



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday December 6, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

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.

AGENDA

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. ADOPTION/AMENDMENT OF THE AGENDA (5 minutes)

3. CONSENT CALENDAR (Items in the Consent Calendar may be removed for separate discussion and/or action at the request of any Commissioner) (5 minutes)

- A. Order Rescinding Order 10250
- B. Order Rescinding Orders 11787 & 12327
- C. Order Rescinding Order 10457
- D. Order Rescinding Order 12030
- E. Emergency Management Performance Grant (EMPG)
- F. Order Amending Order 12053 for Local Contract Review Board Amendments
- G. Resolution Declaring a Wildfire Risk and Endorsement of a Forest Protection Plan
- H. Curry Commissioner Support for U.S. House Resolution 2936
- I. Curry Community Health 19th Amendment Number 148007
- J. Finance-Audit Contract and Letter of Engagement
- K. 2018-2019 Proposed Budget Calendar

4. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment)

5. PRESENTATIONS

Personnel Action Synthia Westerman Communications Deputy by Sheriff Ward (2 minutes)

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Order Rescinding Order 20390 Imposing a Limited Hiring Freeze. – John Hitt, Interim County Administrator (5 minutes)
- B. Approval to Hire a Vital Statistics Administrative Assistant and Supporting Budget Adjustment Resolution. – John Hitt, Interim County Administrator (5 minutes)

7. PUBLIC HEARINGS

- A. **10:30AM** To Consider Amending and Settings Curry County Fees for 2018. – John Hitt Interim County Administrator (15 minutes)
- B. **11:30AM** Annexation of Weyerhaeuser Company properties to the Curry County Livestock District. – John Hitt Interim County Administrator (15 minutes)

8. NEW BUSINESS

- A. Public Health Services Agreement and Order. – Ken Dukek, Curry Community Health (20 minutes)
- B. Mental Health Program Agreement and Order. – Ken Dukek, Curry Community Health (20 minutes)
- C. Authorization of Conditional Use Permit (CUP) submission and waiver of fee – Carolyn Johnson, Community Development Director (15 minutes)

9. DISCUSSION/BOARD DIRECTION/DECISION

Appointing of a Citizens Revenue Task Force to Review County Revenue Options. – John Hitt, Interim County Administrator

10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes)

- A. Board Vacancies
 - i. Mountain Drive Special Road District
 - ii. Curry Fair Board
- B. December 13, 2017 Board of Commissioners' Workshop at 10:00AM – Commissioners' Hearing Room
- C. December 25, 2017 County Offices Closed for Christmas
- D. January 1, 2018 County Offices Closed for New Year's Day
- E. January 3, 2018 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room

11. INTERIM COUNTY ADMINISTRATOR ORAL REPORT (John Hitt, Interim County Administrator) (5 minutes)

- A. Holiday Schedules
- B. Brookings Airport Update
- C. Auditor Visit
- D. Miscellaneous

12. COMMISSIONER UPDATES (15 minutes)

- A. Commissioner Boice
- B. Commissioner Gold
- C. Commissioner Huxley

13. EXECUTIVE SESSION (10 minutes)

As per ORS 192.610 (2) (a) To consider the employment of a public officer, employee, staff member or individual agent

14. ADJOURN

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Order Rescinding Order No. 10250**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: **DEPARTMENT:** Commissioner **TIME NEEDED:** 5 min.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain: Consent Calendar Item**CONTACT PERSON: PHONE/EXT: TODAY'S DATE:** 11-15-17**BRIEF BACKGROUND OR NOTE^b:** (If no memo attached) Request from 11-15-17 meeting to rescind any other orders found re Commissioners and employees^bIndicate if more than one copy to be signed**FILES ATTACHED:**

- (1) Order 10250 for reference
- (2) Order rescinding the above
- (3)

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) All Departments
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR** _12/6_____ **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Rescinds Order inconsistent with Cty. Admin. Role

ASSIGNED TO: CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

| | |
|----------------------------|--|
| Commissioner Thomas Huxley | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Sue Gold | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Court Boice | Yes <input type="checkbox"/> No <input type="checkbox"/> |

COMMISSIONERS JOURNAL

COMMISSIONERS JOURNAL
VOL# 120 DOCH# 190

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

In the Matter of An)
Order Regarding Board)
Notification of Complaints)
Against County Employees)

ORDER NO. 10250

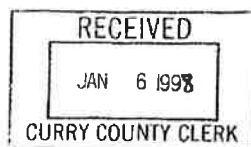
WHEREAS, on December 15, 1997, in open meeting the Board of Curry County Commissioners expressed its interest in being notified about written complaints against County employees and any and all follow-up action on said complaints;

NOW, THEREFORE, It Is Hereby Ordered that County Elected Officials and Department Heads shall immediately notify the Board of Curry County Commissioners of any and all public complaints received in writing concerning County employees.

It Is Further Ordered that County Elected Officials and Department Heads shall submit to the Board of Curry County Commissioners all reports and details of actions concerning public complaints of County employees within ten (10) days of the completion of said reports or actions.

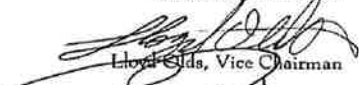
DATED this 5th day of January 1998.

BOARD OF CURRY COUNTY COMMISSIONERS



(Not Present at 12/15/97 meeting at which decision
on this matter was made)

T. V. Skinner, Chairman


Lloyd Elds, Vice Chairman


Bill Roberts, Commissioner

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding)
Order 10250 "Board Notification of)
 Complaints against County Employees") Order No. _____

WHEREAS, Curry County has created the office and position of County Administrator who has with certain exceptions the authority to “select, supervise, and discipline all county staff and all employees;” and

WHEREAS, it is expedient that these employees be supervised, and when appropriate, disciplined by a single public official; and

WHEREAS, the County Administrator (alone) “. . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . .”(Curry County Code Section 1.17.060); and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

- 1) Order No. 10250 dated January 5, 1998.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Order Rescinding Order No. 11787 and Order No. 12327**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: **DEPARTMENT:** Commissioner **TIME NEEDED:** 5 min.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain: **Consent Calendar Item****CONTACT PERSON: PHONE/EXT: TODAY'S DATE:** 11-15-17**BRIEF BACKGROUND OR NOTE^b:** (If no memo attached) Request from 11-15-17 meeting to rescind any other orders found re Commissioners and employees^bIndicate if more than one copy to be signed**FILES ATTACHED:**

- (1) Orders 11787 and 12327 for reference
- (2) Order rescinding the above
- (3)

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) All Departments
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

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City/State/Zip:

☐ Other

Phone:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

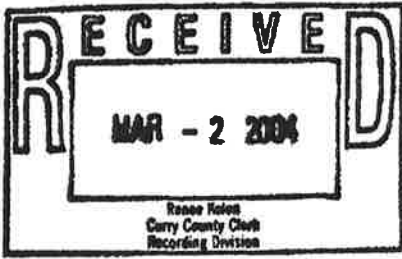
- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☐
Comment:
- 3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☐
- 4. If hire order requires a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR** 12/06/17 **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Previously Considered

ASSIGNED TO: CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

| | |
|----------------------------|--|
| Commissioner Thomas Huxley | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Sue Gold | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Court Boice | Yes <input type="checkbox"/> No <input type="checkbox"/> |



IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of a Order)
Delegating Authority to)
Liaison Commissioners)
To Reprimand Department)
Heads in Appropriate Cases)

ORDER NO. 11787

WHEREAS, Curry County has had a long standing system of assigning a liaison commissioner to individual County departments; and

WHEREAS, liaison commissioners are generally the most informed commissioners on the occurrences and status of the departments they are assigned to; and

WHEREAS, from time to time it may be necessary to reprimand a department head for performance related issues, inappropriate conduct, etc.; and

WHEREAS, it can be awkward and inefficient to require the full meeting of a Board of Commissioners in open meeting to direct the issuance of a reprimand for a department head;

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

1) Liaison commissioners are delegated authority to issue oral and written reprimands in appropriate circumstances to department heads whom they are assigned to under the following terms and conditions:

A) Reprimands shall only be issued following consultation with county legal counsel.

B) When a liaison commissioner intends to issue a written reprimand, he/she shall first prepare a draft reprimand letter and send a copy to the other commissioners and to county legal counsel.

C) Any commissioner can send a written request to the liaison commissioner and payroll and personnel coordinator to place the matter before the full Board within seven (7) days of the receipt of the draft written reprimand letter. If such a request is

timely sent, the matter shall be decided by the full Board of County Commissioners within 30 days of the request. The Board shall initially convene in executive session, unless the department head requests an open hearing, and take evidence and argument on the matter. Any decision of the Board must be made in open session, and it will be final and binding.

D) If a written request to place the matter before the full Board is not timely made, the liaison commissioner can issue the written reprimand.

E) A department head can appeal a written reprimand from a liaison commissioner to the full Board of County Commissioners by submitting a written request to the payroll and personnel coordinator within ten (10) days of receipt of a written reprimand. The Board shall within thirty (30) days of the request decide the appeal. The Board shall initially convene in executive session, unless the department head requests an open hearing, and take evidence and argument on the matter. Any decision of the Board must be made in open session, and it will be final and binding.

F) This order shall not be construed to apply to other forms of discipline including termination.

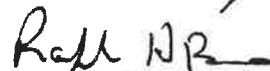
G) This order shall not be construed to alter the at will status of County department heads.

2) This order shall be effective upon its passage.

DATED this 1st day of March, 2004.

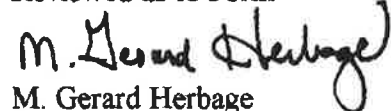
BOARD OF CURRY COUNTY COMMISSIONERS


Marilyn Schafer, Chair


Ralph H. Brown, Vice Chair

ABSENT
Lucie La Bonté

Reviewed as to Form


M. Gerard Herbage
Curry County Legal Counsel

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

In the Matter of an Order)
Amending Order No. 11787)
Regarding Reprimanding)
Department Heads)

ORDER NO. 12327

WHEREAS, the Board of Curry County Commissioners adopted Order No. 11787 on March 1, 2004; and

WHEREAS, Order No. 11787 provides a procedure whereby the liaison commissioner for a department head can initiate proceedings to reprimand the department head; and

WHEREAS, Order No. 11787 does not address the situation where two commissioners (other than the liaison commissioner for the department head) may wish to initiate proceedings to reprimand the department head;

WHEREAS, the Board of Curry County Commissioners wishes to amend and to clarify Order No. 11787;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that Order No. 11787 be amended by adding new subsections H) and I) that read as follows:

H) "Nothing herein shall be construed to prevent a majority of commissioners from initiating reprimand procedures for a department head before the full board."

I) "If County Counsel becomes aware that a liaison commissioner has investigated or caused an investigation of a department head for alleged violation of the Personnel Rules, County Counsel shall inform the full Board that an investigation is being conducted, and the nature of the investigation. Following the investigation, if the liaison commissioner does not give a reprimand to the department head, County Counsel shall inform the full Board."

DATED this 20th day of March, 2006.

CURRY COUNTY, GOLD BEACH, OR FEE \$0.00
RENEE KOLEN, COUNTY CLERK

03/22/2006 #2006-C-127
04:21:15PM 1 OF 2

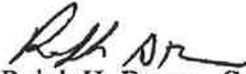
BOARD OF CURRY COUNTY COMMISSIONERS



Lucie La Bonté, Chair



Marlyn Schaffer, Vice Chair



Ralph H. Brown, Commissioner

Reviewed as to Form:



M. Gerard Herbage
Curry County Legal Counsel

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding)
Order 11787 "Authority to Liaison)
Commissioners to Reprimand Department)
Heads in Appropriate Cases" and Order 12327)
"Amending Order No. 11787 "Regarding) Order No. _____
Reprimanding Department Heads)

WHEREAS, Curry County has created the office and position of County Administrator who has with certain exceptions the authority to "select, supervise, and discipline all county staff and all employees;" and

WHEREAS, it is expedient that these employees be supervised, and when appropriate, disciplined by a single public official; and

WHEREAS, the County Administrator (alone) ". . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . . "(Curry County Code Section 1.17.060); and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

- 1) Order No. 11787 dated January 5, 1998.
- 2) Order No. 12327 dated March 20, 2006.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttli
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Rescind Order No. 10457****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12/6 DEPARTMENT: 12-6-17 TIME NEEDED: 2 min.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain

Rescinding Order that delegated authority to an entity other than the newly hired County Administrator

CONTACT PERSON: PHONE/EXT: TODAY'S DATE:**BRIEF BACKGROUND OR NOTE^b: (If no memo attached)**^bIndicate if more than one copy to be signed See Above**FILES ATTACHED:**

- (1) Order 10457
- (2) Order rescinding above
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

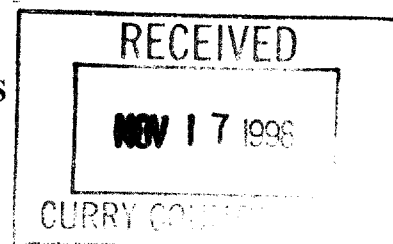
PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 12/06 BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☒ No ☐

(If Yes, brief detail) Provides greater consistency

ASSIGNED TO: CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes ☐ No ☐
Commissioner Sue Gold Yes ☐ No ☐
Commissioner Court Boice Yes ☐ No ☐

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



IN THE MATTER OF)
ESTABLISHING AUTHORITY)
OF ACCOUNTS PAYABLE)
APPROVAL)

ORDER NO: 10457

WHEREAS, under current policy, the payment of Accounts Payable claims must be approved by a County Commissioner or the County Clerk, being appointed the duty, in absence of the County Commissioners; and,

WHEREAS, Curry County needs to update the hierarchy of Accounts Payable Claims Approval, and change the appointed duty from the County Clerk to the County Treasurer, and to the appointed Deputy Treasurer in the absence of the County Treasurer; and,

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

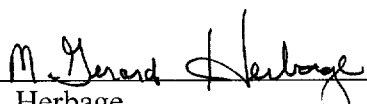
NOW, THEREFORE, IT IS HEREBY ORDERED that the hierarchy of expenditure claims approval for Accounts Payable be changed to the following: approval is required by one of the Curry County Commissioners, in their absence the authority will go to the County Treasurer, and to the appointed Deputy Treasurer in the absence of the County Treasurer.

It is Further Ordered that all County orders and resolutions inconsistent with this order are hereby repealed, and that this order shall be effective upon its passage.

Dated this 10th day of November 1998.

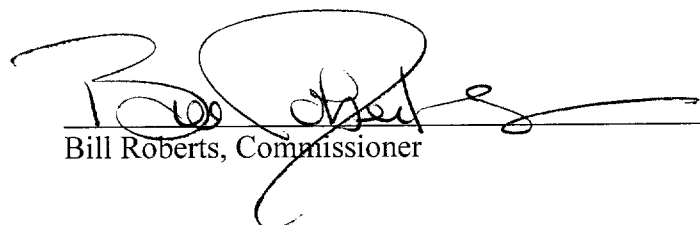
CURRY COUNTY BOARD OF COMMISSIONERS

Reviewed as to form and content:


M.G. Herbage
Curry County Legal Counsel

Not Present
T.V. Skinner, Chairman


Lloyd Olds, Vice-Chairman


Bill Roberts, Commissioner

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding)
Order 10457 "Establishing Authority of)
Accounts Payable Approval") Order No. _____

WHEREAS, Curry County has created the office and position of County Administrator; and

WHEREAS, the County Administrator (alone) “. . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . .”(Curry County Code, Ordinance No. 17-01, Section 1.17.060); and

WHEREAS, County Administrator, per Ordinance No. 17-01, Section 1.17.060 shall “Administer(s) the provisions of the budget as adopted by the Board”; and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

- 1) Order No. 10457 dated November 10, 1998.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Rescind Order No. 12030****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: DEPARTMENT: 12-6-17 TIME NEEDED: 2 min.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain

Rescinding Order that delegated authority to an entity other than the newly hired County Administrator

CONTACT PERSON: PHONE/EXT: TODAY'S DATE:**BRIEF BACKGROUND OR NOTE^b: (If no memo attached)**^bIndicate if more than one copy to be signed See Above**FILES ATTACHED:**

- (1) Order 12030
- (2) Order rescinding above
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 12/06 BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Provides greater consistency

ASSIGNED TO: CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

| | |
|----------------------------|--|
| Commissioner Thomas Huxley | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Sue Gold | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Court Boice | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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

In the Matter of an Order)
Delegating Authority)
In Contracts Awarded)
Following Requests for)
Bids and Requests for)
Proposals)

ORDER NO. 12030

WHEREAS, Curry County regularly initiates formal bid and proposal solicitations; and

WHEREAS, frequently the solicitations result in an award of contract; and

WHEREAS, for sake of business efficiency, it is important to have a protocol designating an official to sign the contract documents and to oversee the contract for purposes of executing needed change orders and other administration;

NOW, THEREFORE THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS as follows:

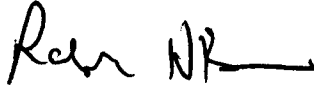
1. Except as provided below, following a formal bid or proposal solicitation, and the award of a contract by the Board of Curry County Commissioners, the Liaison Commissioner for the affected department, and in his/her absence, the Chair of the Board is delegated authority to sign the contract documents and to oversee the contract for purposes of executing needed change orders and other administration.
2. Following a formal bid or proposal solicitation, and the award of a contract, nothing herein shall prevent the Board from delegating specific signature and contract oversight authority to another individual, in which case that delegation shall stand.
3. This order shall be effective upon its passage.

DATED this 7th day of February, 2005.

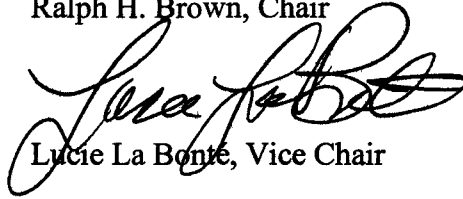
CURRY COUNTY, GOLD BEACH, OR FEE \$0.00
RENEE KOLEN, COUNTY CLERK

02/09/2005 #2005-C-36
08:44:10AM 1 OF 2

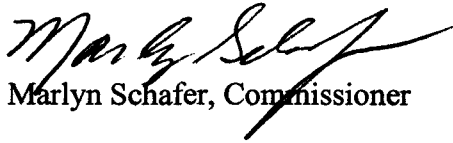
BOARD OF CURRY COUNTY COMMISSIONERS



Ralph H. Brown, Chair

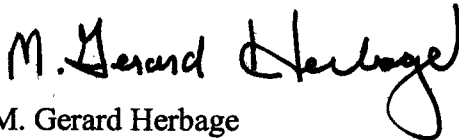


Lucie La Bonté, Vice Chair



Marlyn Schafer, Commissioner

Reviewed as to Form:



M. Gerard Herbage
Curry County Legal Counsel

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding)
Order 12030 “Delegating Authority in)
 Contracts Awarded Following Requests) ORDER NO. _____
 For Bids and Requests for Proposals (RFPs))

WHEREAS, Curry County has created the office and position of County Administrator; and

WHEREAS, the County Administrator (alone) “. . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . .”(Curry County Code Section 1.17.060); and

WHEREAS, the County Administrator shall be responsible for “Executing, enforcing and administering all contracts and grants as per Board Order or Ordinance (Curry County Code Section 1.17.060,(2)(n))

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

- 1) Order No. 12030 dated February 7, 2005.

Dated this _____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** EMPG Authorization Signature**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12/06/17 **DEPARTMENT:** 12/06/17 **TIME NEEDED:** 5 minutes^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain: See Background**CONTACT PERSON:** Jeremy Dumire **PHONE/EXT:** 3208 **TODAY'S DATE:** 12/01/17**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Requesting BOC signature accepting FY 17/18Emergency Management Performance Grant to fund Emergency Management Coordinator position.**FILES ATTACHED:**

(1) EMPG Grant 17-508, 20 pages

(2)

(3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☐ **APPROVED FOR** _____ **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO:**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

BOC MEMO TEMPLATE

TO: ADMINISTRATOR HITT

FROM: JEREMY DUMIRE, EMERGENCY SERVICES COORDINATOR

SUBJECT: FY 17/18 EMPG

DATE: 12/01/2017

BACKGROUND: Attached is a copy of the fiscal year 2017/18 Emergency Management Performance Grant (EMPG) for Curry County. The funds from the EMPG supplement day-to-day operational costs for Emergency Management.

RELEVANT FACTS: The EMPG award for FY 17/18 is in an amount not to exceed \$56,481. The award represents one half of the funding for the Curry County Emergency Services position. There is a 50% cash match requirement on this grant. The EMPG grant is contained within Curry County's current adopted budget. The EMPG needs to be signed and submitted to the Oregon Office of Emergency Management (OEM) no later than January 12, 2018. Failure to do so could result in forfeiture of the current EMPG funds.

OPTIONS: See recommendations.

RECOMMENDATION(S): Requesting BOC signature accepting 2017/18 FY grant to fund Emergency Management Coordinator position

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CURRY COUNTY
\$56,481
Grant No: 17-508**

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2017** and ending, unless otherwise terminated or extended, on **June 30, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 5.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

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

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

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$56,481** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2017 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

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

6. Disbursement and Recovery of Grant Funds.

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

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

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

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

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2017 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

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

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

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

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

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

10. Termination

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

11. GENERAL PROVISIONS

- a. **Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed

to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CURRY COUNTY

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Jeremy Dumire
Emergency Services Coordinator
Curry County
94235 Moore St, Ste 311
Gold Beach, OR 97444
541-247-3208
dumirej@co.curry.or.us

Subrecipient Fiscal Contact:

Jeremy Dumire
Emergency Services Coordinator
Curry County
94235 Moore St, Ste 311
Gold Beach, OR 97444
541-247-3208
dumirej@co.curry.or.us

OEM

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date November 21, 2017

OEM Program Contact:

Kelly Jo Craigmiles
Operations and Emergency Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2865
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:

Natalie Day
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
natalie.day@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2017 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2017 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

| | |
|----------------------|------------------|
| Grant Funds: | \$56,481 |
| Match Funds: | \$56,481 |
| Total Budget: | \$112,962 |

| | |
|-----------------------------------|------------------|
| Personnel Services – Don Kendall | \$67,543 |
| General Office Supplies | \$2,399 |
| Other Supplies | \$2,500 |
| Rent | \$ |
| Phone | \$800 |
| Other Utilities | \$ |
| Contractual/Professional Services | \$14,120 |
| Maintenance Costs | \$7,000 |
| Travel/Vehicle Expenses/Mileage | \$4,500 |
| Training/Workshops/Conferences | \$2,000 |
| Cost Allocations/De Minimis | \$12,100 |
| Other | \$ |
| Equipment | \$ |
| Total (Grant plus Match) | \$112,962 |

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

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

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

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

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:

- a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
- b. National Historic Preservation Act, 16 USC § 470 et seq.
- c. Endangered Species Act, 16 USC § 1531 et seq.
- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

ii. **COMMERCIAL GENERAL LIABILITY.**

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

Bodily Injury, Death and Property Damage:

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

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Curry County
 - (ii) Sub-recipient's DUNS number: 054973953
 - (iii) Federal Award Identification Number (FAIN): EMS-2017-EP-00001-S01
 - (iv) Federal Award Date: September 21, 2017
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2017 to June 30, 2018
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$56,481
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$56,481
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$56,481
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,254,537
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

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

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 Rev. 11-7-2017

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

PROPOSED AGENDA ITEM TITLE: Order Amending Order 12053 Curry County Local Contract Review Board Rules

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: DEPARTMENT: 12-6-17 **TIME NEEDED:** 5 min.

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

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain Mr. Hitt will explain

CONTACT PERSON: John Hitt **PHONE/EXT:** 3296 **TODAY'S DATE:** 12-21-17

BRIEF BACKGROUND OR NOTE^b: (If no memo attached)

^bIndicate if more than one copy to be signed

FILES ATTACHED:

- (1)Order Amending No. 12053
- (2)Amended Order No. 12053 Exhibit A
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☐
(If Yes, brief detail)

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:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because

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

(If Yes, brief detail)

ASSIGNED TO:

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes ☐ No ☐

Commissioner Sue Gold Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Amendment)
To the Curry County's Local)
Contract Review Board Rules) ORDER NO. _____
Regarding Sections 2, 4, and 25)

WHEREAS, Curry County has created the office and position of County Administrator; and

WHEREAS, the County Administrator (alone) “. . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . .”(Curry County Code Section 1.17.060); and

WHEREAS, the County Administrator shall be responsible for “Executing, enforcing and administering all contracts and grants as per Board Order or Ordinance (Curry County Code Section 1.17.060,(2)(n)); and

WHEREAS, through Order No. 12053 Curry County adopted new Local Contract Review Board Rules (and repealed the old ones) on February 25, 2005; and

WHEREAS, in Order No. 12281 the Board of Curry County Commissioners readopted the Local Contract Review Board Rules on January 30, 2006; and

WHEREAS, the Curry County Local Contract Review Board Rules, Section 2 (Definitions) m. "Public Contracting Officer" states "the County Accountant and his or her designee approved by the Board are the Public Contracting Officers of Curry County" should be stricken and replaced with "the County Administrator and/or County Accountant or his or her designee so appointed in writing by the County Administrator" and;

WHEREAS, the Curry County Local Contract Review Board Rules, Section 4 (General Delegation of Authority) a “Authority to Execute Contracts without Prior Board Approval”, subsection i. states “the contract has a total value of ten thousand dollars (\$10,000) or less” should be stricken and replaced with “the contract has a total value of fifty thousand dollars (\$50,000) or less; and

WHEREAS, the Curry County Local Contract Review Board Rules, Section 4 a “Authority to Execute Contracts without Prior Board Approval”, subsection ii. states “the contract does not exceed a twelve month contract period” should be stricken and replaced with “the contract does not exceed an eighteen month contract period”; and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby Amends and adopts:

1) Order No. 12053, as attached as Exhibit "A".

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

Exhibit "A"

CURRY COUNTY, OREGON
LOCAL CONTRACT REVIEW BOARD RULES

TABLE OF CONTENTS

| | |
|---|----|
| SECTION 1 - INTRODUCTION..... | 3 |
| SECTION 2 - DEFINITIONS..... | 3 |
| SECTION 3 - CONTRACTING PROCEDURES..... | 5 |
| SECTION 4 - DELEGATION..... | 5 |
| SECTION 5 - COUNTY COUNSEL REVIEW..... | 6 |
| SECTION 6 - COMPETITIVE BID EXEMPTIONS..... | 6 |
| SECTION 7 - EMERGENCY CONTRACTS..... | 11 |
| SECTION 8 - PERSONAL SERVICE CONTRACTS..... | 12 |
| SECTION 9 - SPECIAL & ALTERNATIVE CONTRACTING METHODS..... | 13 |
| SECTION 10 - REQUEST FOR PROPOSALS..... | 15 |
| SECTION 11 - PREQUALIFICATIONS..... | 18 |
| SECTION 12 - ADVERTISING REQUIREMENTS FOR BIDS..... | 19 |
| SECTION 13 - OFFERS..... | 19 |
| SECTION 14 - PROTESTS..... | 19 |
| SECTION 15 - ADDENDA..... | 20 |
| SECTION 16 - CORRECTION AND WITHDRAWAL OF BIDS..... | 20 |
| SECTION 17 - COUNTY ACCEPTANCE AND EXTENSION OF OFFER..... | 21 |
| SECTION 18 - TIED BIDS OR OFFERS..... | 21 |
| SECTION 19 - REJECTION OF INDIVIDUAL BIDS OR PROPOSALS..... | 21 |
| SECTION 20 - REJECTION OF ALL OFFERS..... | 22 |
| SECTION 21 - NEGOTIATIONS WHEN BIDS EXCEED BUDGET..... | 22 |
| SECTION 22 - NOTICE OF INTENT TO AWARD..... | 22 |
| SECTION 23 - RECORD KEEPING..... | 23 |

| | |
|--|----|
| SECTION 24 - RECEIVING PROCEDURES..... | 23 |
| SECTION 25 - TRANSFER/SALE/DISPOSAL PERSONAL PROPERTY..... | 23 |
| APPENDIX A - ADDITIONAL DEFINITIONS..... | 24 |

**CURRY COUNTY, OREGON
LOCAL CONTRACT
REVIEW BOARD RULES**

SECTION 1. INTRODUCTION

- a. Purpose. These Rules are promulgated by the Curry County Local Contract Review Board under authority granted by ORS 279A.025 and 279C.335, 279A.050, 279A.055, 279A.060 and 279A.065, to establish a procedure to assure that each contract to which the county is a party has met state and county competitive bidding and other purchasing requirements.
- b. Authority. Pursuant to ORS 279A.065, the Board elects to establish its own rules of procedure for public contracts. Consequently, the model rules adopted by the Attorney General shall not apply to Curry County.
- c. Federal Law. Except as otherwise expressly provided in ORS 279C.800 through ORS 279C.870, and notwithstanding ORS chapters 279A, 279B, and ORS 279C.005 through 279C.670, applicable federal statutes or regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of ORS chapters 279A, 279B, and ORS 279C.005 through 279C.670 or these rules, or require additional conditions in Public Contracts not authorized by ORS chapters 279A, 279B, and ORS 279C.005 through 279C.670 or these rules.
- d. Concession Agreements. Concession agreements are not subject to these rules.

SECTION 2. DEFINITIONS.

Except as provided below, the words and phrases set forth in ORS 279A.010 are incorporated herein and set forth in Appendix A.

- a. "Agency." Curry County.
- b. "Alternative Contracting Methods." Contracting methods such as Construction Manager/General Contractor, Design Build, Energy Savings or Guaranteed Maximum Price used in place of the traditional design-build bid contracting method.
- c. "Board." The Local Contract Review Board for Curry County, which is comprised of the Board of Commissioners of Curry County.
- d. "Competitive Bidding." The solicitation of competitive offers which follow the formal process for advertising, bid and bid opening required by the Public Contract Code or applicable rules of the Board.
- e. "Competitive Quotes." Offers from competing vendors. Solicitation may be by advertisement or by request to vendors to make an offer. Solicitation of the offer may be in writing or oral.

- f. "Concession Agreement." A concession agreement is a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from a site within a building or upon lands owned by County and under which the concessionaire makes payments to the County based, at least in part, on concessionaire's revenues from sales. The term "concession agreement" does not include an agreement which is merely a flat-fee or per-foot rental, lease, license, permit or other arrangements for the use public property.
- g. "County Counsel." Curry County Counsel.
- h. "Department." A department of the Agency.
- i. "Department Head." A person who manages an agency department whether the person is elected or appointed.
- j. "Offer." A bid or proposal response.
- k. "Offeror." A person or entity submitting a bid or proposal response.
- l. "Personal Service Contract." A contract that calls for specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.
- m. "Public Contracting Officer." ~~The County Accountant and his or her designee approved by the Board are the Public Contracting Officers of Curry County.~~ The County Administrator and/or County Accountant or his or her designee so appointed in writing by the County Administrator.
- n. "Public Contract." The definition in ORS 279A.010(1)(x) is not adopted. "Public contract" includes any purchase, lease, or sale of personal property, public improvements, or services other than agreements which are exclusively for personal services.
- o. "Public Improvement." Projects for construction, reconstruction or major renovation on real property by or for a public agency. It does not include emergency work, minor alteration, ordinary repair or maintenance necessary in order to preserve a public improvement.
- p. "Public Works." Includes, but is not limited to, roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest.
- q. "Responsible Bidder or Responsible Proposer (as applicable)." A supplier that submits an offer and meets the standards set forth in these rules and the solicitation document.
- r. "Responsive Bid or Responsive Proposal." An offer that substantially complies with the solicitation document, and any applicable rules and other laws.
- s. "Special Procurement." As used in ORS 279B.085, a contracting procedure that differs from procedures set forth in ORS 279B.055, 060, 065 and 070.

SECTION 3. CONTRACTING PROCEDURES; APPROVAL BY BOARD REQUIRED.

Unless otherwise expressly authorized by these Rules or by ordinance or order of the Board, all contracts must be approved by the Board before they can be executed. The Board may also execute contracts itself.

SECTION 4. GENERAL DELEGATION OF AUTHORITY.

a. Authority to Execute Contracts without Prior Board Approval. The Public Contracting Officer may execute without prior Board approval contracts that satisfy all of the following:

- i. ~~The contract has a total value of ten thousand dollars (\$10,000) or less;~~ The contract has a total value of fifty thousand dollars (\$50,000) or less;
- ii. ~~The contract does not exceed a twelve month contract period;~~ The contract does not exceed an eighteen month contract period;
- iii. ~~The contract provides that the contract may be terminated by the County for convenience sixty (60) or fewer days following delivery of written notice to the contractor; (previously repealed by Order 12853).~~
- iv. Funds are budgeted for the purpose of the contract;
- v. The contract has been approved as to form by County Counsel or is otherwise exempt; and,
- vi. All other requirements for Competitive Bidding and/or Competitive Quotes have been satisfied.

b. Delegation of Authority. The Board may, by order, delegate authority to the Public Contracting Officer to execute any other contract upon the following conditions:

- i. The contract has been approved by County Counsel, or is otherwise exempt.
- ii. If an amendment or change order, the total aggregate cost change does not exceed 25% of the original contract amount.

c. Delegation to Contract in Emergency. Pursuant to ORS 279B.080, the Public Contracting Officer is granted authority to make procurements of goods and services in an emergency pursuant to the procedure set forth in ORS 279B.080 and Section 7 herein.

d. Delegation of Authority to County Roadmaster. The County Roadmaster may execute the following contracts without Board approval provided the requirements of Section 4(a) (iv-vi) above are satisfied:

- i. Purchasing and leasing of motor vehicles off of state bids; and
- ii. Road Department contracts in an amount not to exceed \$10,000 for services to the County for engineering, survey, building repairs, equipment repairs, road repair and similar projects.

- e. Other Delegations of Authority. By order or resolution, the Board can delegate other or additional contracting authority.
- f. Obligations When Contract Authority is Delegated. When authority to execute contracts is delegated to any person(s) other than the Board, that person(s) shall see that the contract is filed with the Curry County Clerk, a copy is provided to the County Counsel for his/her records, and a summary is provided to the Board of Commissioners.
- g. Delegation to Declare Sole Source Procurements. The Public Contracting Officer is granted authority to determine that the goods or services, or class of goods or services, are available only from one source in accordance with Section 6.a.iv.(8), below, and ORS 279B.075.
- h. Delegation of Authority in Contracts Awarded Following Requests for Bids and Requests for Proposals.
 - i. Except as provided below, following a formal bid or proposal solicitation, and the award by the Board of Curry County Commissioners, the liaison Commissioner for the affected department, and in his/her absence, the Chair of the Board is delegated authority to sign the contract documents and to oversee the contract for purposes of executing needed change orders and other administration.
 - ii. Following a formal bid or proposal solicitation, and the award of a contract, nothing herein shall prevent the Board from delegating specific signature and contract oversight authority to another individual, in which case that delegation shall stand.
- i. County Financial Assistance Administrator. The County's resolution dated September 2, 2003, regarding the County Financial Assistance Administrator shall remain in effect until further order or resolution of the Board.

SECTION 5. REVIEW OF CONTRACTS BY COUNTY COUNSEL

- a. Review of Contracts by County Counsel. Except as otherwise provided, all public contracts must be reviewed by County Counsel.
- b. Exceptions to Requirement of Review of Contracts by County Counsel. County Counsel review is not required for change orders to public improvement contracts, membership agreements for professional associations, purchase orders, and as otherwise provided for by the Board.

SECTION 6. COMPETITIVE BIDS; WHEN NOT REQUIRED.

- a. When Competitive Bids Not Required. All Public Contracts shall be based upon Competitive Bidding except for the following:

- i. A contract or class of contracts exempt under 279A.025 and 279C.335, or other statute, administrative rule, other applicable law or judicial action, unless otherwise limited by these local contract review board rules.
- ii. A contract or class of contracts made exempt by the Board under 279A.025 and 279C.335;
- iii. An emergency contract made exempt under these Rules. If the matter is a Public Improvement, and the Board declares an emergency exists, any contract awarded under this subsection must be awarded within 60 days following declaration of the emergency, unless the Board grants an extension; or
- iv. A contract or class of contracts, and amendments to contracts specified in subparagraphs (1) through (27), below, provided the department head or department head's designee (with approval of the Public Contracting Officer) identifies the basis for the exemption. In circumstances where the basis for the exemption is not readily apparent, the department head or designee shall consult with County Counsel. Where appropriate, alternative contracting and purchasing practices that take account of market realities and modern or innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition, shall be used.
 - (1) Contracts made with other public agencies or the federal government, or with professional associations representing public agencies or the federal government, including but not limited to the Association of Oregon Counties and the National Association of Counties.
 - (2) Contracts for the purchase of goods and services where competitive bids for the same materials have been obtained by other public agencies or the federal government, or with professional associations representing public agencies or the federal government, including but not limited to the Association of Oregon Counties and the National Association of Counties, and the contract is to be awarded to the party to whom the original contract was awarded. Exemptions under this subsection shall comply with ORS 279A.180, or ORS 279A.200-279A.225, as applicable.
 - (3) Contracts which are exclusively for personal services. Such contracts may include incidental materials such as written reports or opinions, architectural or engineering renderings and other supplemental materials required for providing the services.
 - (4) Contracts for the purchase of goods and materials where the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority. If the contract is for the procurement of goods from federal agencies under 10 USC 381 or other similar federal purchasing programs, these Rules shall govern the procedure to purchase them.
 - (5) Contracts for the purpose of investment of public funds, the borrowing of funds, or for banking services.

- (6) Contracts for licenses and maintenance of computer hardware, computer software, and telecommunications products (including cable, video and television products). Purchases are to be cleared with the Computer Services Department.
- (7) Contracts for purchase or acquisition of computer hardware, computer software, and telecommunications products and services (including cable, video and television products and services). Purchases are to be cleared with the Computer Services Department.
- (8) Contracts for purchase where there is only one seller or price of a product of the quality required available within a reasonable purchase area. The Public Contracting Officer shall determine in writing, in accordance with rules adopted under ORS 279A065, that the goods or services, or class of goods or services, are available from only one source. To the extent reasonably practical, the Public Contracting Officer shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency. The determination of a sole source must be based on written findings that may include:
- (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
 - (c) That the goods or services are for use in a pilot or an experimental project; or
 - (d) Other findings that support the conclusion that the goods or services are available from only one source.
- (9) Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment are exempt if required for the efficient utilization of the equipment. Where practicable in the judgment of the department head, competitive quotes shall be obtained.
- (10) Contracts for the purchase of food or food supplies.
- (11) Contracts for the purchase of goods or services made exempt for state agencies under OAR Chapter 125 unless otherwise limited by these local contract review board rules.
- (12) Purchase of items or services of an artistic nature.
- (13) Contracts for periodicals, including journals, magazines, and similar publications.
- (14) Contracts for the purchase or lease of ballots, ballot pages and ballot cards or equipment necessary to conduct elections.
- (15) Contracts for the purchase of gasoline, diesel fuel, and lubricants.
- (16) Contracts for removal, cleanup or transport of hazardous materials. As used in this Subsection, "hazardous materials" include any material or substance which may pose a

present or future threat to human health or the environment, including Hazardous Waste as that term is used in the Resources Conservation and Recovery Act (42 USC 6901 et seq.). Quotes shall be obtained where practicable.

(17) Contracts for employee benefits.

(18) Contracts for purchase or lease of office photocopiers. Before purchase or lease, the affected department shall make a comparison of products and prices.

(19) Contracts for purchase of used motor vehicles, including but not limited to used heavy construction equipment. Quotes shall be obtained where practicable.

(20) Contracts for the purchase of copyrighted materials.

(21) Contracts for the purchase of advertising, including legal advertising intended for the purpose of giving public notice.

(22) Contracts for insurance.

(23) Contracts for the purchase of all utilities including, but not limited to electric power, gas, water, sewage, internet, telephone and cable T.V.

(24) Contracts for purchase of asphaltic concrete or rock where the material is to be used for maintenance. Where practicable, competitive quotes shall be obtained.

(25) Special Procurements [ORS 279B.085] and Alternative Contracts [ORS 279C.335] which are approved by the Board through the process set forth in Section 9 of these Rules.

(26) Procurement Contracts:

(a) Contracts that do not exceed \$5,000 in value in accordance with ORS 279B.065.

(b) Contracts which exceed \$5,000 but do not exceed \$150,000 for the purchase of goods or services per ORS 279B.070 if the awarding of the contract will result in cost savings and the following conditions are met:

(i) The procurement is not artificially divided or fragmented so as to constitute an intermediate procurement under this section.

(ii) The department seeks at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The department shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the department shall make a written record of the effort made to obtain the quotes or proposals.

(iii) The required goods, materials, supplies and services are unavailable from a Qualified Rehabilitation Facility as provided in ORS 279.850; and

(iv) The department has encouraged Minority, Women- Owned and Emerging Small business to participate in its purchasing processes, where applicable, pursuant to ORS 200.090, ORS 279A.100 and 279A.105.

(c) If a contract is awarded, the agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the County taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

(d) If more than one supplier may be available and the total purchase is estimated to exceed \$150,000, the agency shall select a contractor through the competitive bidding process.

(e) An amendment to or extension of the above-described procurement contracts may be made without Competitive Bidding provided the procedures prescribed in these Rules are followed and either (a) the amendment or extension does not cause the contract amount to exceed the amounts stated herein by more than 25% in the aggregate of the original contract amount, or (b) the conditions, including cost, of renewal or extension were included in the original solicitation.

(27) Public Improvement Contracts. Provided the following criteria are satisfied, the Public Improvement Contracts as identified in ORS 279C.335 and set forth in subsection (b), below, are exempt from competitive bidding:

(a) Criteria:

(i) The procurement is not artificially divided or fragmented so as to qualify for the dollar limit.

(ii) The department seeks at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The department shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the department shall make a written record of the effort made to obtain the quotes or proposals.

(iii) If a contract is awarded, the agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the County taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility pursuant to Sec. 133 of chapter 794, Oregon Laws 2003 following ORS 279C.410. If an award is not made to the offeror offering the lowest price, the agency shall make a written record of the basis for the award.

(iv) The required goods, materials, supplies and services are unavailable from a Qualified Rehabilitation Facility as provided in ORS 279.850; and

(v) The department has encouraged Minority, Women- Owned and Emerging Small business to participate in its purchasing processes, where applicable pursuant to ORS 200.090, ORS 279A.100 and 279A.105.

(vi) An evaluation of the Public Improvement Project is made following completion in accordance with ORS 279C.355.

(b) List of Exemptions:

(i) Contracts made with qualified nonprofit agencies providing employment opportunities for disabled individuals under ORS 279.835 to 279.855.

(ii) A public improvement contract exempted under Section 9 of these Rules.

(iii) A contract for goods or services if the value of the contract is less than \$5,000.

(iv) A contract not to exceed \$100,000, or not to exceed \$50,000 in the case of a contract for a highway, bridge or other transportation project, made under procedures for competitive quotes in sections 132 and 133, chapter 794, Oregon Laws 2003.

(c) Any Public Improvement Contract amendment including change orders, extra work, or other change in the original specifications which changes the original contract price or alters the work to be performed, may be made with the contractor without Competitive Bidding subject to the following conditions:

(i) The original contract imposes a binding obligation on the parties covering the terms and conditions regarding the changes in the work;

(ii) The amended contract does not substantially alter the character of the project;

(iii) The amount of the aggregate cost change resulting from all amendments creating such new obligations shall not exceed 25% of the initial contract and the delegated authority finds there were unanticipated changes arising after the contract commenced causing an increase in the cost of the Public Improvement Contract; and

(iv) The contract amendment, change order, extra work, or other change in the original specifications which changes the original contract price or alters the work to be performed, shall be in writing and shall be executed by the contractor and the delegated authority.

(d) Additional Requirements for Exemption: Any contract exempted under this section shall additionally satisfy these criteria:

(i) The performance bond requirements of ORS 279C.375 and 279C.380, unless an emergency exists as described in Section 7, below.

(ii) The construction and landscape contractor registration and requirements of ORS Chapter 671.630 et seq. and Chapter 701;

(iii) Any other law applicable to such a contract; and,

- (iv) If the contract price exceeds \$25,000 the agency and the contractor shall comply with the prevailing wage provisions of ORS 279C.800 - 279C.870, formerly ORS 279.348 to 279.380, when applicable.

SECTION 7. EMERGENCY CONTRACTS [ORS 279B.080]

a. General Rule. A contract may also be exempted from Competitive Bidding and notice of intent to award requirements set forth in ORS 279B.135 and ORS 279C.410(7), if the Board, by a majority vote of members present, determines that emergency conditions require prompt execution of the contract. A determination of such an emergency shall be entered into the record of the meeting at which the determination is made as well as the method used for the selection of the particular contractor. The determination shall be made before any contract exempted hereunder is executed.

b. Emergency Exemption by Public Contracting Officer. A contract under \$50,000 may also be exempted from Competitive Bidding and notice of intent to award requirements set forth in ORS 279B.135 and ORS 279C.410(7) if the Public Contracting Officer determines that emergency conditions require prompt execution of the contract. A determination of such an emergency shall be entered into the record of the acquisition of the materials or services purchased as well as the method used for the selection of the particular contractor. The determination shall be made before any contract exempted hereunder is executed. Pursuant to ORS 279C.380 and 390, the Public Contracting Officer may exempt the contract awarded in an emergency basis from the bid security and payment and performance bond requirements.

c. "Emergency" Defined. As defined in ORS 279A.010, and for purposes of this Section 7, an "emergency" consists of circumstances creating a substantial risk of loss, damage, interruption of services or threat to public health, safety, welfare or property that could not have been reasonably foreseen and requires prompt execution of a contract to remedy the condition.

SECTION 8. PERSONAL SERVICES CONTRACTS [ORS 279A.055(2)]

a. Definition of Personal Services Contract. Personal services contracts, as defined in ORS 279A.055, may include, but are not limited to the following:

- i. Contracts for services performed as an independent contractor in a professional capacity, including, but not limited to, the services of an accountant, auditor, attorney, architect, real property fee appraiser, engineer, land use planner, physician or dentist, commercial pilot, aerial photographer, data processing consultant, timber cruiser, financial advisor, or investigator;
- ii. Contracts for services as an artist in the performing or fine arts including, but not limited to, any person identified as a photographer, film maker, painter, weaver, or sculptor;
- iii. Contracts for services that are specialized, creative and research-oriented; and
- iv. Contracts for educational services.

b. Exclusions. Personal services contracts do not include:

- i. Contracts, even though in a professional capacity, if primarily for a product, e.g. a contract with a data processing consultant to develop a new computer system design is a contract for personal services, but a contract to design a computer system and supply all the hardware is primarily for a tangible product;
 - ii. Contracts with a temporary service or personnel agency to supply labor, which is of a type that can generally be done by any competent worker, e.g. data entry, janitorial, security guard, crop spraying, laundry, and landscape maintenance services contracts;
 - iii. Contracts for trade-related activities considered to be labor and material contracts; and
 - iv. Contracts for services of a trade-related activity to accomplish routine, continuing and necessary functions, even though a specific license is required to engage in the activity. Examples include, but are not limited to, repair and/or maintenance of all types of equipment or structures.
- c. Criteria. The agency may enter into a personal services contract with an independent contractor when:
 - i. The work to be performed requires specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic, or management discretion or judgment;
 - ii. The County will not control the means or manner of the contractor's performance, but must rely on the contractor's specialized skills, knowledge and expertise to accomplish the work;
 - iii. The contractor will be selected primarily on the basis of qualifications rather than price; and
 - iv. The contractor will indemnify Curry County for all claims related to the contract and includes Curry County as an additional insured on all applicable insurance policies for the duration of the contract, unless the Board finds good cause to exempt the contractor from this provision.
- d. Procedure for Screening and Contracting for Personal Services [ORS 279A.070].
 - i. Candidate(s) for personal service contracts shall be screened and reviewed by the affected department head (or his or her designee) or the Board of Curry County Commissioners, as appropriate. The screening shall ensure that the quality of service offered by the personal services contractor is sufficient for the County's particular needs under the circumstances, and that the cost to the County is fair and reasonable under the circumstances.
 - ii. No personal service contract adopted after the effective date of these rules shall exceed a five-year period, inclusive of amendments. Nothing herein shall apply to franchise agreements.
 - iii. The delegation rules of Section 4 above shall apply to personal service contracts.

SECTION 9. SPECIAL PROCUREMENTS/ALTERNATE CONTRACTING METHODS.

The Board may approve of special procurement or alternative contracting methods pursuant to this Section 9.

a. Special Procurements: [279B.085]

i. To seek approval of a special procurement, a department shall submit a written request to the Board that describes the proposed contracting procedure, the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth in subsection ii of this section.

ii. The Board may approve a special procurement if it finds that a written request submitted under subsection i of this section demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed by the director or board, will:

(1) Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

(2) Result in substantial cost savings to the contracting agency or to the public; or

(3) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

iii. Public notice of the approval process for a proposed special procurement must be given in the same manner as provided in ORS 279B.055 (4)(b).

iv. If a contract is awarded through a special procurement, the department shall award the contract to the offeror whose offer the department determines in writing to be the most advantageous to the contracting agency.

v. When the Board approves a class special procurement, as defined in ORS 279B.085, under this section, the department may award contracts to acquire goods or services within the class of goods or services in accordance with the terms of the Board's approval without making a subsequent request for a special procurement.

b. Alternative Contracts [279C.335]. The department shall submit a written request to the Board that describes the proposed contracting procedure, the services to be acquired through the alternative contract and the circumstances that justify the use of it under the standards set forth in subsection i - iii, below. The Board shall make the following findings to approve of an Alternative Contract:

i. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and

ii. The awarding of public improvement contracts under the exemption will result in substantial cost savings to the contracting agency or, if the contracts are for public improvements described in ORS 279A.050(3)(b), to the County or the public. In making the finding, the Board may consider the type, cost and amount of the contract, the number of persons available to bid and such other factors as may be deemed appropriate.

iii. In granting exemptions under subsection b of this section, the Board shall:

- (1) When appropriate, direct the use of alternate contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition.
- (2) Require and approve or disapprove written findings by the contracting agency that support the awarding of a particular public improvement contract or a class of public improvement contracts, without the competitive bidding requirement of subsection (1) of this section. The findings must show that the exemption of a contract or class of contracts complies with the requirements of subsection (2) of this section.
- (3) Before final adoption of the findings required by this section exempting a public improvement contract or a class of public improvement contracts from the requirement of competitive bidding, the Board shall hold a public hearing.
- (4) Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of 14 days before the hearing.
- (5) The notice shall state that the public hearing is for the purpose of taking comments on the Board's draft findings for an exemption from the competitive bidding requirement. At the time of the notice, copies of the draft findings shall be made available to the public. At the option of the Board the notice may describe the process by which the findings are finally adopted and may indicate the opportunity for any further public comment.
- (6) At the public hearing, the Board shall offer an opportunity for any interested party to appear and present comment.
- (7) If the Board is required to act promptly due to circumstances beyond the Board's control that do not constitute an emergency, notification of the public hearing may be published simultaneously with the Board's solicitation of contractors for the alternative public contracting method, as long as responses to the solicitation are due at least five days after the meeting and approval of the findings.

SECTION 10. REQUESTS FOR PROPOSALS

Unless a different process is provided in the Board's order, RFPs shall be used by a department anytime the Board authorizes a Special Procurement or Alternative Contracting Method exempt from Competitive Bidding.

- a. General Rules
 - i. Procedures for Utilizing RFPs. The following procedures are to be employed when using an RFP, whether for Procurement or Public Improvement Contracts:
 - (1) A cover page identifying Curry County as the contracting agency. The cover page will also have the date the proposal was distributed and the due date.
 - (2) The proposal is advertised and a written solicitation document is issued that invites the submission of sealed offers in accordance with ORS 279B.060 and 279B.055(4) (procurements) or ORS 279C.400 and 279C.405 (improvements).
 - (3) Contractual requirements are clearly stated in the solicitation documents.
 - (4) Evaluation criteria to be applied in awarding the contract and the rule of an evaluation committee are stated clearly in the solicitation document. Criteria used to identify the proposal that best meets the county's needs may include but

are not limited to cost, quality, service, compatibility, product reliability, operating efficient and expansion potential;

(5) The solicitation document clearly states all complaint processes and remedies available;

(6) The solicitation document states the provision for proposers to comment on any specification they feel limit competition.

(7) The department shall prepare a proposal setting forth the minimum eligibility requirements and known criteria of selection such as experience, accreditation and cost.

(8) The department shall forward the completed proposal to County Counsel for review.

(9) The department shall, depending upon the availability of qualified contractors, submit the proposal to at least three contractors.

(10) The department shall review all proposals submitted for consistency with the request, relative costs, and other relevant criteria of selection set forth on the proposal.

(11) Recommendation of contract awards will be prepared by the department and forwarded to the County Counsel's Office for review.

(12) Selection of a contractor shall be made on a 'best value' basis. Factors to be considered may include, but are not limited to, cost, quality, quantity, time and performance.

b. Procurements: The RFP shall be conducted in accordance with ORS 279B.060.

i. Required information:

(1) A procurement description;

(2) A time, date and place that prequalification applications, if any, must be filed and the classes of work, if any, for which proposers must be prequalified in accordance with ORS 279B.120;

(3) A statement that the department may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100;

(4) A statement that "Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document."

(5) A statement that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710; and

(6) All contractual terms and conditions applicable to the procurement, including the length of the contract period, termination provisions and applicable forms, including a proposed contract.

ii. Notice and Selection Procedures:

(1) Public notice of the request for proposal shall be given in the same manner as provided for public notice of invitations to bid in ORS 279B.055 (4).

(2) Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the department shall record and make available the identity of all proposers as part of the department's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are

opened at a meeting, as defined in ORS 192.610, does not make their contents subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

(3) Notwithstanding any requirement to make proposals open to public inspection after the department's issuance of notice of intent to award a contract, a department may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502 or other applicable law.

c. Public Improvements: The Request for Proposal shall be conducted in accordance with ORS 279C.365 and 279C.405.

i. Required information:

- (1) The public improvement project;
- (2) The office where the specifications for the project may be reviewed;
- (3) The date that prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be prequalified if prequalification is a requirement;
- (4) The date and time after which bids will not be received, which must be at least five days after the date of the last publication of the advertisement;
- (5) The name and title of the person designated for receipt of bids;
- (6) The date, time and place that the County will publicly open the bids;
- (7) A statement that, if the contract is for a public works subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by the department unless the bid contains a statement by the bidder that ORS 279C.840 or 40 U.S.C. 276a will be complied with;
- (8) A statement that each bid must identify whether the bidder is a resident bidder, as defined in ORS 279A.120;
- (9) A statement that the department may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the Board that it is in the public interest to do so;
- (10) Information addressing whether a contractor or subcontractor must be licensed under ORS 468A.720;
- (11) A statement that a bid for a public improvement contract may not be received or considered by the County unless the bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board.
- (12) All required contractual terms and conditions including the length of the contract period, termination provisions and applicable forms, including a proposed contract.
- (13) The method of contractor selection, which may include but is not limited to award without negotiation, negotiation with the highest ranked proposer, competitive negotiations, multiple-tiered competition designed either to identify a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers, or any combination of methods, as authorized or prescribed by rules adopted under ORS 279A.065.
- (14) All evaluation factors that will be considered by the department when

evaluating the proposals, including the relative importance of price and any other evaluation factors.

- ii. Format. [279C.365(2)]. All proposals made to the County under ORS 279C.335 or 279C.400 must be:

- (1) In writing;
- (2) Filed with the person designated for receipt of bids by the department; and
- (3) Opened publicly by the County immediately after the deadline for submission of bids.
- (4) After having been opened, the bidder(s) and total bid amount(s) will be announced to the public.
- (5) A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check of each bidder shall be attached to all bids as bid security unless the contract for which a bid is submitted has been exempted from this requirement under ORS 279C.390. The security may not exceed 10 percent of the amount bid for the contract.

SECTION 11. PREQUALIFICATION [ORS 279C.430].

The type and nature of contracts to which a prequalification application can be made includes only Public Improvement Contracts and Public Works Contracts, as defined in Section 2, above.

- a. Process. Persons desiring to bid for contracts to perform public improvements where prequalification is determined "mandatory" by the Public Contracting Officer shall submit a completed State of Oregon, Department of Administrative Services, Contractor's Prequalification Application to the Public Contracting Officer. The prequalification application shall be submitted, when required, at least ten days prior to the opening of bids of any contract for which the person desires to be considered.
- b. Applications. Applications for prequalification must be submitted on a standard form prescribed per ORS 279A.050.
- c. Determination; Validity. The Public Contracting Officer shall, within thirty days, if practical, of the receipt of the prequalification application submitted pursuant to this Section, notify the prospective bidder as to whether bidder is qualified, the nature and types of contracts that s/he is qualified to bid on, and the time period for which the prequalification is valid. Pre-qualifications under this Section shall be valid only until the end of the calendar year within which they are issued. The Public Contracting Officer will consider only the applicable standards of responsibility listed in ORS 279C.375(2)(b).
- d. Qualification Statement. Upon establishment of the applicant's prequalification, the Public Contracting Officer shall issue a qualification statement. The statement shall inform the applicant of any conditions which may be imposed on the qualification and advise the applicant to notify the County promptly if there has been any substantial change of conditions or circumstances which would make any statement contained in the prequalification application (a) no longer applicable, or (b) untrue. If the applicant desires to appeal the conditions of the prequalification, written notice must be given to the Public Contracting Officer within three business days after receipt of the notice.
- e. Adverse Determination. If the Public Contracting Officer does not qualify an applicant, written notice will be given to the applicant stating the reasons that prequalification has been denied. If the applicant desires to appeal the denial, written notice must be given to the Public Contracting Officer in accordance with subsection d, above.(ORS 279C.445].

f. **Revocation of Prequalification.** If a Public Contracting Officer has reasonable cause to believe there is a substantial change in the conditions of a prequalified person, the Public Contracting Officer may revoke, revise or reissue the prequalification upon notice to the prospective bidder; provided, however, that such action shall be invalid as to any contract for which an advertisement for bids has already been made under ORS 279C.430. The notice shall state the reasons found under ORS 279C.375(2)(b) for revocation or revision of the prequalification of the person and inform the person of the right to a hearing as set forth in ORS 279C.445 and ORS 279C.450.

SECTION 12. ADVERTISING REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AND NOTICE OF INTENT TO AWARD [ORS 279B.055(4), 279C.360].

- a. The department shall give public notice of an invitation to bid issued under this section. Public notice is intended to foster competition among prospective bidders. The department shall make invitations to bid available to prospective Bidders.
- b. A public notice must be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as the department may determine. If the contract is for a public improvement estimated to cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper or general statewide circulation.
- c. The Board may, by rule or order, authorize public notice of bids or proposals to be published electronically instead of in a newspaper of general circulation if the Board determines that electronically providing public notice of bids or proposals is likely to be cost-effective.
- d. In addition to the modes of publication authorized by paragraphs (b) and (c) of this subsection, the department may use any other medium reasonably calculated to reach prospective bidders or proposers.

SECTION 13. BIDS OR PROPOSALS ARE OFFERS.

- a. **Offer and Acceptance.** The Bid or Proposal is the Bidder's or Proposer's offer to enter into a contract. The County's award of the contract constitutes acceptance of the offer and binds the supplier to the contract.
- b. **Responsive Offer.** The County will award the contract only to a Responsible Bidder or Proposer with a Responsive Offer (see Definitions).
- c. **Contingent Offers.** A Bidder or Proposer shall not make its Offer contingent upon the County's acceptance of Specifications or Contract terms other than those contained or requested in the Solicitation Document.
- d. **Bidder's/Proposer's Acknowledgement.** By signing and returning the Offer, the Bidder or Proposer acknowledges it has read and understands the terms and conditions applicable to a Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Contract. If the Request for Proposals authorizes proposal of alternative terms, the Proposer agrees to be bound by the non-negotiable terms and conditions of the Contract and any proposed terms and conditions offered for negotiation upon the County's written acceptance of the proposed terms and conditions.

SECTION 14. PROTESTS OF PROCUREMENT PROCESS, SOLICITATION DOCUMENT AND AWARD [279B.400, 279B.405, 279B.410]

- a. Time for Submission of Protest. Protests of the procurement process, bid specifications or awards shall be presented to the Public Contracting Officer in the following time and manner:
 - i. Protests as to the process or specification shall be received at the Public Contracting Officer's office no later than five (5) calendar days prior to bid closing.
 - ii. Protests as to the process or specification shall be in writing and contain:
 - (1) Sufficient information to identify the nature of the protest and bid to which the protest relates.
 - (2) Grounds demonstrating how the procurement process is contrary to law or how the bid document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name.
 - (3) Evidence or supporting documentation that supports the grounds on which the protest is based;
 - (4) The relief sought.
 - iii. Protests as to the bid award shall contain and follow the requirements set forth in ORS 279B.410 and be received at the Public Contracting Officer's office within three business days from the date of the award of the public contract or the date of the notice of intent to award a public contract, whichever occurs first.
- b. Untimely submission: Protests which are not in writing, do not contain the necessary information listed above or are filed after the deadline shall not be considered.
- c. Extension of Bid Closing. If a procurement process or bid specification protest is timely presented, the bid opening date may be extended if necessary to allow consideration of the protest and issuance of any addendum.

SECTION 15. ADDENDA.

- a. Requirement A solicitation document may be changed only by a written addendum issued by Curry County. When an addendum is required, it shall be issued to all prospective bidders or proposers on the list maintained for the procurement in question by Curry County.
- b. Acknowledgement Required. A bidder or proposer must timely acknowledge in writing receipt of all addenda issued by Curry County. Failure to acknowledge receipt of an addendum may cause a bid to be rejected as nonresponsive, and may cause a proposal to be considered outside the competitive range or to be determined after evaluation to be inferior to other proposals that included acknowledgment of receipt of the addendum. Acknowledgment of receipt of an addendum most often will be part of the bid or proposal, but may be separate from the bid or proposal, and need not be sealed. Curry County shall accept a written acknowledgment of receipt of an addendum by any commercially reasonable means, including but not limited to fax and email. Acknowledgment of receipt of an addendum to an invitation for bids is timely only if it is received in a manner and at a time that would make it timely if it were a bid.
- c. Distribution. Addenda may be distributed by U.S. mail, fax, hand delivery, or other commercially reasonable means. Curry County in its' sole discretion, may extend a bid opening to allow a bidder time to acknowledge receipt of the addendum.

SECTION 16. CORRECTION AND WITHDRAWAL OF BIDS [ORS 279B.055(7)].

The Attorney General Model Rules shall provide for and regulate the correction and withdrawal of bids before and after bid opening and the cancellation of awards or contracts based on bid mistakes. After bid

opening, changes in bids prejudicial to the interests of the public or fair competition are not permitted. All decisions to permit the correction or withdrawal of bids, or to cancel an award or a contract based on bid mistakes, shall be supported by a written determination by the contracting agency that states the reasons for the action taken.

SECTION 17. TIME FOR COUNTY ACCEPTANCE AND EXTENSION OF OFFER.

- a. An offer is irrevocable, valid and binding on the Bidder or Proposer for not less than sixty (60) days from closing unless otherwise specified in the Solicitation Document.
- b. The County may request, orally or in writing, that suppliers extend, in writing, the time during which the County may accept their offer(s). If a Bidder or Proposer agrees to such extension, the Offer shall be irrevocable, valid and binding for the agreed upon extension.

SECTION 18. TIED BIDS OR OFFERS.

- a. Definition. Tie Offers are low tie Responsive Bids from Responsible Bidders or high tie Responsive Proposals from Responsible Proposers that are identical in price, fitness, availability and quality.
- b. Award. If awarded, the County shall award the contract based on the following order of precedence:
 - i. Goods or services that have been manufactured or produced in this state pursuant to ORS 279A120.
 - ii. The Offer of the Bidder or Proposer whose principal offices or headquarters are located in Oregon.
 - iii. If a tie Offer remains after subsections b(i) and (b)(ii), then by drawing Jots among any tied Bidders or Proposers. Such Bidders or Proposers shall be given notice and an opportunity to be present when the lots are drawn.

SECTION 19. REJECTION OF INDIVIDUAL BIDS OR PROPOSALS.

- a. General. In accordance with ORS 279B.100 and 279C.395, the County may reject any Offer not in compliance with all prescribed solicitation procedures and requirements, and may reject for good cause any Offer upon a written finding of the County that it is in the public interest to do so.
- b. Additional Basis Rejection. The County may reject an Offer upon the County's finding that:
 - i. The Contract is for a Public Work and the Commissioner of the Bureau of Labor and Industries has declared the Bidder ineligible under ORS 279C.860; or
 - ii. The supplier is not responsible. A supplier is not responsible if the County finds:
 - (1) The Bidder or Proposer does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Bidder or Proposer to meet all contractual responsibilities;
 - (2) The Bidder or Proposer does not have satisfactory record of performance. The County shall document the record of performance of the

Bidder or Proposer if the County finds the Bidder or Proposer not responsible under this paragraph;

(3) The Bidder or Proposer does not have a satisfactory record of integrity. The County shall document the record of integrity of the Bidder or Proposer if the County finds the Bidder or Proposer not to be a Responsible Bidder or Proposer under this paragraph;

(4) The Bidder or Proposer is not qualified legally to contract with the County; and

(5) The Bidder or Proposer has not supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder or Proposer fails to promptly supply information requested by the County concerning responsibility, the County shall base the determination of responsibility upon any available information, or may find the Bidder or Proposer not responsible;

iii. The Contract is for a Public Improvement and the Construction Contractor's Board lists the Bidder as not qualified;

iv. The Bidder or Proposer has not met the requirements of ORS 279A.105(1) or (2) if required by the Solicitation Document;

v. Other circumstances relevant to the Offer, or Bidder or Proposer, indicate that acceptance of the Offer may impair the integrity of the selection process;

vi. The Offer is contingent upon the County's acceptance of terms and conditions (including Specifications) that differ from the Solicitation documents;

vii. The Offer takes exception to some of the terms and conditions in the Solicitation documents;

viii. The Offer offers goods or services that fail to meet the Specifications of the Solicitation Document;

ix. The Offer is late;

x. The Offer is not in substantial compliance with the Solicitation Document or these public procurement Rules; or

xi. The Offer has not submitted properly executed Bid or Proposal security as required by the Solicitation Document.

SECTION 20. REJECTION OF ALL OFFERS.

a. Rejection. The County may reject all Offers for good cause upon a Written finding it is in the public interest to do so. The County will notify all Bidders or Proposers of the rejection of all Offers, along with the good cause justification and finding.

b. Criteria. The County may reject all Offers upon a Written finding that:

i. The content of or an error in the Solicitation Documents, or the solicitation process unnecessarily restricted competition for the Contract;

ii. The price, quality or performance presented by the Bidders or Proposers is too costly or of insufficient quality to justify acceptance of the Offer;

iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;

iv. Causes other than legitimate market forces threaten the integrity of the competitive procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct, and inadvertent or unintentional errors in the Solicitation Document;

iv. Any other circumstance indicating completion of the solicitation would not be in the public interest.

SECTION 21. NEGOTIATION WHEN BIDS EXCEED BUDGET [ORS 279C.340].

The Public Contracting Officer may negotiate with the lowest responsive, responsible bidder when all responsive bids from responsible bidders exceed the County's cost estimate in accordance with ORS 279C.340. The Public Contracting Officer shall negotiate to obtain the best possible value for the County. In the event the Public Contracting Officer cannot, in his or her discretion, obtain the best possible value, the Public Improvement Project shall be competitively re-bid or abandoned.

SECTION 22. NOTICE OF INTENT TO AWARD.

Unless otherwise provided in the Solicitation Document, the County shall provide notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 and ORS 279C.410(7) at least seven (7) days before the award of a contract, unless the County determines that circumstances require the prompt execution of the contract, in which case the County may provide a shorter notice period. This section does not apply to contracts awarded as a small procurement (ORS 279B.065), an intermediate procurement (ORS 279B.070), sole source procurement (ORS 279B.075), an emergency procurement (ORS 279B.080), or a special procurement (ORS 279B.085).

SECTION 23. RECORD KEEPING.

To facilitate contract file record keeping and reduce accounting and auditing difficulties in having dispersed contract files, each department will maintain a complete file on all contracts executed on behalf of that department. Information to be included in the file shall include, at a minimum, any and all invitation for bids or requests for proposals, bid or proposal advertisements, recordings of minutes of contract selection meetings and other meetings, original signed contract, and any approved Local Contract Review Board waivers.

SECTION 24. RECEIVING PROCEDURES.

When a delivery is made of materials, supplies, furniture, equipment, etc., the person signing for the delivery shall check the container. If the container is damaged in any way, the container shall be opened and the contents inspected prior to signing for the delivery. Any damage should be noted on the freight or delivery slip. Likewise, if items are delivered and assembled, a full inspection should be performed prior to signing any freight or delivery slip.

SECTION 25. TRANSFER. SALE OR DISPOSAL OF PERSONAL PROPERTY [279A.185].

Any personal property that becomes surplus shall be disposed of in the manner set forth in Curry County Order No. 11499 adopted November 4, 2002. 12931 adopted October 6, 2008, per Order No. 12932, adopted October 6, 2008.

APPENDIX A - DEFINITIONS

279A.010 Definitions for Public Contracting Code. (1) As used in the Public Contracting Code, unless the context or a specifically applicable definition requires otherwise:

1. (a) "Bidder" means a person that submits a bid in response to an invitation to bid.
- (b) "Contracting agency" means a public body authorized by law to conduct a procurement "Contracting agency" includes, but is not limited to, the Director of the Oregon Department of Administrative Services and any person authorized by a contracting agency to conduct procurement on the contracting agency's behalf. "Contracting agency" does not include the judicial department or the legislative department.
- (c) "Days" means calendar days.
- (d) "Department" means the Oregon Department of Administrative Services.
- (e) "Director" means the Director of the Oregon Department of Administrative Services or a person designated by the director to carry out the authority of the director under the Public Contracting Code.
- (f) "Emergency" means circumstances that:
 - (A) Could not have been reasonably foreseen;
 - (B) Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 - (C) Require prompt execution of a contract to remedy the condition.
- (g) "Energy savings performance contract" means a public contract between a contracting agency and a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures, including a design-build contract, that guarantee energy savings or performance.
- (h) "Executive department" has the meaning given that term in ORS 174.112.
- (i) (A) "Grant" means:
 - (i) An agreement under which a contracting agency receives moneys, property or other assistance, including but not limited to federal assistance that is characterized as a grant by federal law or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, from a grantor for the purpose of supporting or stimulating a program or activity of the contracting agency and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions; or
 - (ii) An agreement under which a contracting agency provides moneys, property or other assistance, including but not limited to federal assistance that is characterized as a grant by federal law or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, to a recipient for the purpose of supporting or stimulating a program or activity of the recipient and in which no substantial involvement by the contracting agency is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions.

(B) "Grant" does not include a public contract for a public improvement, for public works, as defined in ORS 279C.800, or for emergency work, minor alterations or ordinary repair or maintenance necessary to preserve a public improvement, when under the public contract a contracting agency pays, in consideration for contract performance intended to realize or to support the realization of the purposes for which grant funds were provided to the contracting agency, moneys that the contracting agency has received under a grant.

j) "Industrial oil" means any compressor, turbine or bearing oil, hydraulic oil, metal-working oil or refrigeration oil.

(k) "Judicial department" has the meaning given that term in ORS 174.113.

(L) "Legislative department" has the meaning given that term in ORS 174.114.

(m) "Local contract review board" means a local contract review board described in ORS 279A.060.

(n) "Local contracting agency" means a local government or special government body authorized by law to conduct procurement. "Local contracting agency" includes any person authorized by a local contracting agency to conduct procurement on behalf of the local contracting agency.

(o) "Local government" has the meaning given that term in ORS 174.116.

(p) "Lowest responsible bidder" means the lowest bidder who:

(A) Has substantially complied with all prescribed public contracting procedures and requirements;

(B) Has met the standards of responsibility set forth in ORS 279B.110 or 279C.375;

(C) Has not been debarred or disqualified by the contracting agency under ORS 279B.130 or 279C.440; and

(D) If the advertised contract is a public improvement contract, is not on the list created by the Construction Contractors Board under ORS 701.227.

(q) "Lubricating oil" means any oil intended for use in an internal combustion crankcase, transmission, gearbox or differential or an automobile, bus, truck, vessel, plane, train, heavy equipment or machinery powered by an internal combustion engine.

(r) "Person" means a natural person capable of being legally bound, a sole proprietorship, a corporation, a partnership, a limited liability company or partnership, a limited partnership, a for-profit or nonprofit unincorporated association, a business trust, two or more persons having a joint or common economic interest, any other person with legal capacity to contract or a public body.

(s) "Post-consumer waste" means a finished material that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste.

(t) "Price agreement" means a public contract for the procurement of goods or services at a set price with:

(A) No guarantee of a minimum or maximum purchase; or

(B) An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services in which the contracting agency does not guarantee a minimum or maximum additional purchase.

(u) "Procurement" means the act of purchasing, leasing, renting or otherwise acquiring goods or services. "Procurement" includes each function and procedure undertaken or required to be undertaken by

a contracting agency to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Public Contracting Code.

(v) "Proposer" means a person that submits a proposal in response to a request for proposals.

(w) "Public body" has the meaning given that term in ORS 174.109.

(x) "Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.

(y) "Public contracting" means procurement activities described in the Public Contracting Code relating to obtaining, modifying or administering public contracts or price agreements.

(z) "Public Contracting Code" or "code" means ORS chapters 279A, 279B and 279C.

(aa) "Public improvement" means a project for construction, reconstruction or major renovation on real property by or for a contracting agency. "Public improvement" does not include:

(A) Projects for which no funds of a contracting agency are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(B) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

(bb) "Public improvement contract" means a public contract for a public improvement. "Public improvement contract" does not include a public contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

(cc) "Recycled material" means any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled.

(dd) "Recycled oil" means used oil that has been prepared for reuse as a petroleum product by refining, redefining, reclaiming, reprocessing or other means, provided that the preparation or use is operationally safe, environmentally sound and complies with all laws and regulations.

(ee) "Recycled paper" means a paper product with not less than:

(A) Fifty percent of its fiber weight consisting of secondary waste materials; or

(B) Twenty-five percent of its fiber weight consisting of post-consumer waste.

(ff) "Recycled PETE" means post-consumer polyethylene terephthalate material.

(gg) "Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of its total weight consisting of post-consumer waste. "Recycled product" includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

(hh) "Secondary waste materials" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value. "Secondary waste materials" includes post-consumer waste. "Secondary waste materials" does not include excess virgin resources of the manufacturing process. For paper, "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or

trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process.

(ii) "Special government body" has the meaning given that term in ORS 174.117.

(jj) "State agency" means the executive department, except the Secretary of State and the State Treasurer in the performance of the duties of their constitutional offices.

(kk) "State contracting agency" means an executive department entity authorized by law to conduct procurement.

(ll) "State government" has the meaning given that term in ORS 174.111.

(mm) "Used oil" has the meaning given that term in ORS 459A.555.

(nn) "Virgin oil" means oil that has been refined from crude oil and that has not been used or contaminated with impurities.

(2) Other definitions appearing in the Public Contracting Code and the sections in which they appear are:

"Adequate" ORS 279C.305

"Administering contracting agency" ORS 279A.200 "Affirmative action" ORS 279A.100

"Architect" ORS 279C.100 "Architectural, engineering and land surveying services" ORS 279C.100 "Bid documents" ORS 279C.400 "Bidder" ORS 279B.415

"Bids" ORS 279C.400

"Brand name" ORS 279B.405

"Brand name or equal specification" ORS 279b.200 "Brand name specification" ORS 279B.200

"Class special procurement" ORS 279B.085 "Consultant" ORS 279C.115

"Contract-specific special procurement" ORS 279B.085 "Cooperative procurement" ORS 279A.200

"Cooperative procurement group" ORS 279A.200 "Donee" ORS 279A.250

"Engineer" ORS 279C.100

"Established catalog price" ORS 279B.005 "Findings" ORS 279C.330

"Fire protection equipment" ORS 279A.190 "Flagger" ORS 279C.810

"Fringe benefits" ORS 279C.800

"Funds of a public agency" ORS 279C.810

"Good cause" ORS 279C.585 "Good faith dispute" ORS 279C.580 "Goods" ORS 279B.115

"Goods and services" or

"goods or services" ORS 279B.005

"Interstate cooperative procurement" ORS 279A.200

"Invitation to bid" ORS 279B.005 and 279C.400

"Joint cooperative procurement" ORS 279A.200

"Labor dispute" ORS 279C.650 "Land surveyor" ORS 279C.100 "Legally flawed" ORS 279B.405

"Locality" ORS 279C.800

"Nonprofit organization" ORS 279C.810

"Nonresident bidder" ORS 279A.120

"Not-for-profit organization" ORS 279A.250

"Original contract" ORS 279A.200

"Permissive cooperative procurement" ORS 279A.200

"Person" ORS 279C.500

and 279C.815

"Personal services" ORS 279C.100 "Prevailing rate of wage" ORS 279C.800 "Procurement description" ORS 279B.005 "Property" ORS 279A.250

"Public agency" ORS 279C.800

"Public contract" ORS 279A.190

"Public contract for goods or services" ORS 279B.005

"Public works" ORS 279C.800

"Purchasing contracting agency" ORS 279A.200 "Regularly organized fire department" ORS 279A.190

"Related services" ORS 279C.100

"Request for proposals" ORS 279B.005 "Resident bidder" ORS 279A.120

"Responsible bidder" ORS 279A.105 and 279B.005

"Responsible proposer" ORS 279B.005 "Responsive bid" ORS 279B.005 "Responsive proposal" ORS 279B.005 "Retainage" ORS 279C.550

"Special procurement" ORS 279B.085 "Specification" ORS 279B.200

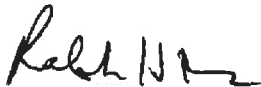
"State agency" ORS 279A.250 "Substantial completion" ORS 279C.465 "Surplus property" ORS 279A.250 "Unnecessarily restrictive" ORS 279B.405

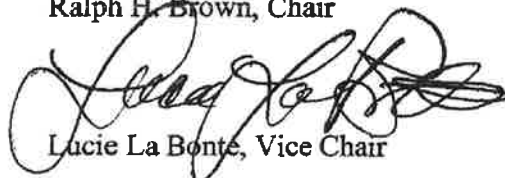
3) If any section, subsection, provision, clause or paragraph of this Order shall be adjudged or declared by any competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Order; and it is hereby expressly declared that every other section, subsection, provision, clause or paragraph of this Order enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

3) This order shall be effective March 1, 2005.

DATED this 25th day of February, 2005.

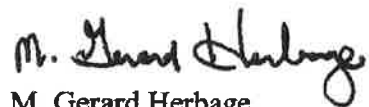
BOARD OF CURRY COUNTY COMMISSIONERS


Ralph H. Brown, Chair


Lucie La Bonte, Vice Chair


Marlyn Schafer, Chair

Approved as to Form:


M. Gerard Herbage
Curry County Legal Counsel

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

In the Matter of an Order)
Readopting the County's) ORDER NO. 12281
Local Contract Review)
Board Rules and Opting)
Out of the AG Model Rules)

WHEREAS, ORS 279A.065(5)(a) specifically allows a contracting agency such as a county to adopt its own rules for public contracting in lieu of the model rules adopted by the Attorney General; and

WHEREAS, on February 25, 2005, the Board of Curry County Commissioners adopted new local contract review board rules (instead of adopting the model rules) and repealed its old rules in response to changes in the law by the 2003 Oregon Legislature; and

WHEREAS, ORS 279A.065(5)(b) provides that "a contracting agency that adopts rules under this section shall review the rules each time the Attorney General modifies the model rules under this section to determine whether the contracting agency should modify its rules to ensure compliance with statutory changes"; and

WHEREAS, the 2005 Oregon Legislature made some changes to the public contracting law, and the Attorney General amended its model rules effective January 1, 2006; and

WHEREAS, the County has reviewed the new model rules, and finds that it is appropriate to readopt the County's local rules at this time; and

WHEREAS, the County reserves the right to amend its local contract review board rules in the future as deemed necessary by the Board of Curry County Commissioners;

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


- 1) The County local contract review board rules as found in Order No. 12053 are readopted in their entirety.
- 2) Curry County expressly opts out of the new model rules adopted by the Attorney General.
- 3) This order shall be effective upon its passage.

DATED this 30th day of January, 2006.

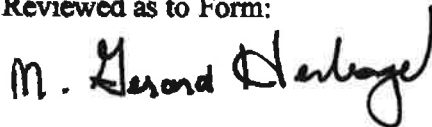
BOARD OF CURRY COUNTY COMMISSIONERS


Lucie La Bonté, Chair


Marlyn Schäfer, Vice Chair


Ralph H. Brown, Commissioner

Reviewed as to Form:



M. Gerard Herbage
Curry County Legal Counsel

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Resolution Declaring a Wildfire Risk and Endorsement of a Forest Protection Plan**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: Dec. 6, 2017 **DEPARTMENT:** BOC **TIME NEEDED:** 5 Mins.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** Comm. Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 11/28/2017**BRIEF BACKGROUND OR NOTE: (If no memo attached)****FILES ATTACHED:**

- (1) Memo
- (2) Proposed Resolution
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☒ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 12/06/17 BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: RESOLUTION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐

BOC/ADMINISTRATION

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT – INTERIM COUNTY ADMINISTRATOR

SUBJECT: RESOLUTION RE: WILDFIRES

DATE: (FOR) DEC. 6, 201

BACKGROUND: Some weeks ago the BOC heard a presentation and received a written report suggesting the use of wild horses, currently being housed by the US Bureau of Land Management (BLM), to remove ladder fuels and undergrowth that promote wild fires in public forest lands.

RELEVANT FACTS: There has been a steady increase, over several decades, in both the number and impact of wild fires in the western states, including Oregon. Many forest experts believe that the severity of these wildfires could be reduced by reducing the amount and type of undergrowth or brush in the forests. The attached resolution indicates Curry County support for the consideration of using wild horses to control undergrowth and urges the federal government to begin a trial project in the Kalmiopsis wilderness.

OPTIONS: Adopt, Amend or Reject the attached resolution.

RECOMMENDTION: Approve the attached resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CURRY COUNTY BOARD OF COMMISSIONERS

DECLARATION OF INORDINATE WILDFIRE RISK

AND

ENDORSEMENT OF A FOREST PROTECTION PLAN OF ACTION

WHEREAS, catastrophic wildfire has and continues to present a serious and growing threat to the health and safety of the citizens and their property, as well as the property and the natural resources of Curry County, Oregon and the State of Oregon; and,

WHEREAS, the trend of deforestation in the United States, especially the western states due to wildfires is by all accounts accelerating, with approximately 9-million acres of forests having burned in just 2017, and of that nearly 678,000 acres in Oregon including the approximate 190,000-acre *Chetco Bar Megafire* that devastated the forest and watershed in the Kalmiopsis Wilderness Area (Rogue River-Siskiyou National Forest) in Curry County, Oregon; and,

WHEREAS, the elected and appointed officials of **Curry County**, the State of Oregon and the nation have an obligation and duty to preserve public safety and protect the citizenry, their homes, properties, businesses, critical infrastructure, public and private enterprises, and publicly owned natural resources by ensuring the landscape is as fire resilient as possible using any and all reasonable and cost effective means of fire prevention, which would also support cost reduction for fire-fighting efforts while increasing the safety for firefighters; and,

WHEREAS, approximately 60-percent of all forest lands in Oregon are owned by the federal government, with about 53-percent of the land within Curry County, Oregon being federally owned and managed land; and,

WHEREAS, in a matter of just a few months during 2017, more than 678,000 acres of Oregon forests have been devastated by wildfires, killing wildlife along with destroying their habitats, some of which are threatened and endangered species, devastating watersheds and fisheries, and creating a toxic smoke that is now linked by the National Health Institute to serious injurious health effects and death among citizens; and,

WHEREAS, the Rogue River-Siskiyou Kalmiopsis Wilderness Area and its forests, which is situated within Curry County and is at extremely high-risk for catastrophic wildfire due to its location in a designated high wildfire risk region within Oregon, coupled with prodigious amounts of annually occurring grasses and brush and the absence of any ground fuel management program to abate super-hot burning grasses and brush within the Rogue River-Siskiyou Kalmiopsis Wilderness Area; and,

WHEREAS, given the immediate proximity to the towns, homes, ranches and critical infrastructure of Curry County and the potential for catastrophic wildfire spreading from National Forests and the Rogue River-Siskiyou Kalmiopsis Wilderness Area and its forests into these and other adjacent areas, these forests in their present state of mismanagement as to ground fuels present an intolerable level of exposure and risk to the lives and health of citizens, private and public properties, natural resources, critical infrastructure such as electrical power transmission lines, communications and roads; and,

WHEREAS, catastrophic wildfire is devastating to the watersheds that are critically vital to local fisheries and for community its economy and municipal water supplies, which would be adversely affected by catastrophic wildfire and further subjecting the local population and agricultural enterprise to a degradation of water quality and supply; and,

WHEREAS, because there is an acute shortage of black-tail deer and elk in Northern California and Southwestern Oregon that would normally abate millions of tons of fire causing grasses and brush in an around forest ecosystems, the reintroduction of a large native ungulates such as the native species American wild horses is both logical and cost effective since they are available at virtually no cost from both the BLM and the USFS; and,

WHEREAS, the BLM and USFS are current supporting approximately 50,000 wild horses in corrals at a cost of approximately \$80-million dollars annually to taxpayers, and these horses have the capacity to abate 1.5-millions pounds of grasses and brush daily or ca. 274,000-tons of grass and brush annually, and;

NOW, THEREFORE BE IT RESOLVED that the Curry County Board of Commissioners request that the United States Forest Service and Bureau of Land Management take immediate action to initiate a program of wildfire prevention by

releasing corralled wild horses into selected federal forests in Oregon (in Curry County) currently at risk for catastrophic wildfire.

Be It Further Resolved That the Curry County board of commissioners request that the Governor of Oregon endorse this request and further request that said federal agencies implement the initiative known as the 'Natural Wildfire Abatement And Forest Protection Plan' (*Wild Horse Fire Brigade*), which posits the redistribution of wild horses from federal corrals into federal forests at risk from wildfire, including the Rogue River-Siskiyou Kalmiopsis Wilderness Area.

PASSED AND ADOPTED by the Curry County Board of Commissioners at a regular meeting of said Board, held the _____ day of December, 2017, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____ COUNTY CLERK

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:** Curry Commissioner Support for U.S. House Resolution 2936**AGENDA DATE^a:** 12-6-17 **DEPARTMENT:** **TIME NEEDED:** 10 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 11-30-17

BRIEF BACKGROUND OR NOTE^b: The Association of Oregon Counties, Commissioner Boice and the Curry Prevention and Recovery Organization are requesting the Curry County Board of Commissioners pass a motion supporting House Resolution 2936, also know as "The Resilient Federal Forests Act." It is co-sponsored by Oregon Representative Greg Walden, District 1. It addresses the growing economic and environmental threats of catastrophic wildfires that scorched over 678,000 acres of land alone across oregon this year. This includes the 2nd largest (2017) fire in the U.S.; the Chetco Bar Fire that destroyed 191,000 acres, including 16,000 private acres and 9 homes. The bill passed with strong bi-partisan support in the U.S. house and is now pending in the US Senate. An affirmative Consent Calendar vote would include direction to staff to prepare a support letter for BOC signature, directed to the appropriate agencies and elected officials.

^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Declaration**

(1)Supporting Information

(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:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☒ No ☐

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner 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 ☐

[Congress \(/congress\)](/congress/) / [Bills \(/congress/bills\)](/congress/bills/) / [H.R. 2936 \(115th\) \(/congress/bills/115/hr2936\)](/congress/bills/115/hr2936/)
/ [Summary](#)

H.R. 2936: Resilient Federal Forests Act of 2017

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[Overview \(/congress/bills/115/hr2936\)](/congress/bills/115/hr2936/) **[Summary \(/congress/bills/115/hr2936/summary\)](/congress/bills/115/hr2936/summary/)**

[Details \(/congress/bills/115/hr2936/details\)](/congress/bills/115/hr2936/details/) [Text \(/congress/bills/115/hr2936/text\)](/congress/bills/115/hr2936/text/)

Republican Policy Committee's Summary

H.R. 2936 expedites forest health projects under the National Environmental Policy Act (NEPA) and improves forest management activities on public lands and Tribal lands to return resilience to overgrown, fire-prone forested lands. The bill simplifies environmental process requirements, reduces project planning times, and lowers the cost of implementing forest management projects while still ensuring robust protection of the environment through environmental review. In addition, the legislation rewards collaboration, provides for an alternative process to resolve litigation against forest projects, and streamlines bureaucratic processes, while modernizing the Secure Rural Schools and Community Self Determination Act and empowering Resource Advisory Committees to bring diverse viewpoints together to solve national forest management problems.

The bill's proponents contend that the most significant result of diminished forest health is the significant increase in catastrophic wildfires in the past 15 years. These catastrophic wildfires have a significant negative impact on watershed health, wildlife habitat, property, and human life. In 2016 alone, a total of 4,312 structures were destroyed by wildfires, including 3,192 residences, 1,025 minor structures and 78 commercial structures. Most disturbing, agency data indicates that 349 lives have been lost to catastrophic wildfire in the last twenty years.

The bill's proponents attribute the steep decline in timber harvests from federal forests to the alarming increase in the size and intensity of catastrophic wildfires. From the mid-1950s to the mid-1990s, USFS typically harvested between 10 and 12 billion board feet of timber annually. Beginning in 1996, the average amount of timber harvested from federal forests fell to between 1.5 and 3.3 billion board feet. However, since 1996, the average annual number of acres burned due to catastrophic wildfire total over 6.2 million acres per year.

Over 58 million acres of national forest are at high or very high risk of severe wildfire. According to the bill's proponents, the reason for the declining health and productivity of federal forests is twofold: longer planning and bureaucratic review periods that result in increased time and cost for planning and executing forest management activities, and litigation on forest planning decisions.

Last updated Nov 8, 2017. Source: [Republican Policy Committee \(https://policy.house.gov/legislative/bills/hr-2936-resilient-federal-forests-act-2017\)](https://policy.house.gov/legislative/bills/hr-2936-resilient-federal-forests-act-2017)

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(1) In general.—

With respect to a forest management activity carried out pursuant to this Act, consultation required under section 7 of the Endangered Species Act of 1973 (16 U.S.C. 1536 (<https://www.law.cornell.edu/uscode/text/16/1536>)) shall be concluded within the 90-day period beginning on the date on which such consultation was requested by the Secretary concerned.

(2) No conclusion.—

In the case of a consultation described in paragraph (1) that is not concluded within the 90-day period, the forest management activity for which such consultation was initiated—

(A) shall be considered to have not violated section 7 of the Endangered Species Act of 1973 (16 U.S.C. 1536(a)(2) (https://www.law.cornell.edu/uscode/text/16/1536#a_2)); and

(B) may be carried out.

Sec. 124. Forest management activities considered non-discretionary actions

For purposes of the Endangered Species Act of 1973 (16 U.S.C. 1531 (<https://www.law.cornell.edu/uscode/text/16/1531>) et seq.), a forest management activity carried out by the Secretary concerned pursuant to this Act shall be considered a non-discretionary action.

Title II

Salvage and Reforestation in Response to Catastrophic Events

Sec. 201. Expedited salvage operations and reforestation activities following large-scale catastrophic events

(a) Expedited environmental assessment.—

Notwithstanding any other provision of law, an environmental assessment prepared by the Secretary concerned pursuant to section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332 (<https://www.law.cornell.edu/uscode/text/42/4332>)) for a salvage operation or reforestation activity proposed to be conducted on National Forest System lands or public lands adversely impacted by a large-scale catastrophic event shall be completed within 60 days after the conclusion of the catastrophic event.

(b) Expedited implementation and completion.—

In the case of reforestation activities conducted on National Forest System lands or public lands adversely impacted by a large-scale catastrophic event, the Secretary concerned shall, to the maximum extent practicable, achieve reforestation of at least 75 percent of the impacted lands during the 5-year period following the conclusion of the catastrophic event.

(c) Availability of Knutson-Vandenberg funds.—

Amounts in the special fund established pursuant to section 3 of the Act of June 9, 1930 (commonly known as the Knutson-Vandenberg Act; 16 U.S.C. 576b (<https://www.law.cornell.edu/uscode/text/16/576b>)) shall be available to the Secretary of Agriculture for reforestation activities authorized by this title.

(d) Timeline for Public Input Process.—

Notwithstanding any other provision of law, in the case of a salvage operation or reforestation activity proposed to be conducted on National Forest System lands or public lands adversely impacted by a large-scale catastrophic event, the Secretary concerned shall allow 30 days for public scoping and comment, 15 days for filing an objection, and 15 days for the agency response to the filing of an objection. Upon completion of this process and expiration of the period specified in subsection (a), the Secretary concerned shall implement the project immediately.

Sec. 202. Compliance with forest plan

A salvage operation or reforestation activity authorized by this title shall be conducted in a manner consistent with the forest plan applicable to the National Forest System lands or public lands covered by the salvage operation or reforestation activity.

Sec. 203. Prohibition on restraining orders, preliminary injunctions, and injunctions pending appeal

No restraining order, preliminary injunction, or injunction pending appeal shall be issued by any court of the United States with respect to any decision to prepare or conduct a salvage operation or reforestation activity in response to a large-scale catastrophic event. Section 705 of title 5 (<https://www.law.cornell.edu/uscode/text/5/705>), United States Code, shall not apply to any challenge to the salvage operation or reforestation activity.

Title III

Forest Management Litigation

Subtitle A

General Litigation Provisions

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** 19th Amendment to OHA IGA for the financing of Public Health**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12-6-2017 **DEPARTMENT:** CCH **TIME NEEDED:** 5 minutes(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain: Old business, consent calendar**CONTACT PERSON:** Ben Cannon **PHONE/EXT:** 541-373-7011 **TODAY'S DATE:** 11/29/17**BRIEF BACKGROUND OR NOTE: (If no memo attached)** This is the 19th amendment to the IGA for the financing of public health. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference. No change in financing. Signatures of BOC and Curry Community Health (Ben Cannon, public health administrator) required.**FILES ATTACHED:**

- (1) 148007 – 19 th.pdf
- (2)
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☒ Email a Digital Copy to: cannonb@currych.org City/State/Zip:☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 12/06 BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Modifies Existing IGA

ASSIGNED TO: MOTION

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley **Yes** ☐ **No** ☐

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

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

Agreement #148007



**NINETEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Nineteenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Curry County ("County"), and Curry Community Health ("CCH"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Curry County.

RECITALS

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

WHEREAS, OHA, County and CCH wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. CCH shall perform all the Program Elements listed in Exhibit B, shall comply with all the terms of a Provider, and shall be considered to have entered into a Provider Contract by execution of this Amendment.
4. County shall perform all statutorily required governance actions of an LPHA.
5. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

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

10. Signatures.

Oregon Health Authority

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CURRY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

CURRY COMMUNITY HEALTH

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

Attachment A

Financial Assistance Award

| State of Oregon Oregon Health Authority Public Health Division | | | Page 1 of 2 |
|---|--|---|-------------------------|
| 1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444 | 2) Issue Date October 24, 2017 | This Action AMENDMENT FY2018 | |
| | | 3) Award Period From July 1, 2017 Through December 31, 2017 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 01 State Support for Public Health | 13,531 | 0 | 13,531 |
| PE 12 Public Health Emergency Preparedness | 34,978 | 0 | 34,978 (d) |
| PE 13 Tobacco Prevention & Education | 29,075 | 0 | 29,075 |
| PE 27 Prescription Drug Overdose Prevention | 47,324 | 0 | 47,324 (i) |
| PE 40 Women, Infants and Children FAMILY HEALTH SERVICES | 50,115 | 0 | 50,115 (b,c,j) |
| PE 41 Reproductive Health Program FAMILY HEALTH SERVICES | 5,248 | 0 | 5,248 (a) |
| PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES | 1,802 | 0 | 1,802 (g) |
| PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES | 2,814 | 0 | 2,814 (g,h) |
| PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES | 6,564 | 0 | 6,564 (g,h) |
| PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES | 961 | 0 | 961 |
| PE 42 Babies First FAMILY HEALTH SERVICES | 0 | 0 | 0 |
| PE 43 Immunization Special Payments | 4,370 | 0 | 4,370 |
| 5) FOOTNOTES: a) \$10,496 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$26,937 ; \$5,387 must be expended for Nutrition Education. \$1,160 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$69,532 ; \$13,906 must be expended for Nutrition Education. \$3,480 must be expended for Breastfeeding Promotion. d) \$69,955 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) Funds provided under this Agreement are intended to enable Local Public Health Authorities to assume primary responsibility for the quality and safety of drinking water provided by most of the public water systems located within the Local public Health Authority's jurisdiction, and may only be used in accordance with and subject to the requirements and limitations set forth below, to deliver the Safe Drinking Water services described in the Program Element Description. | | | |
| 6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
| | | | |
| | | | |

| State of Oregon Oregon Health Authority Public Health Division | | | Page 2 of 2 |
|---|--|---|-------------------------|
| 1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444 | 2) Issue Date October 24, 2017 | This Action AMENDMENT FY2018 | |
| | | 3) Award Period From July 1, 2017 Through December 31, 2017 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 44 School Based Health Centers FAMILY HEALTH SERVICES | 30,000 | 0 | 30,000 |
| PE 44 School Based Health Centers - Mental Health Expansio FAMILY HEALTH SERVICES | 35,000 | 0 | 35,000 |
| PE 50 Safe Drinking Water Program | 11,222 | 0 | 11,222 (e,f) |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| TOTAL | 273,004 | 0 | 273,004 |
| 5) FOOTNOTES: f) \$22,443 Award amount is estimated for Fiscal Year 2018. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. g) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). h) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. i) \$47,324 (\$15,916, 2/12 of \$95,500 Year 2 funds and \$31,408, one-third of \$94,226 Year 1 carryover funds). j) The July-September portion must be spent by September 30th, 2017. \$3,528 is the year-end one-time funding adjustment. \$232 is the second fresh fruit and veggies grant adjustment. | | | |
| 6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
| | | | |
| | | | |

Attachment B

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

| | | | | | |
|---|-------------|---|--|---------------------|--------------|
| PE 50: Safe Drinking Water (SDW) Program | | | | | |
| Federal Award Identification Number(FAIN): | | 98009017 | TBD | N/A | |
| Federal Award Date: | | 09/18/17 | | N/A | |
| Performance Period: | | 08/01/17 - 08/31/20 | 10/01/17-09/30/18 | FY18 | |
| Federal Awarding Agency: | | EPA | EPA | General Funds | |
| CFDA Number: | | 66.468 | 66.432 | | |
| CFDA Name: | | Capitalization Grants/Drinking Water State Revolving Fund | State Public Water System Supervision | | |
| Total Federal Award: | | \$11,705,000 | TBD | N/A | |
| Project Description: | | Oregon's Safe Drinking Water Revolving Fund | Public Water System Supervision Program | | |
| Awarding Official: | | Harold Rodgers @ Rogers.Harold@epa.gov | Harold Rodgers @ Rogers.Harold@epa.gov | | |
| Indirect Cost Rate: | | 17.45% | 16.41% | | |
| Research And Development(Y/N): | | N | N | | |
| Agency/Contractors Name | DUNS | Award Amount | Award Amount | Award Amount | Total |
| CURRY | 042631270 | \$ 3,591 | \$ 4,040 | \$ 3,591 | \$ 11,222 |

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Municipal Audit Contract/Letter of Engagement**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12/06/17 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain: per County Administrator**CONTACT PERSON:** Louise Kallstrom/David Marshall **PHONE/EXT:** 3232 **TODAY'S DATE:** 11/28/17**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Auditor awarded contract at 07/19/17 BOC General Meeting. Need BOC to sign contract & approve David Marshall to sign letter of engagement**FILES ATTACHED:**

- (1) Municipal Audit Contract
- (2) Letter of Engagement
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

^aNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 12/06 BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO:** CONSENT**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐

| | | | | |
|--------------------------|-----|--------------------------|----|--------------------------|
| Commissioner Sue Gold | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Commissioner Court Boice | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

MUNICIPAL AUDIT CONTRACT

This contract is made and entered into on the 1st day of August 2017, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 and 297.990 between Pauly, Rogers and Co., P.C. hereinafter called Auditor, and Curry County, a political subdivision of the State of Oregon, hereinafter called County. The County's Request for Proposal and the Auditor's response thereto are incorporated as part of this agreement.

1. Work to be Performed

Auditor shall conduct an audit of the accounts and fiscal affairs of Curry County for the term, except as otherwise provided, from July 1, 2017, and ending June 30, 2018, with the first audit for the 2016-2017 fiscal year. Said work shall be completed in accordance with all audit requirements of the Single Audit Act, and all provisions of the OMB Circular A-133, and GASB Model 34. The audit shall be subject to the following conditions:

- A. The audit shall be performed in accordance with the minimum standards for audits for municipal corporations as prescribed by law.
- B. The audit shall be undertaken in order to express an opinion upon the general purpose financial statements of County and to determine if County has complied substantially with appropriate legal requirements.
- C. Auditor's examination of County's financial statements shall be made in accordance with generally accepted auditing standards and shall include such tests of the accounting records and such other auditing procedures that Auditor considers necessary in the circumstances. The objective of this examination is the expression of Auditor's opinion of the fairness with which the general purpose financial statements present financial position and results of financial transactions in conformity with generally accepted accounting principles consistently applied.
- D. In making its examination, Auditor shall include

procedures designed to detect illegal acts, errors and irregularities that would have a material effect on the financial statements. County acknowledges that such examinations and procedures involve selective testing of data being examined and that if illegal acts, errors or irregularities exist, they may not be detected.

- E. As a part of its examination, Auditor shall study and evaluate County's system of internal accounting control consistent with generally accepted auditing standards. The purpose of such evaluation is to establish a basis for reliance on the system of internal accounting control in determining the nature, timing and extent of other auditing procedures that are necessary for expressing an opinion on the financial statements.
- F. Auditor shall study and evaluate internal controls (accounting and administrative) applying additional tests required by the Single Audit Act Amendments of 1996. Auditor shall make a report based on such study and evaluation as required by the Single Audit Act Amendments of 1996.
- G. Auditor shall deliver to County copies of the audit report in the form, content and number required by the Minimum Standards for Audits of Oregon Municipal Corporations.
- H. Auditor shall perform the audit as expeditiously as is consistent with professional skill and care. The audit shall be completed and the audit report shall be delivered to County within a reasonable time, but not later than six months after the close of the fiscal year covered by this contract. Auditor shall be given a time extension for unreasonable delays directly caused by County's failure to perform acts required by County by this contract in a timely manner.
- I. Auditor shall perform services as an independent contractor. Auditor shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Auditor. Auditor shall, without additional compensation,

correct or revise any error or deficiencies in the services that are caused by Auditor's negligence.

- J. Upon the request of the County Accountant, Auditor shall provide concise monthly progress reports with the invoices for Auditor's services. Each report shall describe the services provided since the preceding report and the services which Auditor expects to complete prior to the next report.
- K. Auditor shall also prepare County financial statements for the audit period in accordance with federal and state law, rules, regulations and professional standards.

2. County's Responsibilities

County's responsibilities are as follows:

- A. County shall cooperate fully with Auditor to achieve the objectives of this contract. County shall provide to Auditor complete information and criteria for performance of services.
- B. County acknowledges that timely performance of County's responsibilities will facilitate Auditor's performance. County shall perform County's obligations under this contract or any assignment with due diligence.
- C. County is responsible for preparing financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, Auditor shall assist County in drafting them. Auditor may charge County for preparing such financial statements in accordance with subsection 4 below.

3. Term/Termination

The initial term of this contract shall include the initial audit period beginning July 1, 2017, and ending June 30, 2018.

The initial term may be extended by mutual agreement of the parties.

The contract may be terminated without cause by either party after the first year of service with written notice by March 1, for termination by June 30 of that year.

4. Compensation

- A. County shall pay Auditor in accordance with the fee schedule included in the applicable Engagement Letter.
- B. Auditor shall submit monthly invoices to County for Auditor's services and reimbursable expenses within (30) thirty days after the end of the month covered by the statement. County shall pay Auditor within (30) thirty days after receipt and approval of each invoice.
- C. Auditor's fee is based upon the assumption that the County will complete books, records and other documents for which County is responsible prior to the commencement of the audit. If such documents are not provided by County, Auditor may incur additional costs for the services. Auditor's fee will be equitably adjusted to compensate Auditor for such additional costs attributable to County's failure to complete documents for which County is responsible in a timely manner.
- D. If Auditor encounters unusual conditions differing materially from those ordinarily encountered in performing a municipal audit, Auditor's fee will be equitably adjusted by agreement of the parties to compensate Auditor for additional costs attributable to such conditions. Auditor shall immediately inform County when Auditor encounters such unusual conditions.
- E. County shall not be indebted or liable for any obligation created by this contract in violation of the debt limitation of Article XI, Section 10 of the Oregon Constitution.

5. Qualified Personnel

Auditor acknowledges that County is relying upon the qualifications of Auditor's personnel. Auditor has represented, and by entering into this contract now represents, that all personnel assigned to perform services are fully qualified to perform the services in a competent and professional manner.

6. Ownership of Documents

All final reports prepared by Auditor and delivered to the County pursuant to this contract, excluding any Auditor Material (defined below) contained or embodied therein, shall be the property of County. Auditor shall own its working papers and any engagement documentation. Additionally, Auditor shall retain all rights to its accounting-related general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials or other intellectual property which may have been discovered, created, received, developed or derived by Auditor either prior to or as a result of providing services under the contract (collectively, "Auditor Materials), so long as Auditor acquires and applies such intellectual property without any unauthorized use or disclosure of confidential or proprietary information of County. The County shall have a non-exclusive, non-transferable license to use Auditor Materials for its own internal use and for the purposes for which they are delivered to the extent they form part of the final report.

7. County Administration of Contract

The County Accountant shall have the authority to act on behalf of County in the administration and interpretation of this contract. The County Accountant shall have authority to transmit instructions, receive information, interpret and define County's policies, and make other decisions with respect to Auditor's' services.

8. Compliance with Law

- A. This contract shall be governed by the laws of the State of Oregon. Auditor shall perform its obligations under this contract in accordance with all applicable laws, ordinances, rules and regulations now, or hereafter in effect.

- A.1. The audit will be conducted in accordance with the United States General Accounting Office Government Auditing Standards, as promulgated by the Comptroller General of the United States.
- B. The audit shall meet all audit requirements of the Single Audit Act. In addition, the Auditor shall comply with all provisions of OMB Circular A-133, and audit the County's compliance with GASB Model 34.
- C. The audit shall be subject to the requirements of ORS 297.405 through 297.555 and Oregon Administrative Rules promulgated under those statutes.
- D. Auditor shall comply with all applicable provisions of ORS 279B.220, 279B.230, and 279B.235.
- E. Auditor shall provide workers' compensation coverage for all persons employed to perform the services. Auditor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017.

9. Insurance

- A. Auditor shall, at its own expense, and all times during the term of this contract, maintain in force:
 - i. A comprehensive or commercial general liability insurance policy including coverage for contractual liability for obligations assumed under this contract.
 - ii. A professional errors and omissions liability insurance policy.
 - iii. A comprehensive automobile liability insurance policy including owned and non-owned automobiles.
- B. The coverage under each liability insurance policy shall be \$2,000,000 per occurrence (or per claim for the professional liability policy) and \$2,000,000 in the aggregate.
- C. County shall be named as an additional insured under

liability insurance policies provided by Auditor, except for professional errors and omissions liability insurance.

- D. Certificates of insurance acceptable to the County shall be filed with County prior to the commencement of any services by Auditor. Each certificate shall state that coverage afforded under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to County. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

10. Indemnification

Auditor agrees to defend, indemnify, and save County, its agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature to the extent arising out of or incident to the negligent performance of this contract by Auditor. Auditor shall not be held responsible for damages caused by the negligence (whether sole, concurrent or contributory) of County.

11. Default

- A. There shall be a default under this contract if either party materially fails to comply with any provision of this contract within (30) thirty days after the other party gives notice specifying the breach.
- B. Notwithstanding subsection 11A, either party may declare a default by notice to the other party, without allowing an opportunity to cure, if the other party repeatedly, materially breaches the terms of this contract.
- C. In the event of a default, before either party may bring an action in any court concerning this contract, the parties must first endeavor in good faith to

resolve the issue through negotiation or mediation.

- D. Pending final resolution of a dispute or pending termination of this contract under this section, the parties shall proceed diligently with the performance of this contract.
- E. If a default occurs and it is not resolved under subsection 11C above, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law.
- F. Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Curry County.
- G. In the event of any breach of this contract by Auditor, County's cause of action against Auditor shall not be deemed to accrue until County discovers such breach, or should have, with reasonable diligence, discovered such breach. However, the preceding sentence shall not be construed to allow County to prosecute an action against Auditor beyond the maximum time limitation provided by Oregon law.

12. Successors

County and Auditor and the respective successors, assigns, and legal representatives of each are bound by this contract to the other party and to the successors, assigns, and legal representatives of the other party. Auditor shall not assign Auditor's rights or obligations under this contract or enter into any subcontracts for performance of the services without prior written consent of County.

13. Modification

This contract may only be modified by written agreement signed by both the parties.

14. No Waiver

- A. No provision of this contract shall be deemed waived

unless such waiver is in writing and signed by the party alleged to have waived its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute a waiver of any different breach.

- B. County's review, approval, or acceptance of services or payment for services shall not be construed to operate as a waiver of any rights under this contract.

15. Severability

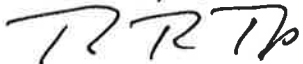
If any provision of this contract is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this contract, and this contract shall be construed as if the invalid provision had never been included in the contract.

16. Entire Agreement

The contract documents and those parts of the request for proposals and Auditor's proposal that are specifically incorporated in this contract comprise the final and complete agreement of the parties and supersede all prior and existing written or oral understandings.

17. Notices

Any notice required to be given pursuant to the Contract shall be in writing and may be given by personal delivery or by registered or certified mail, address to Auditor at 12700 SW 72nd Ave., Tigard, OR, 97223, or to County, addressed to Board of Commissioners, Curry County Courthouse Annex, 94235 Moore Street, Suite 122, Gold Beach, Oregon 97444.


Roy R. Rogers, PARTNER
Pauly, Rogers and Co., P.C.
Authorized Signature Authority

7/24/17
Date

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Sue Gold, Vice-Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John Hutt
Curry County Legal Counsel



PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

November 1, 2017

To the Board of Commissioners
Curry County
94235 Moore Street, Suite 125
Gold Beach, OR 97444

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2017. We will audit the basic financial statements of Curry County as of and for the year ended June 30, 2017.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on (1) Internal Control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*; (2) Internal control related to major programs and an opinion on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and will include tests of the accounting records of Curry County, a determination of major program(s) in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Curry County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions to the financial statements or the Single Audit compliance opinion are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed our opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). You are also responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further you are responsible for designating an individual with suitable skill, knowledge, or experience to oversee our assistance any other nonattest services we provide; and for evaluating the adequacy and results of those nonattest services and accepting responsibility for them. Nonattest services are not conducted in accordance with *Government Auditing Standards*.

CURRY COUNTY

November 1, 2017

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (3) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

CURRY COUNTY

November 1, 2017

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (5) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken on to address significant findings and recommendations resulting from those audits, attestation engagements performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

Schedules and Financial Statements Prepared by Management

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed

CURRY COUNTY

November 1, 2017

above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for assistance in preparation of the financial statements and notes in our fee section below.

General Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors and abuse that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued

CURRY COUNTY
November 1, 2017

pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the major programs. The purpose of these procedures will be to express an opinion the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Curry County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees and Other Items

Roy Rogers is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

CURRY COUNTY
November 1, 2017

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The County hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

The workpapers for this engagement are the property of Pauly, Rogers and Co., P.C. and constitute confidential information. However, we may be requested to make certain information available to grantor agencies pursuant to authority given to it by law or regulation. We will notify you of any such requests. If requested, access to such workpapers will be provided under the supervision of Pauly, Rogers and Co., P.C. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to grantor agencies. The grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following:

Audit Services:

| | |
|--|-----------|
| Financial Statement Audit (including single audit) | \$ 37,500 |
|--|-----------|

Non-Audit Services:

| | |
|--|------------------|
| Assistance in preparation of Financials Statements (including review, printing and binding of reports) | 7,500 |
| Total | <u>\$ 45,000</u> |

CURRY COUNTY
November 1, 2017

This fee includes up to 10 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

If the County does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the County must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork; otherwise a mobilization fee of \$500 will be charged to the County. If the audit team arrives at the County's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the County's books and records are adequately prepared for audit and a mobilization fee of \$500 will be charged to the County.

Upon issuance of any invoices, there is a 30 day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Requests to present the annual financial report to the board of governance or delegated committee will be assessed based on the availability of management during the time requested. An additional fee may be assessed for the presentation based on travel expenses, and time spent for travel, preparation and the presentation. The utilization of a virtual meeting (conference phone call or Skype) may result in a lower presentation fee.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the County and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the County shall be asserted more than two years after the date of this engagement report issued by us.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We have provided staff to work with your County as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your County, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

CURRY COUNTY

November 1, 2017

We appreciate the opportunity to be of service to Curry County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,

A handwritten signature in black ink that reads "Roy R Rogers". The signature is written in a cursive, flowing style.

ROY R. ROGERS, CPA
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: FY19 Budget Calendar****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: DEPARTMENT: Finance **TIME NEEDED:** 10 Minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain**CONTACT PERSON:** David Marshall **PHONE/EXT:** 3204 **TODAY'S DATE:** 11/24/17**BRIEF BACKGROUND OR NOTE^b:** (If no memo attached)^bIndicate if more than one copy to be signed**FILES ATTACHED:**

(1)

(2)

(3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒

(If Yes, brief detail)

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:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒

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 a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐**PART IV – COUNTY ADMINISTRATOR REVIEW**☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO: Choose an item.**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

BOC MEMO

DATE: NOVEMBER 21, 2017
FROM: DAVID MARSHALL
TO: COUNTY ADMINISTRATOR HITT
SUBJECT: PROPOSED BUDGET CALENDAR FOR FY19

BACKGROUND: It is time to begin planning for the county's budget for the next fiscal year, in this case, the year beginning July 1, 2018, and ending June 30, 2019 ("FY19").

RELEVANT FACTS: The attached draft calendar replicates that of the previous year, though it has been simplified. For example, I have chosen to try to schedule the department head meetings in four days instead of five (with two days scheduled for "backup".)

In addition, the budget provides for a week between its distribution to the budget committee (and the public) and the first meeting of that committee. That seems a logical action regardless, but in the May 15th, 2017, meeting of the budget committee, Commissioner Huxley, among others, recommended such an action; many members of the budget committee and the general public were not, and could not have been, familiar enough with the budget to be able to comment on its contents.

Finally, three items from last year have been eliminated entirely: the Budget Advisory Committee (a one-time committee whose authorization has lapsed) and the March 21 and April 4 meetings regarding preliminary budget and proposed budget guidelines (recommended by Louise Kallstrom).

The rest of the calendar emulates last year's calendar, though it might be desirable to have pre-meetings (as allowed under Oregon Budget Law) to assure that new budget committee members, and interested members of the public, understand appropriations, unappropriated ending fund balances, contingencies, reserves, and other subtleties of Oregon Budget Law.

OPTIONS: As this is a calendar covering a period of nearly four months, there are many options, but the one presented to you here had been reviewed by the employees you referenced in your email and have the advantage of simplifying the budget calendar.

RECOMMENDATION(S): Adopt the budget calendar as presented.

BUDGET CALENDAR **FOR THE FISCAL YEAR ENDING 30 JUNE 2019 ("FY19")**

| | |
|-------------------|--|
| Monday, Feb 12 | Department Head Budget Meetings |
| Tuesday, Feb 13 | Department Head Budget Meetings |
| Wednesday, Feb 14 | Department Head Budget Meetings |
| Thursday, Feb 15 | Department Head Budget Meetings |
| Friday, Feb 16 | (Backup Department Head Budget Meetings) |
| Monday, Feb 19 | (Backup Department Head Budget Meetings) |

Do we want to schedule any pre-budget workshops (for the public/employees)?

| | |
|--|---|
| Friday, April 6 | Budget Officer distributes Budget Worksheets to Dept Heads |
| Friday, April 27 | Department Heads return Budget Worksheets to Budget Officer |
| Wednesday, April 11 and Wednesday, April 25 | Publish Notice of Budget Committee Meetings |
| Monday, May 7 | Budget Officer (County Administrator?) presents FY19 Proposed Budget and reads Budget Message to Budget Committee |
| Tuesday, May 14 | Department Heads present Department Budgets to Budget Committee |
| Wednesday, May 15 | Department Heads present Department Budgets to Budget Committee |
| Thursday, May 16 | Department Heads present Department Budgets to Budget Committee |
| Friday, May 16 | Department Heads present Department Budgets to Budget Committee; Motion to Approve Budget and amount or rate of tax the County will impose |
| Wednesday, June 6 | Notice of Hearing on Approved Budget Financial Summary |
| Wednesday, June 20 | Public hearing by BOC on Approved Budget; BOC enacts resolutions adopting Budget, making appropriations, and levying taxes |

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Personnel Action done by Sheriff**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: Finance/HR **TIME NEEDED:** 2 min^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 11/20/17**BRIEF BACKGROUND OR NOTE^b:** (If no memo attached)^bIndicate if more than one copy to be signed**FILES ATTACHED:**

- (1) Exhibit A
- (2)
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☒

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR _12/06_____ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO: PRESENTATION****PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes ☐ No ☐
Commissioner Sue Gold Yes ☐ No ☐
Commissioner Court Boice Yes ☐ No ☐

BOC MEMO TEMPLATE

TO: JOHN HITT

FROM: JULIE SWIFT

SUBJECT: PAF TO PRESENT

DATE: 12/6/17

BACKGROUND: Personnel Rules Article 13, Section G was amended in April 2016 to allow departments to hire and fill positions by completing a Personnel Action Form and not a formal order to the BOC.

RELEVANT FACTS: February 15, 2017 the BOC imposed a limited hiring freeze with order no. 20390. It suspended the above article with the exception of the Sheriff who could still use the PAF process. Part of that article also required that new appointments will be introduced within 60 days of hire as a Presentation to the Board.

Attached is the PAF for Synthia Westerman who was hired as a Communications Deputy and began October 2, 2017.

RECOMMENDATION(S): Recommend that this is an item as a Presentation to the Board.



Exhibit A

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 10-01-17

Employee's Name:

Synthia Westerman

Recommending
Official

Sheriff John Ward

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 10-01-17

Actual start 10/2/17

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM
(use for changes)

Dept

Range

Step

Base Pay

Per

| | | | | | | |
|--|--|--|--|--|-------|--|
| | | | | | Month | |
|--|--|--|--|--|-------|--|

TO
(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

| | | | | | | |
|-------------------------------|----------|------|---|------|-------|--|
| Curry County Sheriff's Office | Dispatch | S-10 | A | 3258 | Month | |
|-------------------------------|----------|------|---|------|-------|--|

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

| Fund | Dept | Division | Object | % |
|-------------------------------|------|----------|--------|------|
| | | | | |
| | | | | |
| | | | | |
| Sum of percentages must equal | | | | 100% |

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

New Hire to fill a vacated position in 911/Dispatch

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date:

10/01/17

Date:

10-1-17

Date:

10-2-2017

Date:

10/3/17

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Order Rescinding Order 20390 “Imposing a Limited Hiring Freeze”****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12-6-2017 **DEPARTMENT:** BOC **TIME NEEDED:** 5 min(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒ If no memo, explain: **See background note.****CONTACT PERSON:** John Hitt **PHONE/EXT:**3287 **TODAY’S DATE:** 11-30-17**BRIEF BACKGROUND OR NOTE:** County Ordinance created position of County Administrator. County Administrator has control and supervision of County departments, divisions and Offices. Repeal of Order 20390 is necessary.**FILES ATTACHED:**

- (1) Order 20390 considered for rescind
- (2) Order rescinding above
- (3)

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) speeds and simplifies hiring for fully budgeted positions
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department’s finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR** 12/06/17 **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

ASSIGNED TO: ADMIN POLICY**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS’ REQUEST TO ADD TO AGENDA:**

- Commissioner Thomas Huxley Yes ☐ No ☐
- Commissioner Sue Gold Yes ☐ No ☐
- Commissioner Court Boice Yes ☐ No ☐

CURRY COUNTY ADMINISTRATION

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT – INTERIM COUNTY ADMINISTRATOR

SUBJECT: RESCINDING OF BOARD ORDER 20390 – HIRING FREEZE

DATE: (FOR) DEC. 6, 2017

:

BACKGROUND: The BOC adopted a partial hiring freeze early this year that effectively took from Department Managers and most elected officials the ability to hire replacement employees and other fully budgeted and approved positions.

RELEVANT FACTS: The County Administrator position is tasked with most hiring decisions for those positions where an employee has terminated, or any new positions that have been budgeted and approved by the BOC. Making application to the BOC for all position replacements is cumbersome, slow and unnecessary.

OPTIONS: 1. Continue to require BOC approval for all hires, even those replacing prior employees who have terminated. 2. Adopt the proposed order rescinding the hiring freeze and allow the County Administrator to fulfill the role and responsibility of the ordinance and job description authorized by the BOC

RECOMMENDATION: Approve the attached Order lifting the hiring freeze

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Imposing a Limited Hiring) ORDER NO. 20390
Freeze)

WHEREAS, the loss in revenue from Safety Net payments will primarily affect the departments that receive discretionary general funds and the Road Department; however all departments will be affected in some manner by the reduction in the budget; and

WHEREAS, the loss in Safety Net payments will force a significant reduction in the workforce and services to balance the budget; and

WHEREAS, it is necessary for the Board to immediately conserve existing funds and reduce the budgetary impact on the next fiscal year;

WHEREAS, the Board of Curry County Commissioners has the authority to fix the number of deputies and employees of county officers whose compensation is to be paid from county funds pursuant to ORS 204.601(1);

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

- 1) The Board of Curry County Commissioners hereby suspends Article 13 A2 of the Curry County Personnel Rules and imposes a hiring freeze under the terms and conditions listed below.
- 2) During the hiring freeze, only essential positions, in the sole judgment of the Board of Commissioners, will be filled.
- 3) If an Elected Official or Department Head believes a vacant position is essential, he or she must first request in writing to fill the position with the Board of Curry County Commissioners. The Elected Official or Department Head must give a copy of the request to each Commissioner. The Board may allow the proposed hiring process to go forward only if at least two of the Board members

concur that the position is essential. The actual hire order must then be approved by a majority of the Board members in open meeting.

- 4) This order supersedes and replaces any prior orders on hiring freezes.
- 5) This order does not apply to employees in the Sheriff Office, referencing ORS 204.635 Deputies of Sheriff; special appointments; authority of deputy; liability of Sheriff for certain deputies, and 206.210 Authority of Sheriff over organization of office.
- 6) This order shall be effective upon passage and shall be in effect until further order of the Board.

DATED this 15th day of February, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

 2/14/17

Thomas Huxley, Chair



Sue Gold, Vice Chair

 2-17-17

Court Boice, Commissioner

Approved as to Form:



John R. Nutt
Curry County Legal Counsel

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding
Order 20390 “Imposing a Limited
Hiring Freeze”

Order No. _____

WHEREAS, on February 15, 2017, the Curry County Board of Commissioners approved Order No. 20390 which imposed a limited hiring freeze. This order, likewise, suspended Article 13 A2 of the Curry County Personnel Rules, superseded and replaced any prior orders on hiring freezes, and was effective upon passage; and

WHEREAS, Curry County has created the office and position of County Administrator who has with certain exceptions the authority to “select, supervise, and discipline all county staff and all employees;” and

WHEREAS, the County Administrator (alone) “. . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . .”(Curry County Code Section 1.17.060); and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

1) Order No. 20390 dated February 15, 2017.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 Rev. 11-21-2017

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

PROPOSED AGENDA ITEM TITLE: Approval to Hire a Vital Statistics Administrative Assistant and Supporting Budget Adjustment Resolution

TIMELY FILED Yes ☐ No ☒

If No, justification to include with next BOC Meeting

AGENDA DATE^a: Dec. 6, 2017 **DEPARTMENT:** Admin & Finance **TIME NEEDED:** 10 Minutes

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

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 12/01/17

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

- (1) Memo
- (2) Job Description
- (3) Resolution
- (4) Revised Budget

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☒ No ☐
(If Yes, brief detail) See Memo – A change in State Requirements
2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail) Provides Vital Statistics Licensing at County
3. Does Agenda Item impact County personnel resources? Yes ☒ No ☐
(If Yes, brief detail) Will require additional supervision and employee support

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:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes ☒ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☒ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** 12/06/17 **BOC MEETING** ☐ **Not Approved for BOC Agenda because**

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

ASSIGNED TO:

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes ☐ No ☐

| | | | | |
|--------------------------|-----|--------------------------|----|--------------------------|
| Commissioner Sue Gold | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Commissioner Court Boice | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

BOC MEMO TEMPLATE

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT – INTERIM COUNTY ADMINISTRATOR

SUBJECT: APPROVAL TO HIRE A VITAL STATISTICS ADMINISTRATIVE ASSISTANT AND SUPPORTING BUDGET RESOLUTION

DATE: (FOR) DEC. 6, 2017

BACKGROUND: The new IGA between Curry County and Curry Community Health requires that Curry County handle directly all vital statistics functions as part of our Public Health program. This necessitates hiring an additional FTE employee and making the necessary budget adjustments.

RELEVANT FACTS: 1. State regulations governing county subcontracting of public health services have changed. These changes are reflected in the revised IGA (Curry County/Curry Community Health) that are included elsewhere on the 12/06 BOC agenda. 2. The new regulations require that the county keep vital statistics functions “in house” including the collection of vital statistic fees. 3. This position will be funded entirely out of these fees.

OPTIONS: No real options as this function is now required by the new state Administrative Rules

RECOMMENDATION(S): Approve as presented

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Administrative Assistant – Public Health

| | |
|----------------------|--|
| EXEMPT: | No |
| SALARY LEVEL: | N-8 |
| SUPERVISOR: | Public Health Administrator/County Administrator |
| PREPARED BY: | Payroll and Personnel Coordinator |

November 2017

POSITION SUMMARY:

Serves as the Vital Statistics Registrar and Administrative Assistant for Environmental Health services. This position also provides information to the public regarding general Public Health questions. Performs clerical work and document creation, which may include the handling of highly sensitive and confidential information

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Vital Statistics Registrar Duties

1. Complies with all instructions of the state registrar per ORS 432.035.
2. Checks upon the compliance of others with the provisions of this chapter and with rules adopted under this chapter.
3. Makes an immediate report to the state registrar of any violation of this chapter or of a rule adopted under this chapter coming to their notice by observation, upon complaint of a person or otherwise.
4. The Oregon Health Authority, after taking into consideration county needs, shall adopt rules under which a county registrar may issue certified copies of records of live births or deaths that occur in the county within six months of the date of the live birth or death.
5. Collects fees associated with vital statistics requests using the up to date fee collection schedule. Daily, submit all collected fees to the County Treasurer for deposit.

Environmental Health Duties

1. Supports the Curry Community Health Environmental Health Coordinator by preparing annual licenses for food, pool, and lodging establishments in Curry County.
2. Assists the Curry Community Health Environmental Health Coordinator with reception duties, taking messages, and relaying information.
3. Provides information to the public at-large regarding the processes for licensing food, pool, and lodging establishments.
4. Collects Environmental Health fees from food, pool, and lodging establishments. Daily, submits all collected fees to the County Treasurer for deposit.

JOB DESCRIPTION
JOB TITLE: Administrative Assistant – Public Health – Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

Public Health Duties

1. Provides information to the public at-large regarding general Public Health questions, provide phone numbers and contacts for Public Health Services, and takes messages for the Public Health Administrator. This includes providing reception services, taking messages, and relaying information.
2. Serves as the Records Custodian for Public Health, responsible for following the State of Oregon statutes and rules regarding records requests and the release of public health information/protected health information.
3. Assists the Public Health Administrator and County Administrator in ensuring the County website is updated on a regular basis and it has current contact information for all Public Health Services in Curry County.

SUPERVISORY RESPONSIBILITIES:

There are no supervisory responsibilities.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THIS POSITION:

Thorough Knowledge of-

Office practices and methods of office organization.
Business English, spelling, grammar, composition.

Ability to-

Communicate effectively in oral and written form, and to work effectively with other employees, agencies & the general public using courtesy, tact & good judgment.

Use computers and business software proficiently including but not limited to MS Office Suite.

Prioritize tasks and meet deadlines.

Remain calm and use good judgment during confrontational or high pressure situations.

Maintain confidentiality.

Use initiative and judgment in carrying out responsibilities with minimal instruction and guidance. Courteously meet and deal effectively with other employees.

JOB DESCRIPTION

JOB TITLE: Administrative Assistant – Public Health – Page 3

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent plus some additional training and three years' or more of experience in an office work environment including experience in administrative, financial and office management functions; or any satisfactory equivalent combination of education, training and experience.

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

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 8

| STEP | MONTHLY RATE | ANNUAL SALARY | HOURLY RATE | O/T RATE |
|------|-----------------|------------------|----------------|-------------|
| A | 3,202 | 38,423 | 18.4726 | 27.7089 |
| | 3,282 | 39,388 | 18.9363 | 28.4045 |
| B | 3,360 | 40,325 | 19.3871 | 29.0807 |
| | 3,445 | 41,343 | 19.8766 | 29.8149 |
| C | 3,530 | 42,362 | 20.3662 | 30.5493 |
| | 3,617 | 43,407 | 20.8686 | 31.3029 |
| D | 3,707 | 44,478 | 21.3837 | 32.0756 |
| | 3,798 | 45,577 | 21.9119 | 32.8679 |
| E | 3,892 | 46,702 | 22.4529 | 33.6794 |
| | 3,988 | 47,854 | 23.0067 | 34.5101 |
| F | 4,086 | 49,033 | 23.5736 | 35.3604 |

| <u>LONGEVITY</u> | <u>MONTHLY</u> | <u>ANNUAL</u> |
|--------------------|----------------|---------------|
| 5-10 YEARS - 1.5% | 50.41 | 604.88 |
| 10-15 YEARS - 2.5% | 84.01 | 1,008.13 |
| 15-20 YEARS - 3.5% | 117.62 | 1,411.38 |
| 20+ YEARS - 5.0% | 168.02 | 2,016.26 |

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: HEARING on Curry County Department Fee Changes (10:30A.M.)****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: DEPARTMENT: BOC TIME NEEDED: 15 min.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain**CONTACT PERSON:** John Hitt **PHONE/EXT:** x3287 **TODAY'S DATE:** 11-28-17**BRIEF BACKGROUND OR NOTE^b: (If no memo attached)**^bIndicate if more than one copy to be signed**FILES ATTACHED:**

- (1) Resolution
- (2) Exhibit "A" A-1-A-3
- (3) Order 11128 for reference in Exhibit "A" (A-2)
- (4) Memo

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR** 12/06/17 **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO: RESOLUTION****PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

| | |
|----------------------------|--|
| Commissioner Thomas Huxley | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Sue Gold | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Court Boice | Yes <input type="checkbox"/> No <input type="checkbox"/> |

CURRY COUNTY ADMINISTRATION

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT – INTERIM COUNTY ADMINISTRATOR

SUBJECT: RESOLUTION ESTABLISHING COUNTY FEES (PUBLIC HEARING)

DATE: (FOR) DEC. 6, 2017

:

BACKGROUND: Curry County Fees have been adjusted twice a year, in December and June. These adjustments are for the purpose of having our fees reflect, as accurately as possible, the actual cost of providing a particular service or benefit to particular members of the public v. the general public. The fee schedule does not include fees set and or mandated by state law.

RELEVANT FACTS:

1. The attached fee resolution will, if adopted, revise county fees for all of 2018. At this time, there is no plan for a further amendment that would be effective July 1, 2018.
2. Most of the fees remain unchanged from 2017. The fee for annexations is proposed for a significant increase due to the considerable amount of staff time involved in bringing these to fruition.
3. An administrative fee has been added for county owned property sold by auction.
4. Most other fee changes are relatively minor
5. This is a Public Hearing that has been appropriately advertised and noticed.

OPTIONS: 1. Leave fees unchanged. 2. Amend proposed fee schedule. 3. Adopt proposed fee schedule.

RECOMMENDATION: Adopt proposed fee schedule.

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

In the Matter of a Resolution)
Establishing County Fees)
For 2018)

RESOLUTION NO. _____

WHEREAS, the Board of Commissioners has initiated a policy to streamline the setting of County fees by having most County fees reviewed and adjusted as necessary once a year around January 1st; and

WHEREAS, the fees listed on the attached Exhibit "A" which is incorporated by reference are in need of being established or updated; and

WHEREAS, Curry County has published notice of its intent to charge fees pursuant to Article Nine Division One of the Curry County Code (Ordinance 96-7, as amended), and held a hearing on the proposal; and

WHEREAS, the Board is in agreement with the proposed new rate schedules found on the attached Exhibit "A";

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

- 1) The new or amended fees shown on Exhibit "A" are adopted effective January 1, 2018 at which time any previous schedule of fees for the same service is repealed.
- 2) All other County fees shall remain the same as they currently are until further resolution of the Board.
- 3) The Department Head for each department, as well as the County Administrator, is delegated the right to waive a fee or fees (or a portion of said fee or fees) in appropriate

circumstances, such as for indigent persons seeking essential public services, or for other services that are provided to a member of the public, but that also provide a direct benefit to the department.

Dated this 6th day of December, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

EXHIBIT "A"
2018 Department Fees

- A-1 Assessor/Tax
- A-2 Commissioners & Economic Development
- A-3 Community Development

**Curry County Assessment & Taxation - Fee Schedule
2018**

| | | CURRENT | PROPOSED |
|---|--|--------------------------|--------------------------|
| Photocopies | | \$0.25 | \$0.25 |
| | <i>(This includes screen shots)</i> | | |
| Faxing | | *\$1.00 per page | *\$1.00 per page |
| Postage & Handling | | | |
| Copies | 1-4 Copies | \$3.00 | \$3.00 |
| | 5-7 Copies | \$3.50 | \$3.50 |
| | 8-10 Copies | \$4.50 | \$4.50 |
| | 11-15 Copies | \$5.00 | \$5.00 |
| | 16-20 Copies | \$5.50 | \$5.50 |
| | 20-Up, have them weighed & handling | | |
| Maps | | | |
| | 18" x 20" Assessor's Map | \$3.00 | \$3.00 |
| | 2-3 maps | \$4.50 | \$4.50 |
| | 4-6 maps | \$5.50 | \$5.50 |
| | 6-Up, have them weighed & handling | | |
| Record Request (**includes dup. tax statements, etc) | | \$5 per acct | \$5 per acct |
| Research time | | \$25 research fee | \$25 research fee |
| Data download - Assessment Roll | | \$200.00 | \$200.00 |
| Audit Packet - Tax Department | | | \$25.00 |
| Monthly Delinquent Files - Tax Department | | | \$50.00 |
| Manufactured Structure Transactions | | | |
| ***Form Print Fee | | | 0.25 per page |
| ***Form Completion Assistance | | | \$20.00 |
| Maps | | | |
| 18" x 20" | Large B/W Assessor Maps | \$10.00 | \$10.00 |
| 8 1/2" x 11" | Small colored GIS generated | \$6.00 | \$6.00 |
| 8 1/2"x 11" | Small B/W Assessor Maps | \$2.00 | \$2.00 |
| Plotted Maps | | | |
| 34" x 44" or 24" x 36" Themed Map Paper | | \$25.00 | \$25.00 |
| (Smaller themed maps @ \$0.60 per vertical inch.) | | | |
| 34" x 44" or 24" x 36" Orthophoto (theme opt.) | | \$50.00 | \$50.00 |
| (Smaller Ortho Maps @ \$1.20 per vertical inch.) | | | |

Data Exports - from Data Analyst

| | | |
|--------------------------------|----------|----------|
| Large Export | \$125.00 | \$125.00 |
| Small Export | \$75.00 | \$75.00 |
| District Export (\$25 minimum) | \$25.00 | \$25.00 |

Cartographic Processing

| | | |
|---|-----------------------|-----------------------|
| Simple LLA, LLV, C&C, Annex., Partitions & Subs | \$200.00 | \$200.00 |
| Subdivions w/4 lots or more | Add'l \$10 Per Lot | Add'l \$10 Per Lot |
| Disqualificaiton Estimates | \$75.00 | \$75.00 |

| | | |
|--|-----------------|-----------------|
| Exemption/Special Assessment Applications (Excludes Veterans & Senior & Disabled) | \$75.00 per App | \$75.00 per App |
|--|-----------------|-----------------|

| | | |
|----------------------------|----------------|----------------|
| Appraiser Revaluation **** | ****\$25.00/hr | ****\$25.00/hr |
|----------------------------|----------------|----------------|

| | | |
|---|---------------|---------------|
| Secured Web Query Access to Assessment Data | \$50.00/month | \$50.00/month |
|---|---------------|---------------|

Data Export through GIS (Lane County):

| | | |
|---------------------------------|----------|---------|
| Shapefile Data | \$125.00 | \$25.00 |
| Tax Lot Data | \$125.00 | \$25.00 |
| Road Centerline Data | | \$25.00 |
| Address Point Data | | \$25.00 |
| Data Export Processing Fee***** | | \$50.00 |

***Curry County is currently not contracted with DCBS through Oregon Building Codes Division to process manufactured home transactions.

This status could change in the future when contract terms can be agreed upon by all parties.

****When appraiser initially denied access to appraise

*****The Data Export Processing fee is the same regardless of whether the request is for one data set or four data sets. (data set \$25 plus processing fee \$50 = \$75 total)

Emailing information:

This office shall charge the applicable fees above for the request and must receive funds prior to information being emailed to the customer.

Local and surrounding area businesses are encouraged to set up an account and will be billed on a monthly basis. This would apply to information requested by phone, mail, fax and email.

*Faxing:

\$1.00 per page will now be charged for faxing (This is in addition to copy fee, record request fee)

**Record Request Fees: This fee also applies for requests of duplicate tax statements and any other

A-2

COMMISSIONER'S OFFICE &
ECONOMIC DEVELOPMENT
2018

| | | <u>CURRENT</u> | <u>PROPOSED</u> |
|---|-----------------------------------|-----------------|-------------------|
| <u>CD or DVD</u> | | <u>\$5.00</u> | <u>\$5.00</u> |
| <u>FAXES:</u> | <u>First Page</u> | <u>\$2.00</u> | <u>\$2.00</u> |
| | <u>Add. Pages & receiving</u> | <u>\$1.00</u> | <u>\$1.00</u> |
| <u>Photocopies:</u> | <u>Letter size</u> | <u>\$0.25</u> | <u>\$0.25</u> |
| | <u>11x14</u> | <u>\$0.50</u> | <u>\$0.50</u> |
| | <u>11x17</u> | <u>\$0.75</u> | <u>\$0.75</u> |
| <u>OLCC Processing:</u> | <u>New License</u> | <u>\$25.00</u> | <u>\$25.00</u> |
| | <u>Renewal</u> | <u>\$25.00</u> | <u>\$25.00</u> |
| | <u>Change</u> | <u>\$25.00</u> | <u>\$25.00</u> |
| | <u>Temporary</u> | <u>\$25.00</u> | <u>\$ 25.00</u> |
| <u>Social Games License:</u> | <u>New/Renew</u> | <u>\$100.00</u> | <u>\$100.00</u> |
| | <u>Add Dealer</u> | <u>\$100.00</u> | <u>\$100.00</u> |
| | <u>Table Fee-Annual</u> | <u>\$250.00</u> | <u>\$250.00</u> |
| <u>Sale of Private Land – Administrative Fee</u> | | <u>\$350.00</u> | <u>\$350.00</u> |
| <u>Per Order No. 11128 (refer to order)</u> | | | |
| <u>Sale of Real Property – Administrative Fee</u> | | | <u>\$1,000.00</u> |
| <u>Annexation</u> | | <u>\$100.00</u> | <u>\$500.00</u> |

(Assessor & Clerk's Offices have fees associated with Annexations and are included on their fee schedules)

2018 PROPOSED FEE SCHEDULE FOR THE CURRY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

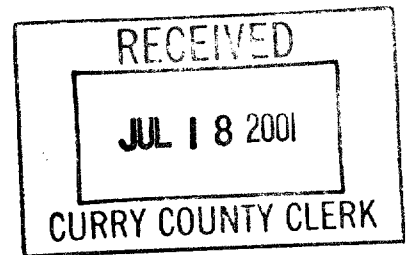
(See Note at the end of the fee schedule for Actual Cost information and requirements)

| | | | | 2017 | 2018 | | | | |
|---|--|--|--|--|---|--|--|--|--|
| Comprehensive Plan/Zoning | | | | | | | | | |
| One Comprehensive Plan with Zone Change Application | | | | Actual Cost & \$6,177 deposit | Actual Cost & \$6,177 deposit | | | | |
| Two or more Comprehensive Plan with Zone Change Applications | | | | | | | | | |
| One Zone Change with exceptions to Statewide Planning | | | | | | | | | |
| Two or more Zone Changes with exceptions to Statewide Planning Goals | | | | | | | | | |
| Master Plan of Development | | | | | | | | | |
| Destination Resorts | | | | | | | | | |
| One Zone Change (without Plan change or Goal exceptions) | | | | Actual Cost & \$4,124 Deposit | Actual Cost & \$4,124 Deposit | | | | |
| Two or more Zone Changes (without Plan change or Goal exceptions) | | | | | | | | | |
| One Land Use Decision by Planning Commission | | | | Actual Cost & 1,860 Deposit | Actual Cost & \$1,860 Deposit for each decision | | | | |
| Two or more Land Use Decisions by Planning Commission | | | | | | | | | |
| Planning Commission Modification of a Planning Commission issued permit or providing an interpretation of a Zoning Ordinance or Comprehensive Plan section. | | | | | Actual Cost & \$1,860 Deposit | | | | |
| One Administrative Land Use Decision by Planning Director | | | | Actual Cost and \$1,449 Deposit | Actual Cost and \$1,449 Deposit | | | | |
| Two or more Administrative Land Use Decisions by the Planning Director | | | | Actual Cost and \$1,449 Deposit | Actual Cost and \$1,449 Deposit for each Decision | | | | |
| Administrative Land Use Decision modification to completed Administrative Land Use Decision by the Planning Director | | | | | Actual Cost and \$1,449 Deposit for each Decision | | | | |
| Renewal – Conditional Use Permit | | | | | | | | | |
| Planning Commission Renewal – CUP | | | | Actual Cost & \$200 Deposit | Actual Cost & \$1000 Deposit | | | | |
| Administrative Renewal – CUP | | | | Actual Cost & Requires deposit equal to \$66 | Actual Cost & Requires deposit equal to \$500 | | | | |
| Administrative Renewal –all other Permits | | | | | Actual Cost & Requires deposit equal to \$500 | | | | |

| Land Divisions | | | | | | | | | |
|---|--|-------------------------------|-------------------------------|---|--------------------------------|---|--------------------------------|--------------------------------|--|
| | 2017 | 2018 | 2017 | 2018 | 2017 | 2018 | 2017 | 2018 | |
| | 1-5 lots | | 6-10 lots | | 11-20 Lots | | 20 + lots | | |
| Property Line Adjustment or Vacation | \$1,242.00 | 1242 deposit & Actual Cost | \$1,242.00 | 1242 deposit & Actual Cost | \$1,242.00 | 1242 deposit & Actual Cost | \$1,242.00 | 1242 deposit & Actual Cost | |
| Determination of Discrete Parcel Status, includes research. | Actual Cost per parcel & \$2.066 Deposit | | | | | | | | |
| Tentative Partition Plat Review and Replat | Actual Cost & \$4,124 Deposit | Actual Cost & \$4,124 Deposit | Actual Cost & \$6,509 Deposit | Actual Cost & \$6,509 Deposit | Actual Cost & \$10,282 Deposit | Actual Cost & \$10,282 Deposit | Actual Cost & \$14,051 Deposit | Actual Cost & \$14,051 Deposit | |
| Tentative Subdivision Plat Review and Replat | | | | | | | | | |
| Tentative Planned Unit Development Plat Review | | | | | | | | | |
| Tentative Planned Unit Development Plat Review | | | | | | | | | |
| Final Partition Plat Review | Actual Cost and \$1,242 Deposit | | | | | | | | |
| Final Subdivision Plat Review | Actual Cost & \$1,242 Deposit | Actual Cost & \$1,242 Deposit | Actual Cost & 1,830 Deposit | Actual Cost & 1,830 Deposit | Actual Cost & \$2,080 Deposit | Actual Cost & \$2,080 Deposit | Actual Cost & \$2,610 Deposit | Actual Cost & \$2,610 Deposit | |
| Final Planned Unit Development | \$1,242.00 | | \$1,830 | | \$2,080.00 | | \$2,610.00 | | |
| | | | | 2017 | | 2018 | | | |
| Rural Address/Road Naming | | | | | | | | | |
| Rural Address - New address | | | | \$212 | | \$212 | | | |
| Rural Address - Re-number Address | | | | \$132 | | \$132 | | | |
| Rural Address - Replacement or extra number plate | | | | \$36 | | \$36 | | | |
| New Road Name Review/Change Road Name | | | | \$624 | | \$624 | | | |
| Flood Damage Prevention | | | | | | | | | |
| Flood Damage Prevent. Ord. Development Permit Review | | | | \$1,449 | | Actual Cost, Requires \$1,449 Deposit | | | |
| Appeals | | | | | | | | | |
| Appeal - Administrative Land Use Decision or interpretation | | | | \$250 | | Actual Cost. Requires \$500 Deposit | | | |
| Appeal - Planning Commission Land Use Decision or interpretation | | | | Actual Cost. Requires deposit equal to \$1,934 + 20% of initial application fee | | Actual Cost. Requires deposit equal to \$1,934 + 20% of initial application fee | | | |
| | | | | 2017 | | 2018 | | | |
| Remand Hearing | | | | \$538 | | Actual Cost. Requires deposit equal to \$538 | | | |
| Planning Consistency Reviews | | | | | | | | | |
| Planning Clearance, Agriculture Building, Septic and/or Erosion Prevention Review | | | | \$151 | | \$151 for up to 3 hours of staff evaluation, Actual Cost after 3 hours | | | |

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| State/Federal Agency Permit Review (LUCS) | | | | \$75 | | \$75 | | | | |
| | | | | 2017 | | 2018 | | | | |
| Other Fees | | | | | | | | | | |
| Pre-Application Conference - Planning Divisions - pre-application fee will be applied to Planning related Permit. | | | | \$212 | | \$400 | | | | |
| Research time up to 15 minutes - Planning and Building Divisions | | | | | | \$0 | | | | |
| Research time in excess of 15 minutes - Planning and Building Divisions | | | | | | Actual Cost with \$250 deposit | | | | |
| Consultation time up to 15 minutes - Planning and Building Divisions | | | | | | \$0 | | | | |
| Consultation time for which no application has been filed in excess of 15 minutes, including site visits - Planning and Building Divisions | | | | | | Actual Cost with \$250 deposit | | | | |
| Annual Subscription to Land Use/Limited Land Use Notices | | | | \$70 to cover postage for subscription to all land use notices | | \$70 to cover postage for subscription to all land use notices | | | | |
| Audio Recording (CD) of a public meeting | | | | \$6 & Actual Costs | | \$10 & Actual Costs | | | | |
| Audio Recording and or electronic copy of records with Aouny provided thumb drive. | | | | | | Actual Cost with \$100 deposit | | | | |
| Audio Recording and or electronic copy of records with applicant provided thumb drive. | | | | | | Actual cost with \$50 deposit | | | | |
| All other services and materials | | | | | | Actual Cost with \$250 deposit | | | | |

NOTE: 2018 Actual Cost includes, but is not limited to mailing costs for notices, copy charges and staff time and contracted staff time. Applicant/appellant must pay deposit amount at time of submission of application or appeal or the application or appeal will not be accepted. If the actual cost of processing the application or appeal is less than the deposit amount received, the County will issue a refund to the applicant/appellant. If the actual cost exceeds the deposit amount received, the applicant will be responsible for the excess amount. Should the applicant decline to fund the required actual costs, County processing of the application will cease. If two or more applications are received related to the same project/property, the larger deposit of the two applications will be applied. Hourly Building rates noted below are estimates and subject to change and shall be the responsibility of the applicant/appellant.



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

In the Matter of an Order Establishing)
New Fees for Sale of County Land)
by Private Sale Pursuant to ORS 275.225)

ORDER NO. 11128

WHEREAS, ORS allows the private sale of County land if the parcel to be sold is: 1) assessed at less than \$5,000. on the most recent assessment roll prepared by the County, and 2) unsuited for the construction or placement of a dwelling thereon under current zoning ordinances and building codes of the County; and

WHEREAS, the processing of a private sale requires a significant amount of County time related to review of a proposal, analyzing compliance with the law, publication of notice, obtaining Board approval, drafting appropriate orders, preparing a deed, etc.; and

WHEREAS, it is appropriate that the Board of Commissioners adopt a fee to help defray the costs of processing a private sale;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

A. All private sales shall be for cash only, and the total amount of the fee shall consist of the following sums:

1. the price of the property as set by the Board of Commissioners pursuant to ORS 275.225(3);
2. a \$350.00 administrative fee to cover the County's costs in processing the application; and
3. the actual cost of a survey, if needed.

B. This order shall be effective upon its passage.
DATED this 9th day of July, 2001.

BOARD OF CURRY COUNTY COMMISSIONERS


Marlyn Schafer, Chair


Lucie La Bonté, Vice Chair


Rachelle Schaff, Commissioner

PUBLIC LEGAL NOTICE

On Wednesday, December 6, 2017, starting at 10:30A.M. in the Commissioner's Hearing Room, Courthouse Annex, 94235 Moore St., Gold Beach, Oregon, the Board of Curry County Commissioners will hold a Hearing to consider updating County Department fees for the 2018-2019 fiscal year. The public is welcome to attend and to comment at the hearings. For further information on the proposed fee increases and new fees, please contact the Board of Commissioners Office at (541) 247-3296.

Publish Date: Wednesday, November 22, 2017

CURRY COASTAL PILOT

CURRY COUNTY REPORTER



Reneé Kolen
Curry County Clerk

Recording Division
Elections Division

29821 Ellensburg Avenue/94235 Moore St, Ste 212
Gold Beach, OR 97444
(541) 247-3297
(800) 243-7620
(541)-247-9361 Fax
www.co.curry.or.us/Clerk

Date: November 2, 2017

To: John Hitt, County Administrator

From: Reneé Kolen, Curry County Clerk

Re: Petition for Annexation to the Curry County Livestock District ORS 607.020 (6) & (7)

Per County Counsel and ORS 607.020 (2) and 607.010 (1) this office has filed a Petition for Annexation to the Curry County Livestock District on November 2, 2017.

Please find a copy of the Petition for Annexation to the Curry County Livestock District for further review by the Board of Commissioners.

BEFORE THE CURRY COUNTY BOARD OF COMMISSIONERS, OREGON

This PETITION is filed pursuant to ORS 607.020(6) and (7).

PETITION FOR ANNEXATION of property to the Curry County Livestock District.

The initiating method for the Annexation is by petition of all the owners of all the land proposed to be annexed [ORS 607.020(6)]

The undersigned, being the owner of all the land proposed to be annexed to the Livestock District in Curry County, Oregon, do hereby petition the Curry County Board of Commissioners to annex to the Livestock District in Curry County, Oregon, [established by Oregon Laws of 1927, Chapter 212, and determined to remain in effect by the Oregon Department of Agriculture under the procedure established by Oregon Laws 1957, Chapter 604], all of the property owned by the undersigned petitioners, as follows:

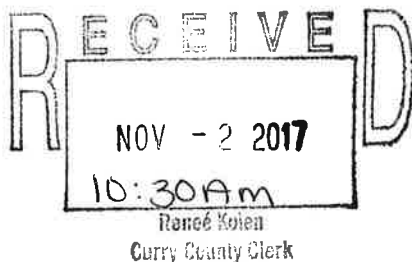
Properties of Weyerhaeuser Company, as described on Exhibit A to this Petition

Weyerhaeuser Company request that, upon the filing of this petition, the Curry County Board of Commissioners hold a hearing as provided in ORS 607.020(7), and then, as directed by ORS 607.020(7), that the Curry County Board of Commissioners enter an order describing the boundaries of the area to be annexed, and declaring that the property described above is annexed to the Livestock District in Curry County, Oregon.

Weyerhaeuser Company
63459 Olive Barber Road
Coos Bay, Oregon 97420

by 
Al Alexander, Land Use Manager

Date: 10/31/2017



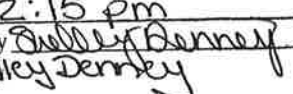
Curry County Clerk, Renee Kolen
Filed Date 11 / 2 / 2017
Time 2:15 pm
Deputy 
Shelley Denny

Exhibit A

Township Thirty-one (31) South, Range Thirteen (12) West, Willamette Meridian:

Section Eighteen (18) South Half (S $\frac{1}{2}$).

Section Nineteen (19) North Half (N $\frac{1}{2}$), North Half (N $\frac{1}{2}$) Southwest Quarter (SW $\frac{1}{4}$), North Half (N $\frac{1}{2}$) Southeast Quarter (SE $\frac{1}{4}$).

Section Twenty (20) Northwest Quarter (NW $\frac{1}{4}$) Southwest Quarter (SW $\frac{1}{4}$).

Township Thirty-one (31) South, Range Thirteen (13) West, Willamette Meridian:

Section Nine (9), South Half (S $\frac{1}{2}$) Southeast Quarter (SE $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$).

Section Ten (10), Southwest Quarter (SW $\frac{1}{4}$) Southwest Quarter (SW $\frac{1}{4}$)

Section Eleven (11), West Half (W $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$), East Half (E $\frac{1}{2}$) Northwest Quarter (NW $\frac{1}{4}$), South half (S $\frac{1}{2}$) Southwest Quarter (SW $\frac{1}{4}$), Northwest Quarter (NW $\frac{1}{4}$) Southwest Quarter (SW $\frac{1}{4}$).

Section Thirteen (13), Southeast Quarter (SE $\frac{1}{4}$) Southwest Quarter (SW $\frac{1}{4}$), Northeast Quarter (SE $\frac{1}{4}$) Southeast Quarter (SE $\frac{1}{4}$), South Half (S $\frac{1}{2}$) Southeast Quarter (SE $\frac{1}{4}$).

Section Fourteen (14), West Half (W $\frac{1}{2}$), Southeast Quarter (SE $\frac{1}{4}$) Southeast Quarter (SE $\frac{1}{4}$).

Section Fifteen (15), East Half (E $\frac{1}{2}$), West Half (W $\frac{1}{2}$) West Half (W $\frac{1}{2}$).

Section Sixteen (16), North Half (N $\frac{1}{2}$) North Half (N $\frac{1}{2}$), South Half (S $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$), North Half (N $\frac{1}{2}$) Southeast Quarter (SE $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$) Southwest Quarter (SW $\frac{1}{4}$).

Section Seventeen (17), Southwest Quarter (SW $\frac{1}{4}$) Southeast Quarter (SE $\frac{1}{4}$).

Section Twenty (20), Northwest Quarter (NW $\frac{1}{4}$) Northeast Quarter (NE $\frac{1}{4}$); South Half (S $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$); Southeast Quarter (SE $\frac{1}{4}$).

Section Twenty-one (21), West Half (W $\frac{1}{2}$) Northwest Quarter (NW $\frac{1}{4}$); Southeast Quarter (SE $\frac{1}{4}$) Northwest Quarter (NW $\frac{1}{4}$); South Half (S $\frac{1}{2}$).

Section Twenty-two (22), North Half (N $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$), South Half (S $\frac{1}{2}$) Southeast Quarter (SE $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$).

Section Twenty-three (23), South Half (S $\frac{1}{2}$) Southwest Quarter (SW $\frac{1}{4}$), Northeast Quarter (NE $\frac{1}{4}$) Southwest Quarter (SW $\frac{1}{4}$), Northwest Quarter (NW $\frac{1}{4}$), West Half (W $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$). Southeast Quarter (SE $\frac{1}{4}$).

Section Twenty-four (24), Northeast Quarter (NE $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$), Southeast Quarter (SE $\frac{1}{4}$), Northeast Quarter (NE $\frac{1}{4}$) Northwest Quarter (NW $\frac{1}{4}$), South $\frac{1}{2}$ (S $\frac{1}{2}$) Northwest Quarter (NW $\frac{1}{4}$).

Section Twenty-five (25), Northeast Quarter (NE $\frac{1}{4}$) Northeast Quarter (NE $\frac{1}{4}$), West Half (W $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$), Northwest Quarter (NW $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$), North Half (N $\frac{1}{2}$) Southeast Quarter (SE $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$) Southeast Quarter (SE $\frac{1}{4}$), EXCEPTING THEREFROM the following described tract:

Beginning at a point on the South boundary of said Section Twenty-five (25) which lies 100.0 feet East of the Southwest corner of said Section Twenty-five (25) and runs thence as follows:

North 04° 02' East a distance of 156.0 feet,
thence North 80° 08' East a distance of 315.2 feet;
thence South 79° 40' East a distance of 374.4 feet;
thence South 42° 34' East a distance of 193.8 feet, to a point on the South boundary of said Section Twenty-five (25);
thence West a distance of 820.9 feet to the point of beginning.

Section Twenty-six (26), All.

Section Twenty-seven (27), All.

Section Twenty-eight (28), All.

Section Twenty-nine (29), East Half (E $\frac{1}{2}$).

Section Thirty-two (32), East Half (E $\frac{1}{2}$).

Section Thirty-three (33), All.

Section Thirty-four (34), All.

Section Thirty-five (35), All.

EXCEPT that portion conveyed to Coos Bay Lumber Company to Ellis S. Dement by deed dated July 29, 1955, recorded October 31, 1955 in DV: 46 Page: 127 as follows:

Beginning at the Northwest Corner of said Section 36 and following the North boundary of said Section 36 East for a distance of 1329.5 feet to the Northeast Corner of the Northwest Quarter (NW ¼) Northwest Quarter (NW ¼) of said Section 36;

thence South along the East boundary of the said Northwest Quarter (NW ¼) Northwest Quarter (NW ¼) a distance of 1306.65 feet, to the Southwest corner of said Northwest Quarter (NW ¼) Northwest Quarter (NW ¼);

thence West a distance of 204.0 feet, more or less, to the center of the North Fork of the Sixes River;

thence following along the center of said River and upstream as follows: North 31° 34' West a distance of 239.5 feet thence North 44° 24' West a distance of 117.8 feet, thence North 66° 55' West a distance of 275.2 feet, thence North 54° 05' West a distance of 150.2 feet,

thence North 25° 20' West a distance of 200.3 feet, thence North 47° 25' West a distance of 136.0 feet, thence North 38° 50' West a distance of 164.6 feet, thence North 11° 20' West a distance of 87.4 feet, thence North 11° 40' West a distance of 131.5 feet, thence North 47° 50' West a distance of 110.0 feet, thence North 59° 00' West a distance of 153.0 feet, thence North 21° 30' West a distance of 85.0 feet, to the point of beginning.

ALSO EXCEPT that portion conveyed by Coos Bay Lumber Co. to Ellis S. Dement by Deed dated July 29, 1955, recorded November 1, 1955 DV: 46 Page: 193, records of Curry County, Oregon as follows:

A parcel of land lying Easterly of the Coos Bay Lumber Company's Carlton Creek logging truck road and extending to the center of the North Fork of the Sixes River located in the Northwest Quarter (NW ¼) Northwest Quarter (NW ¼), Southwest Quarter (SW ¼) Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) Northwest Quarter (NW ¼), Northeast Quarter (NE ¼) Southwest Quarter (SW ¼), and the Northwest Quarter (NW ¼) Southwest Quarter (SW ¼) of Section Thirty-six (36), Township Thirty-one (31) South, Range Thirteen (13) West, Willamette Meridian, Curry County, Oregon, more particularly described as follows:

Beginning at a point which lies 61.5 feet North and 439.9 feet East of the West Quarter (W ¼) corner of said Section 36 and run thence as follows: North 04° 09' East a distance of 240.6 feet, thence North 44° 08' East a distance of 247.0 feet, thence North 29° 28' East a distance of 100.0 feet, thence North 08° 44' West a distance of 238.0 feet, thence North 11° 21' East a distance of 220.0 feet, thence North 15° 45' West a distance of 265.0 feet, thence North 29° 39' West a distance of 279.0 feet, thence North 42° 41' East a distance of 263.2 feet, more or less to a point which lies in the center of the North Fork of the Sixes River, thence following the center of said river and downstream as follows: South 66° 55' East a distance of 275.2 feet, thence South 44° 24' East a distance of 117.8 feet, thence South 31° 34' East a distance of 270.5 feet, thence South 85° 44' East a distance of 350.7 feet, thence South 76° 23' East a distance of 176.0 feet, thence South 44° 55' East a distance of 152.0 feet, thence South 30° 25' East a distance of 166.0 feet, thence South 38° 43' East a distance of 176.0 feet, thence South 2° 29' East a distance of 199.0 feet, thence South 17° 21' West a distance of 200.0 feet, thence South 28° 52' West a distance of 410.8 feet, thence South 09° 31' West a distance of 71.1 feet, thence South 35° 19' East a distance of 194.8 feet, thence South 55° 54' East a distance of 146.6 feet, thence South 35° 35' East a distance of 133.7 feet, thence South 09° 20' East a distance of 206.3 feet, thence South 64° 07' West a distance of 288.8 feet, thence South 66° 09' West a distance of 228.9 feet, thence North 79° 27' West a distance of 272.2 feet, thence

South 71° 22' West a distance of 160.2 feet, thence South 76° 38' West a distance of 236.6 feet, a point which lies in the center of said North Fork of the Sixes River, thence from said point and leaving the center of said river as follows: South 72° 53' West a distance of 168.5 feet, thence North 80° 53' West a distance of 108.7 feet, thence North 42° 17' West a distance of 463.0 feet, thence North 00° 25' East a distance of 221.0 feet, thence North 19° 13' West a distance of 166.0 feet, thence North 22° 49' East a distance of 200.0 feet to the point of beginning.

Township Thirty-two (32) South, Range Twelve (12) West, Willamette Meridian.

Section Seven (7); Southwest Quarter (SW ¼) Southwest Quarter (SW ¼).

Section Eighteen (18) Southwest Quarter (SW ¼), South Haft (S ½) Northwest (NW ¼), Northwest (NW ¼) Northwest (NW ¼).

Township Thirty-two (32) South, Range Thirteen (13) West, Willamette Meridian:

Section One (1), West Haft (W ½) Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southwest Quarter (SW ¼), Southeast Quarter (SE ¼).

Section Two (2), All.

Section Three (3), All.

Section Nine (9), All.

Section Ten (10), All.

Section Eleven (11), All.

Section Twelve (12), All.

Section Thirteen (13), All.

Section Fourteen (14), All

Section Fifteen (15), All.

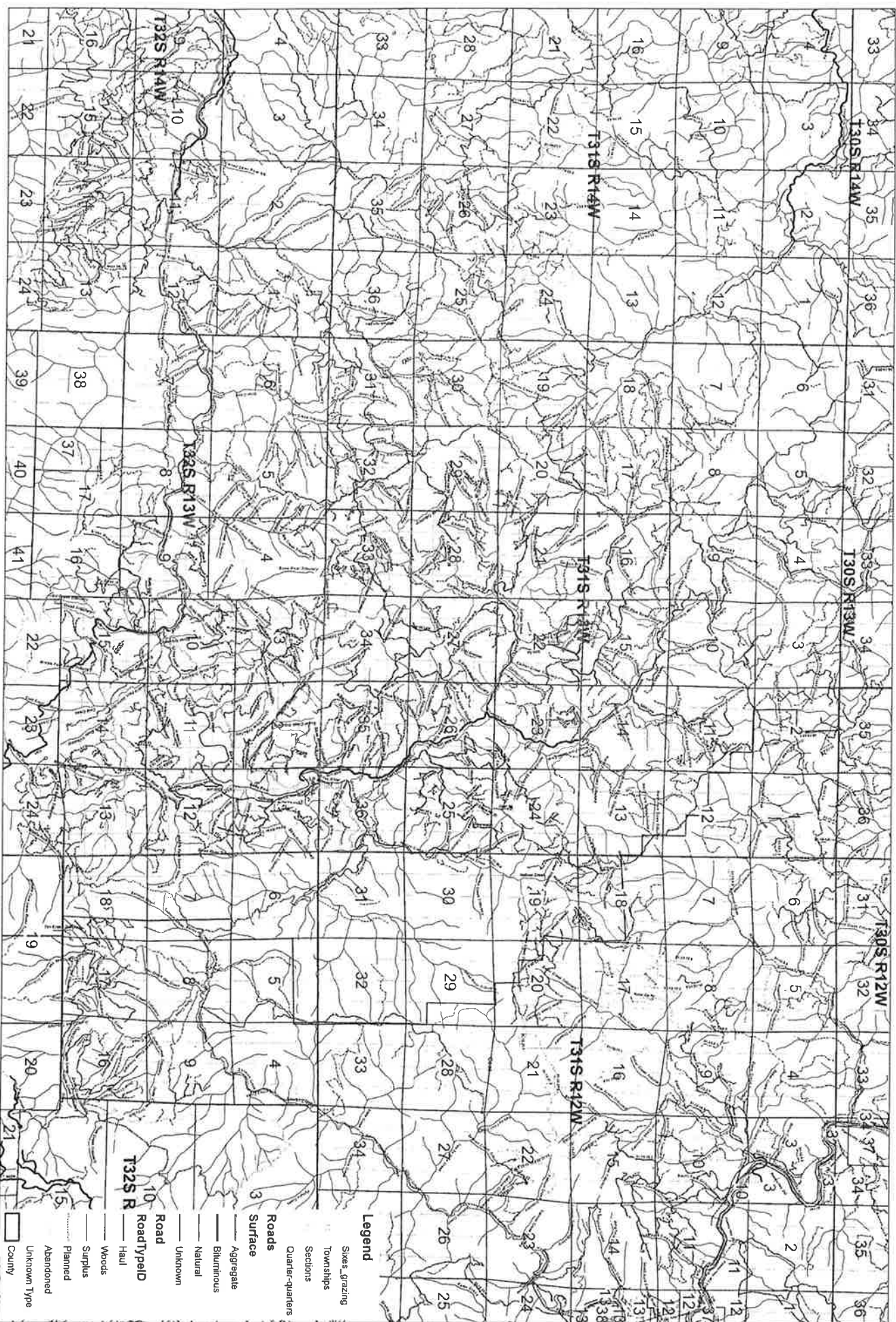
Section Sixteen (16), Lot Three (3).

Section Twenty-four (24), North Half (N ½).

END



Curry County Grazing District Petition Map



CURRY COUNTY ADMINISTRATION

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT, INTERIM COUNTY ADMINISTRATOR

SUBJECT: LIVESTOCK DISTRICT ANNEXATION AS PER ORS 607.020 (5) & (6)

DATE: (FOR) DEC 6, 2017

:

BACKGROUND: Curry County for many years has had a livestock district as per the attached map. Livestock districts are for the purpose of establishing that certain stated livestock "...are not permitted to run at large within the district" (ORS 607.010). The Weyerhaeuser Corporation has petitioned that their owned property, approximately 17,000 acres, be annexed to the Curry County Livestock District. The attached map shows the Weyerhaeuser owned property proposed for annexation. It should be noted that the proposed annexation property is not contiguous with the existing Livestock District, although there is no such requirement in the ORS.

RELEVANT FACTS: 1. The Weyerhaeuser Corporation, as the sole property owner of the area proposed for annexation, has petitioned for annexation. 2. As the sole property owner, no election is required. 3. The annexation does require an advertised public hearing. The required advertising has been done and any member of the public may testify at the public hearing. 4. The annexation petition can be adopted by, "...an order describing the boundaries of the area (to be annexed) and declaring it annexed to the district." (ORS 607.020 (7) Said order is attached to the agenda packet.

OPTIONS: Approve, disapprove or postpone action on the proposed livestock district annexation.

RECOMMENDATION: Approve the petition and order declaring the property annexed to the Curry County Livestock District.

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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Petition to Annex Certain Property to the Curry County Livestock District.**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: Dec. 6, 2017 **DEPARTMENT:** Admin. **TIME NEEDED:** 15 Mins.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain**CONTACT PERSON:** John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** Nov. 20, 2017**BRIEF BACKGROUND OR NOTE^b:** (If no memo attached)^bIndicate if more than one copy to be signed**FILES ATTACHED:**

- (1) Memo
- (2) Maps
- (3) Petition
- (4) Legal Description
- (5) Board Order

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

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:

^aNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR ___Dec, 6, 2017___ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

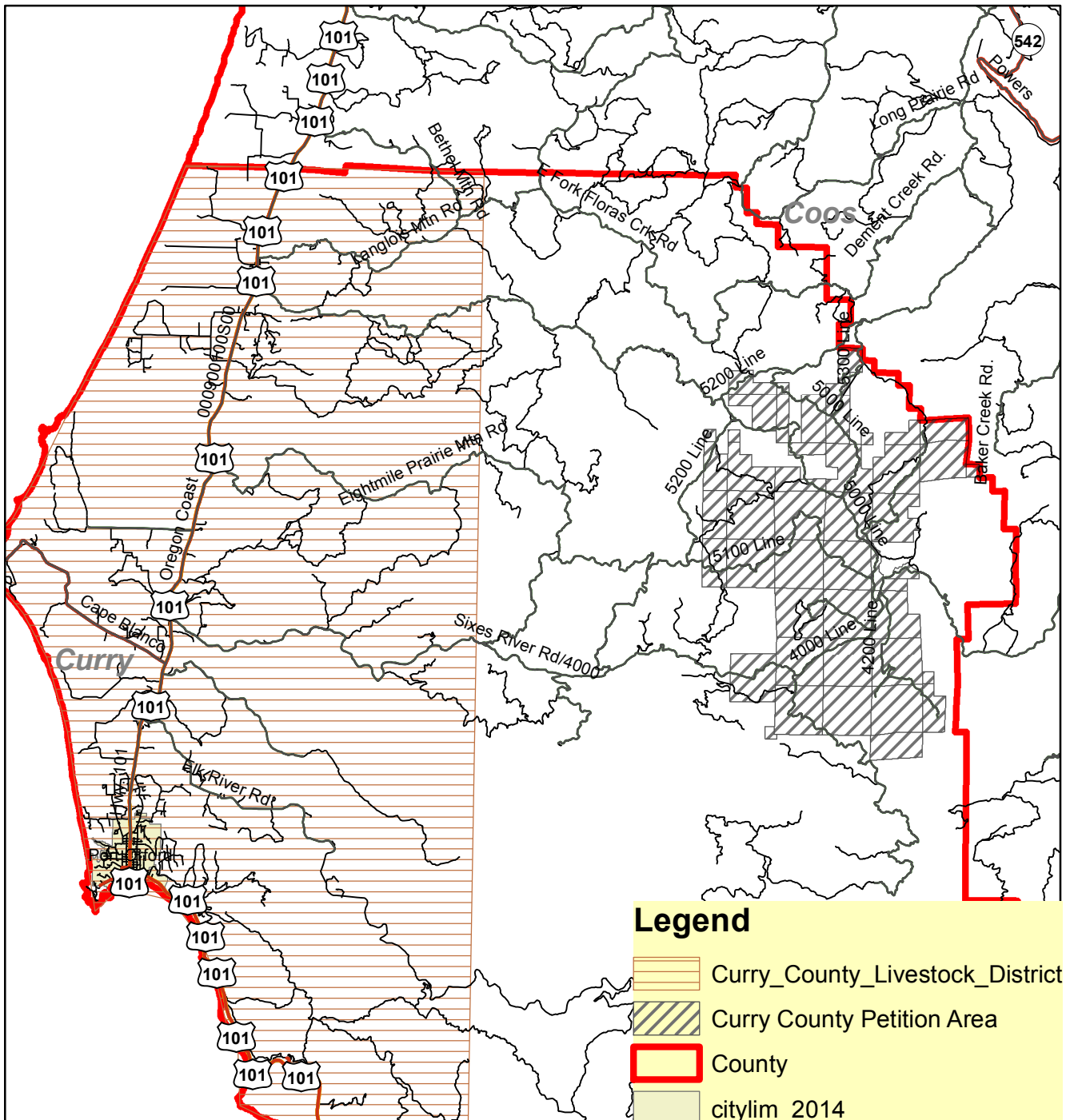
ASSIGNED TO: OTHER**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

| | |
|----------------------------|--|
| Commissioner Thomas Huxley | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Sue Gold | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Court Boice | Yes <input type="checkbox"/> No <input type="checkbox"/> |

Curry County Grazing Petition Map



1 in = 3 miles



PUBLIC LEGAL NOTICE

On Wednesday, December 6, 2017, starting at 11:30A.M. in the Commissioner's Hearing Room, Courthouse Annex, 94235 Moore St., Gold Beach, Oregon, the Board of Curry County Commissioners will hold a Hearing to consider the Annexation of Weyerhaeuser Company properties to the Curry County Livestock District. A legal description is available on the Curry County Website, at <http://www.co.curry.or.us/> as well as in the Board of Commissioner's Office. The public is welcome to attend and to comment at the hearing. For further information on the proposed annexation, please contact the Curry County Board of Commissioner's Office at (541) 247-3296.

Publish Dates:

CURRY COASTAL PILOT

Wednesday, November 22, 2017, and Saturday, November 25, 2017

CURRY COUNTY REPORTER

Wednesday, November 22, 2017, and Wednesday, November 29, 2017

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

In the Matter of an Order)
Annexing Property into the)
Curry County Livestock)
District)

ORDER NO. _____

WHEREAS, Al Alexander, Representative for Weyerhaeuser Company submitted a petition to annex Weyerhaeuser Company property into the Curry County Livestock District; and

WHEREAS, the petition was filed pursuant to ORS 607.020(6) (7); and

WHEREAS, the property that is the subject of the petition is described on the attached Exhibit "A" which is incorporated by reference; and

WHEREAS, pursuant to ORS 607.013, public legal notice was given, and notice was also sent to the State Department of Agriculture by certified mail; and

WHEREAS, a public hearing was held on Wednesday, December 6, 2017 at 11:30A.M.; and

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

- 1) The boundaries described on the attached Exhibit “A” are annexed into the Curry County Livestock District effective the date of this Order.

DATED this 6th day of December, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl
Curry County Legal Counsel

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Public Health Services Agreement between Curry County and CCH**TIMELY FILED** Yes ☒ No ☐ 11/29/17

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12/6/2017 **DEPARTMENT:** CCH **TIME NEEDED:** 20 minutes(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** Ken Dukek **PHONE/EXT:** 373-3279 **TODAY'S DATE:** 11/29/17**BRIEF BACKGROUND OR NOTE: (If no memo attached)****FILES ATTACHED:**

- (1) Public Health Services Agreement
- (2) Cover Letter
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☒ Send Printed Copy to:

Address:

CCH , PO Box 810

☐ Email a Digital Copy to:

City/State/Zip:

Gold Beach, OR 97444

☐ Other

Phone:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO:**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

- Commissioner Thomas Huxley Yes ☐ No ☐
- Commissioner Sue Gold Yes ☐ No ☐
- Commissioner Court Boice Yes ☐ No ☐

PUBLIC HEALTH SERVICES AGREEMENT

This Agreement is made by and between the COUNTY OF CURRY, a political subdivision of the State of Oregon, also known as CURRY COUNTY (herein referred to as “County”), and CURRY COMMUNITY HEALTH (herein referred to as “CCH”), an Oregon 501(c)(3) non-profit corporation.

WHEREAS, County is the Local Public Health Authority pursuant to ORS 431.003(7);

WHEREAS, County has entered into contracts and agreements with Oregon Health Authority (“OHA”) for financial assistance to provide public health services and programs;

WHEREAS, County may contract with another entity pursuant to ORS 431.413(3) to provide public health services and programs in Curry County;

WHEREAS, CCH was created for the purpose of transitioning the public health services currently provided by County to an independent, non-profit organization that is independent and not a department or subdivision of County;

WHEREAS, County and CCH entered into a Transfer Agreement dated December 24, 2012, and enacted subsequent amendments thereto, for CCH to provide public health services and programs to the public at large;

WHEREAS, CCH has provided and demonstrated its ability to provide public health services and programs to the public at large since February 1, 2013, as evinced as recently as 2016 by Oregon Health Authority’s triennial review of CCH’s provision of public health services and programs;

WHEREAS, County desires that the citizens of Curry County continue to receive public health services and programs currently provided by CCH;

WHEREAS, CCH is willing and able to provide public health services and programs to the citizens of Curry County and public at large;

WHEREAS, County desires to meet its public health obligations through an agreement with an entity capable and qualified to provide the public health services and programs required of County;

WHEREAS, CCH has the skill, expertise and qualifications to provide said services upon the terms and conditions set out below; and

WHEREAS, it is the intention of the parties that CCH shall assume, perform, and be responsible for all of the duties and obligations to be performed by County to the extent that the provision of

those services can be delegated and to the fullest extent possible; and

WHEREAS, it is the intention of the parties that this Agreement shall supersede the Transfer Agreement dated December 24, 2012, and subsequent amendments thereto, except as otherwise provided in this Agreement;

Now, Therefore,

IT IS HEREBY AGREED by and between the parties above mentioned that the above recitals are incorporated, and for and in consideration of the mutual promises hereinafter stated, as follows:

1. DEFINITIONS. As used in the Agreement, the following words and phrases shall have the following meanings:

- 1.1 “County” means Curry County, Oregon, acting by and through the Curry County Board of Commissioners.
- 1.2 “Effective Date” means January 1, 2018.
- 1.3 “Liabilities” means all debts, adverse claims, liabilities (including contingent liabilities), or obligations, known or unknown, including those arising under any law, rule or regulation, or imposed by any court, arbitrator, or other tribunal, and those arising in connection with any contracts, agreements, leases commitments, undertakings, or acts of a Party.
- 1.4 “Local Public Health Administrator” means an individual appointed under ORS 431.413 to supervise the public health programs and public health activities of a local health department.
- 1.5 “Local Public Health Authority”, also known as “LPHA,” has the same definition as that in ORS 431.003.
- 1.6 “Material default or breach” means any act or omission that jeopardizes the health, safety or security of any person; misuse of funds; intentional falsification of records; malfeasance by either party’s officers, agents, or employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches, which pattern rises to the level of a material breach.
- 1.7 “OHA” means the Oregon Health Authority.
- 1.8 “Party” means the County and its officers, agents, and employees, and/or

CCH and its officers, agents and employees.

- 1.9 “Public Health Fund” means a segregated fund in the County treasury maintained by the County into which funds related to public health services and activities are deposited.
- 1.10 “Services” means the provision of public health services and programs to Curry County residents and to the public at large.

2. TERM

- 2.1 Effective Date. This Agreement is effective upon execution (“Effective Date”) and CCH will immediately begin taking all reasonable steps to continue to assume or subcontract those contracts listed in Section 3.7 of this Agreement as of January 1, 2018, through June 30, 2019. CCH will continue to contract directly with such entities as is necessary for CCH to continue to provide the Services.
- 2.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2019. Thereafter, this Agreement shall automatically renew for subsequent biennial terms as described in Section 2.3.
- 2.3 Biennial Renewal. This Agreement shall automatically be renewed biennially beginning on July 1, 2019, unless one or both of the parties choose to modify or terminate the Agreement per the terms of Section 8 or 9.14.
- 2.4 Biennial Review of Agreement.
 - A. Each biennium, CCH will make a presentation to the Board of County Commissioners outlining the biennial budget, services to be provided, and whether CCH will provide these services directly or by subcontract.
 - B. At any time, but at a minimum at the time of the biennial review, the Board of County Commissioners shall receive the report of the Local Public Health Administrator appointed pursuant to Section 7.8.A.ii of this Agreement as to the performance of CCH with providing public health services and programs pursuant to this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF COUNTY. County represents and warrants to CCH, and agrees as follows:

- 3.1 Organization of County. County is a political subdivision of the State of Oregon, is duly organized, validly existing and in good standing under the laws of this State.

- 3.2 Authority Relative to this Agreement. The execution, delivery, and performance of this Agreement by the County has been duly authorized and approved by all requisite corporate action. County warrants that the execution of this Agreement will not require the approval, consent, or authorization of any court, governmental authority, or regulatory body.
- 3.3 Power and Authority. County has the full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by County, when duly executed and delivered by County, will constitute valid and binding obligations of County and will be enforceable in accordance with their respective terms.
- 3.4 Compliance with Laws. As of the date of this Agreement, County has not received any notice of alleged violation, or of any investigation pertaining thereto, of such statute, order, rule or regulation. If, on or before the Effective Date, County does receive any such notice of alleged violation, County shall inform CCH as soon as possible, but at maximum within seventy-two (72) hours.
- 3.5 Litigation. County has no knowledge of any action, lawsuit, claim, proceeding, grievance, arbitration, unfair labor practice complaint, or investigation in any court, board, bureau, agency, arbitrator, or mediator, either pending or threatened, which, if decided adversely against County, could have a material adverse effect upon a material part the provision of public health services and programs, and County knows of no reasonable basis for any such action, lawsuit claim, proceeding, grievance, arbitration, unfair labor practice or investigation.
- 3.6 No Default. County is not in default, and has no knowledge of any default, and no condition exists that, with notice or the lapse of time or both, would constitute a default, with respect to any order, writ, injunction, or decree of any court or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, affecting or relating to the provision of public health services and programs.
- 3.7 Contracts between OHA and County. This Agreement incorporates the following contracts and agreements between Oregon Health Authority and Curry County as the Local Public Health Authority for the provision of public health services and programs in Curry County:
- A. OHA Agreement #143483 and subsequent amendments thereto;
 - B. OHA Agreement #154675 and subsequent amendments thereto;
 - C. OHA Agreement #_____ (pending intergovernmental financial assistance agreement for public health services) and subsequent

- amendments thereto;
- D. Multnomah Education Service District Contract #C02546;
- E. All other existing and/or future contracts, agreements, grants, subcontracts, and sub-grants, and subsequent amendments thereof, for the provision of public health services and programs by Curry County and CCH during the term of this Agreement;

Each contract listed therein is in full force and effect, and the requirements in those contracts to provide public health services and programs are freely and fully assignable to CCH without penalty or other adverse consequence. County is not in default under the terms of any such contract, or in the payment of any principal of or interest on any indebtedness for borrowed money.

- 3.8 Books and Reports. County's books of account reflect all items of income and expenses and all assets and liabilities of the County as they relate to the provision of public health services and programs by CCH, and are maintained in accordance with generally accepted accounting principles. County has not failed to file any material report which may be required by any federal or state law or regulation.
- 3.9 Insurance. Schedule 1 contains a list and brief description all the insurer and coverage amounts of the policies and contracts of insurance held by County as of the Effective Date. All such policies are in full force and effect, and County shall keep such policies in such amounts duly in force until the Effective Date and throughout the term of this Agreement. County will provide CCH with copies of current insurance policies in place, and will forward to CCH policies as they are acquired, amended, or updated.
- 3.10 Modification of Employee Plans and Salaries. From the date of this Agreement, County shall not, without the mutual consent of CCH, make or agree to make any material change in any Employee Plan for any shared employees of County and CCH, including but not limited to the Local Public Health Administrator appointed under Section 7.8.A of this Agreement, except for those changes already in progress as of the date of this Agreement, and those changes required by applicable law, contract, or bargaining agreement.
- 3.11 Completeness of Schedules. The Schedules attached hereto completely and correctly present the information required by this agreement and do not contain any knowingly erroneous statement of material fact. A true and complete original or copies of all documents or materials upon which the contract and attached schedules are based will be made available upon request.
- 3.12 Disclosure. No representation or warranty by County contains any untrue statement or omissions of material fact.

- 3.13 Revenue Sources. County shall fully cooperate with CCH regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

4. REPRESENTATIONS AND WARRANTIES OF CURRY COMMUNITY

HEALTH. CCH represents and warrants to County and agrees as follows:

- 4.1 Organization. CCH is a 501(c)(3) nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon, and has full corporate power to own its properties, acquire leasehold interests, and to provide the services and conduct the business required herein.
- 4.2 Medicare. CCH has secured necessary approvals and licenses required by Medicare and the State of Oregon in order to continue to provide the services outlined in the Agreement and bill Medicare directly for public health services provided. CCH shall fully cooperate with County regarding all documentation and responses to any inquiries from any governmental entity or contractor relating to CCH's conducting public health services and programs described in this Agreement and reimbursement thereof.
- 4.3 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by CCH has been duly authorized and approved by all requisite corporate action. CCH warrants that the execution of this Agreement, and the performance of its terms, will not:
- A. Conflict with any policies, procedures, rules, ordinances, by-laws, or Articles of Incorporation of CCH and/or the assumed business name filing of CCH, with any material instrument, mortgage or deed of trust evidencing or securing indebtedness for borrowed money, or with any judgment, order, award, or decree to which CCH is bound;
 - B. Require the approval, consent, or authorization of any court, governmental authority, or regulatory body; or
 - C. Give any party with rights under any material instrument, agreement, mortgage, judgment, order, award, or decree the right to terminate, modify or otherwise change the rights or obligations of CCH under such instrument, agreement, mortgage, judgment, order, award, or decree.
- 4.4 Power and Authority. CCH has full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by CCH, when

duly executed and delivered by CCH, will constitute valid and binding obligations of CCH and will be enforceable in accordance with their respective terms.

- 4.5 Revenue Sources. CCH shall fully cooperate with County regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

5. ACTION PRIOR TO EFFECTIVE DATE. The following actions have been or will be taken on or before the Effective Date:

- 5.1 Certificates of Insurance. On or before Effective Date, CCH shall obtain and maintain the following insurance, and shall provide County with copies of Certificates of Insurance naming County as additional insured for the following:
- A. Workers' Compensation Insurance as required by Oregon law;
 - B. General Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - C. Automobile Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - D. Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of CCH, of not less than Two Million Dollars (\$2,000,000.00) per incident, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00).

6. LIABILITIES AND INDEMNIFICATION

- 6.1 Liabilities Prior to Effective Date. Each party shall each assume and pay, perform, or discharge any and all liabilities it may have to the other party relating to events, occurrence, or services occurring or provided on or before Effective Date in accordance with the following sections of the Transfer Agreement between Curry County and Curry Community Health, dated December 24, 2012, and subsequent amendments to that agreement thereto:
- A. Sections 2.5 through 2.8, 2.11, 2.13, and 2.14 of the Transfer Agreement, dated December 24, 2012;
 - B. Section 9 of the Transfer Agreement dated December 24, 2012;
 - C. Section 11.10 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section

D. Section 11.11 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section

6.2 Indemnification by County. To the extent permitted by law and subject to the limitations of indemnification by public bodies as provided for by the Oregon Constitution, statutes, and/or rules, County shall defend, indemnify, and hold CCH harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by County under this Agreement; and
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County, its officers, agents, and employees, in connection with the performance of any services or CCH business arising from this Agreement.

6.3 Indemnification by CCH. CCH shall defend, indemnify, and hold County harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions, or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by CCH under this Agreement; and
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of CCH, its officers, agents, and employees, in connection with the performance of any transferred services or business, arising from this Agreement.

6.4 Tort Claims Act. CCH shall not be deemed an agent of the County under the Oregon Tort Claims Act.

7. ACTIONS TO BE TAKEN AFTER THE EFFECTIVE DATE

7.1 Best Efforts. Both Parties agree to use their best efforts to obtain all necessary authorizations, approvals, consents, and other necessary documents as may be reasonably required to delegate the responsibility to provide public health services and programs to CCH contemplated herein.

7.2 Mutual Cooperation with Respect to Audits. County and CCH will provide each other with any such information or assistance as may be reasonably requested in

connection with the preparation, or response to, any audit, survey or site visit by any appropriate state or federal agency or contractor.

- 7.3 Cooperation in Litigation. In the event that County or CCH shall require the participation of officers and employees employed by each other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, both County and CCH shall use their best efforts to make such officers and employees available to participate in such defense or prosecution; provided that, except as required pursuant to the provisions of Section 6, the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges and expenses arising from such participation.
- 7.4 Mutual Cooperation with Respect to Receivables. If any funds, including but not limited to Medicare or Medicaid Administrative Claiming funds, are received by a party after Effective Date but are attributed to services provided by the other party before Effective Date, the first party shall forward the funds to the proper owner as determined by the Transfer Agreement dated December 24, 2012, and subsequent amendments thereto.
- 7.5 Mutual Cooperation with Respect to Grants. County and CCH will provide each other with any such information or assistance as may be reasonably requested or necessary in connection with the preparation of any applications for grants or other funding awards, and in connection with the receipt and management of any such grant awards, each party shall retain and provide the other with any records or information which may be necessary in applying for or obtaining such grant awards.
- 7.6 License, Certifications, Enrollment and Cost Report. County shall fully cooperate with CCH to renew all necessary state and federal licenses, certifications, and enrollments for the provision of public health services and programs. County shall fully cooperate with CCH in the preparation and submission of any financial or regulatory filing that may need to be submitted to any state or federal governmental authority regarding public health services and programs.
- 7.7 Funding.
- A. In order to assist County with County's compliance with its contracts with OHA, CCH shall provide County with the requisite Expenditure and Revenue Reports for the County to pass on to OHA.
 - B. County shall collect and deposit into the Public Health Fund funds it

receives pursuant to contracts for the provision of public health services and programs, as well as any and all public health service fees it collects.

- i. Within ten (10) business days of County's receipt of funds from OHA for public health services and programs provided by CCH, County will forward those funds to CCH.
- ii. CCH shall submit monthly invoices to County for reimbursement of its portion of the Local Public Health Administrator's employee benefits in accordance with Section 7.8.A below.
- iii. CCH shall submit monthly invoices to County for reimbursement of expenses related to the provision of environmental health services pursuant to OHA Agreement #154675, and/or any other contract between OHA and County for environmental health services.
- iv. County shall pay CCH within ten (10) business days of receipt of each invoice pursuant to Sections 7.7.B.ii and 7.7.B.iii above.

- C. County fiscal contribution of any part of the County's general fund to the Public Health Fund will be reviewed as a part of the regular county budget process for consideration of funding. Subject to availability of funds, favorable performance reviews, and to the procedures contained herein for the provision of public health services and programs, County declares its intention to consider future funding of CCH. There is no current funding available, but County may revisit funding, from whatever source, including CCH or other health services, in future budgets.

7.8 County's Continued Responsibilities as the Local Public Health Authority. County is the Local Public Health Authority pursuant to ORS 431.003(7). Per ORS 431.413(3) and in accordance with this Agreement, County hereby contracts with CCH to provide the public health services and programs to the public at large that County is bound to provide by its contracts with OHA and by law.

- A. Local Public Health Administrator. Per ORS 431.418, County shall appoint a qualified Local Public Health Administrator who shall be an employee of the County. In the discretion of the County, the same person may also be an employee of CCH. County is responsible for 0.25 FTE of the Local Public Health Administrator, including but not limited to salary and employee benefits. County's share of the Local Public Health Administrator's salary will be 0.25 FTE, even if the Local Public Health Administrator's salary is increased upon annual reviews.

In addition to the duties required by ORS chapter 431 and ORS chapter 431A, the Local Public Health Administrator shall:

- i. Make initial decisions on complaints from service decisions of CCH;
 - ii. Report to the County periodically, but at least biennially, on the performance of CCH; and
 - iii. Perform such other tasks as may be directed by the County.
- B. County Advisory Committee. County, in collaboration with CCH, shall organize one or more County Public Health Advisory Committee(s). Those committees shall, at a minimum, meet statutory requirements for citizen advice to the Local Public Health Authority. The parties recognize that the County retains the sole authority to appoint the members of the County Advisory Committee(s). However, the parties agree that the County and CCH shall work together to nominate the County Advisory Committee.
- C. Local Enforcement of Public Health Laws. County shall retain all local enforcement authority of the Oregon Public Health Laws, including but not limited to those set forth in ORS chapter 431 and ORS chapter 431A. That authority includes but is not limited to the ability to issue subpoenas requiring testimony or the production of physical or other evidence, issue administrative orders, and impose civil penalties for violations of the law. Although CCH shall assist County and the Local Public Health Administrator in investigating and evaluating potential noncompliance or violation of public health laws, all discretionary decisions on enforcement actions, and the enforcement actions themselves, remain with County.
- D. County shall maintain control and oversight of the Environmental Health Program by meeting the provision of OHA Agreement #154675.

7.9 CCH's Responsibilities Pursuant to this Agreement for the Provision of Public Health Services and Programs:

- A. CCH will assist County with fulfilling County's obligations to provide public health services and programs for the contracts listed in Section 3.7 above, including subsequent amendments thereof, to the extent that County may lawfully delegate responsibility for those services and/or programs.
- B. In the case of an emergency endangering public health, CCH shall assist County in evaluating if the circumstances of the emergency are such that the Oregon Health Authority or its director cannot take action in time to meet the emergency, and delay in taking action increases the hazard to public health. If the circumstances are so, CCH shall so advise County.

8. TERMINATION

8.1 Termination Events. This Agreement may be terminated by written notice delivered as provided in Section 9.6:

- A. By mutual consent of County and CCH, and with not less than 90 days before the termination date; or
- B. By either County or CCH, if a material default or breach is made by the other party with respect to the timely performance of any of its covenants and agreements contained herein, or with respect to due compliance with any of its representations and warranties contained herein.
 - i. Before any termination hereunder, any party declaring a material default or breach shall provide to the other party written notice of the alleged default or breach.
 - ii. The written notice under Section 8.1.B.i shall include a description of the alleged default or breach, a statement outlining what steps must be taken to cure the alleged default or breach, and a reasonable period, not less than 90 days, within which the default or breach must be cured or if not capable of cure in that period, in which steps are being taken which are reasonably likely to lead to a cure.

8.2 Each party's right of termination is in addition to any other rights it may have under state, federal, and/or local law, including those rights pursuant to Section 9 below.

9. GENERAL PROVISIONS

9.1 Continuation of Services. Both parties shall use their best efforts to conduct all acts pursuant to this Agreement with a minimum of disruption in public health services to clients and the public at large.

9.2 Specific Performance. Each party acknowledges that the other party may have no adequate remedy at law if it fails to perform any of its obligations under this Agreement. In such event, the non-defaulting party shall have the right, in addition to any other rights it may have, to pursue specific performance of this Agreement.

9.3 Further Assurance. The parties agree to prepare, execute, acknowledge, and deliver all documents, writings, and records, and to take all steps and actions as may be necessary, to support public health services and programs.

- 9.4 Waiver. No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement.
- 9.5 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 9.6 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, to the address set forth below, or to such other person at such other place as may be furnished in writing. Any notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

To CCH:
Ken Dukek (or current CEO)
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

To County:
Curry County Legal Counsel
94235 Moore St., Suite 123
Gold Beach, OR 97444

- 9.7 Expenses. Unless Section 6 above provides otherwise under the circumstances, each party shall be responsible for and pay its own expenses and fees of its counsel, accountant, and other experts.
- 9.8 Force Majeure. Neither County nor CCH shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 9.9 Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Oregon.
- 9.10 Compliance with Law. The parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement, including, but not limited to:

- A. All applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
 - B. All state laws requiring reporting of client abuse;
 - C. All applicable provisions of ORS 236.605 *et seq.*, regarding transfer of public employees;
 - D. All applicable provisions of ORS 656.017 *et seq.*, regarding workers' compensation coverage; and
 - E. All applicable requirements of federal and state statutes, rules, and regulations regarding confidentiality of client information, including, but not limited to, 42 CFR Part 2, and 45 CFR Part 164 (HIPAA).
- 9.11 Change of Law, Regulation or Policy. If, after the Effective Date, there is a change of law, regulation or policy so that Medicare will not continue to make payments to County pending Medicare approval of this transaction, County and CCH shall cooperate and take such action as may be necessary so that services can continue until such changed law, regulation or policy permits payment to County or payment directly to CCH.
- 9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the any successors and permitted assigns of the parties hereto.
- 9.13 No Third Party Beneficiary. County and CCH are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 9.14 Amendment. This Agreement may be amended or modified at any time upon the written agreement of both parties, signed and executed in the same manner and form as below.
- 9.15 Title and Headings. Titles and heading to sections in this Agreement are inserted for convenience of reference only, and not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 9.16 Schedules. The Schedules attached to this Agreement shall be incorporated herein, and shall be construed as if the Schedules had been set forth verbatim herein.

9.17 Entire Agreement. This Agreement and the attached Schedules constitute the entire Agreement between the parties with respect to the provision of public health services and programs by CCH. This Agreement shall supersede all previous negotiations, commitments, and writings with respect to CCH's agreement to provide public health services and programs. There are no other understandings, agreements, or representations, written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED: December _____, 2017

DATED: December _____, 2017

CURRY COUNTY:

CURRY COMMUNITY HEALTH:

Thomas Huxley, Commissioner
Curry County

Kenneth Dukek, CEO
Curry Community Health

Sue Gold, Commissioner
Curry County

Court Boice, Commissioner
Curry County

SCHEDULES

Schedule 1 –

PUBLIC HEALTH SERVICES AGREEMENT

This Agreement is made by and between the COUNTY OF CURRY, a political subdivision of the State of Oregon, also known as CURRY COUNTY (herein referred to as “County”), and CURRY COMMUNITY HEALTH (herein referred to as “CCH”), an Oregon 501(c)(3) non-profit corporation.

WHEREAS, County is the Local Public Health Authority pursuant to ORS 431.003(7);

WHEREAS, County has entered into contracts and agreements with Oregon Health Authority (“OHA”) for financial assistance to provide public health services and programs;

WHEREAS, County may contract with another entity pursuant to ORS 431.413(3) to provide public health services and programs in Curry County;

WHEREAS, CCH was created for the purpose of transitioning the public health services currently provided by County to an independent, non-profit organization that is independent and not a department or subdivision of County;

WHEREAS, County and CCH entered into a Transfer Agreement dated December 24, 2012, and enacted subsequent amendments thereto, for CCH to provide public health services and programs to the public at large;

WHEREAS, CCH has provided and demonstrated its ability to provide public health services and programs to the public at large since February 1, 2013, as evinced as recently as 2016 by Oregon Health Authority’s triennial review of CCH’s provision of public health services and programs;

WHEREAS, County desires that the citizens of Curry County continue to receive public health services and programs currently provided by CCH;

WHEREAS, CCH is willing and able to provide public health services and programs to the citizens of Curry County and public at large;

WHEREAS, County desires to meet its public health obligations through an agreement with an entity capable and qualified to provide the public health services and programs required of County;

WHEREAS, CCH has the skill, expertise and qualifications to provide said services upon the terms and conditions set out below; and

WHEREAS, it is the intention of the parties that CCH shall assume, perform, and be responsible for all of the duties and obligations to be performed by County to the extent that the provision of

those services can be delegated and to the fullest extent possible; and

WHEREAS, it is the intention of the parties that this Agreement shall supersede the Transfer Agreement dated December 24, 2012, and subsequent amendments thereto, except as otherwise provided in this Agreement;

Now, Therefore,

IT IS HEREBY AGREED by and between the parties above mentioned that the above recitals are incorporated, and for and in consideration of the mutual promises hereinafter stated, as follows:

1. DEFINITIONS. As used in the Agreement, the following words and phrases shall have the following meanings:

- 1.1 “County” means Curry County, Oregon, acting by and through the Curry County Board of Commissioners.
- 1.2 “Effective Date” means January 1, 2018.
- 1.3 “Liabilities” means all debts, adverse claims, liabilities (including contingent liabilities), or obligations, known or unknown, including those arising under any law, rule or regulation, or imposed by any court, arbitrator, or other tribunal, and those arising in connection with any contracts, agreements, leases commitments, undertakings, or acts of a Party.
- 1.4 “Local Public Health Administrator” means an individual appointed under ORS 431.413 to supervise the public health programs and public health activities of a local health department.
- 1.5 “Local Public Health Authority”, also known as “LPHA,” has the same definition as that in ORS 431.003.
- 1.6 “Material default or breach” means any act or omission that jeopardizes the health, safety or security of any person; misuse of funds; intentional falsification of records; malfeasance by either party’s officers, agents, or employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches, which pattern rises to the level of a material breach.
- 1.7 “OHA” means the Oregon Health Authority.
- 1.8 “Party” means the County and its officers, agents, and employees, and/or

CCH and its officers, agents and employees.

- 1.9 “Public Health Fund” means a segregated fund in the County treasury maintained by the County into which funds related to public health services and activities are deposited.
- 1.10 “Services” means the provision of public health services and programs to Curry County residents and to the public at large.

2. TERM

- 2.1 Effective Date. This Agreement is effective upon execution (“Effective Date”) and CCH will immediately begin taking all reasonable steps to continue to assume or subcontract those contracts listed in Section 3.7 of this Agreement as of January 1, 2018, through June 30, 2019. CCH will continue to contract directly with such entities as is necessary for CCH to continue to provide the Services.
- 2.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2019. Thereafter, this Agreement shall automatically renew for subsequent biennial terms as described in Section 2.3.
- 2.3 Biennial Renewal. This Agreement shall automatically be renewed biennially beginning on July 1, 2019, unless one or both of the parties choose to modify or terminate the Agreement per the terms of Section 8 or 9.14.
- 2.4 Biennial Review of Agreement.
 - A. Each biennium, CCH will make a presentation to the Board of County Commissioners outlining the biennial budget, services to be provided, and whether CCH will provide these services directly or by subcontract.
 - B. At any time, but at a minimum at the time of the biennial review, the Board of County Commissioners shall receive the report of the Local Public Health Administrator appointed pursuant to Section 7.8.A.ii of this Agreement as to the performance of CCH with providing public health services and programs pursuant to this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF COUNTY. County represents and warrants to CCH, and agrees as follows:

- 3.1 Organization of County. County is a political subdivision of the State of Oregon, is duly organized, validly existing and in good standing under the laws of this State.

- 3.2 Authority Relative to this Agreement. The execution, delivery, and performance of this Agreement by the County has been duly authorized and approved by all requisite corporate action. County warrants that the execution of this Agreement will not require the approval, consent, or authorization of any court, governmental authority, or regulatory body.
- 3.3 Power and Authority. County has the full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by County, when duly executed and delivered by County, will constitute valid and binding obligations of County and will be enforceable in accordance with their respective terms.
- 3.4 Compliance with Laws. As of the date of this Agreement, County has not received any notice of alleged violation, or of any investigation pertaining thereto, of such statute, order, rule or regulation. If, on or before the Effective Date, County does receive any such notice of alleged violation, County shall inform CCH as soon as possible, but at maximum within seventy-two (72) hours.
- 3.5 Litigation. County has no knowledge of any action, lawsuit, claim, proceeding, grievance, arbitration, unfair labor practice complaint, or investigation in any court, board, bureau, agency, arbitrator, or mediator, either pending or threatened, which, if decided adversely against County, could have a material adverse effect upon a material part the provision of public health services and programs, and County knows of no reasonable basis for any such action, lawsuit claim, proceeding, grievance, arbitration, unfair labor practice or investigation.
- 3.6 No Default. County is not in default, and has no knowledge of any default, and no condition exists that, with notice or the lapse of time or both, would constitute a default, with respect to any order, writ, injunction, or decree of any court or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, affecting or relating to the provision of public health services and programs.
- 3.7 Contracts between OHA and County. This Agreement incorporates the following contracts and agreements between Oregon Health Authority and Curry County as the Local Public Health Authority for the provision of public health services and programs in Curry County:
- A. OHA Agreement #143483 and subsequent amendments thereto;
 - B. OHA Agreement #154675 and subsequent amendments thereto;
 - C. OHA Agreement #_____ (pending intergovernmental financial assistance agreement for public health services) and subsequent

- amendments thereto;
- D. Multnomah Education Service District Contract #C02546;
- E. All other existing and/or future contracts, agreements, grants, subcontracts, and sub-grants, and subsequent amendments thereof, for the provision of public health services and programs by Curry County and CCH during the term of this Agreement;

Each contract listed therein is in full force and effect, and the requirements in those contracts to provide public health services and programs are freely and fully assignable to CCH without penalty or other adverse consequence. County is not in default under the terms of any such contract, or in the payment of any principal of or interest on any indebtedness for borrowed money.

- 3.8 Books and Reports. County's books of account reflect all items of income and expenses and all assets and liabilities of the County as they relate to the provision of public health services and programs by CCH, and are maintained in accordance with generally accepted accounting principles. County has not failed to file any material report which may be required by any federal or state law or regulation.
- 3.9 Insurance. Schedule 1 contains a list and brief description all the insurer and coverage amounts of the policies and contracts of insurance held by County as of the Effective Date. All such policies are in full force and effect, and County shall keep such policies in such amounts duly in force until the Effective Date and throughout the term of this Agreement. County will provide CCH with copies of current insurance policies in place, and will forward to CCH policies as they are acquired, amended, or updated.
- 3.10 Modification of Employee Plans and Salaries. From the date of this Agreement, County shall not, without the mutual consent of CCH, make or agree to make any material change in any Employee Plan for any shared employees of County and CCH, including but not limited to the Local Public Health Administrator appointed under Section 7.8.A of this Agreement, except for those changes already in progress as of the date of this Agreement, and those changes required by applicable law, contract, or bargaining agreement.
- 3.11 Completeness of Schedules. The Schedules attached hereto completely and correctly present the information required by this agreement and do not contain any knowingly erroneous statement of material fact. A true and complete original or copies of all documents or materials upon which the contract and attached schedules are based will be made available upon request.
- 3.12 Disclosure. No representation or warranty by County contains any untrue statement or omissions of material fact.

- 3.13 Revenue Sources. County shall fully cooperate with CCH regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

4. REPRESENTATIONS AND WARRANTIES OF CURRY COMMUNITY

HEALTH. CCH represents and warrants to County and agrees as follows:

- 4.1 Organization. CCH is a 501(c)(3) nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon, and has full corporate power to own its properties, acquire leasehold interests, and to provide the services and conduct the business required herein.
- 4.2 Medicare. CCH has secured necessary approvals and licenses required by Medicare and the State of Oregon in order to continue to provide the services outlined in the Agreement and bill Medicare directly for public health services provided. CCH shall fully cooperate with County regarding all documentation and responses to any inquiries from any governmental entity or contractor relating to CCH's conducting public health services and programs described in this Agreement and reimbursement thereof.
- 4.3 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by CCH has been duly authorized and approved by all requisite corporate action. CCH warrants that the execution of this Agreement, and the performance of its terms, will not:
- A. Conflict with any policies, procedures, rules, ordinances, by-laws, or Articles of Incorporation of CCH and/or the assumed business name filing of CCH, with any material instrument, mortgage or deed of trust evidencing or securing indebtedness for borrowed money, or with any judgment, order, award, or decree to which CCH is bound;
 - B. Require the approval, consent, or authorization of any court, governmental authority, or regulatory body; or
 - C. Give any party with rights under any material instrument, agreement, mortgage, judgment, order, award, or decree the right to terminate, modify or otherwise change the rights or obligations of CCH under such instrument, agreement, mortgage, judgment, order, award, or decree.
- 4.4 Power and Authority. CCH has full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by CCH, when

duly executed and delivered by CCH, will constitute valid and binding obligations of CCH and will be enforceable in accordance with their respective terms.

- 4.5 Revenue Sources. CCH shall fully cooperate with County regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

5. ACTION PRIOR TO EFFECTIVE DATE. The following actions have been or will be taken on or before the Effective Date:

- 5.1 Certificates of Insurance. On or before Effective Date, CCH shall obtain and maintain the following insurance, and shall provide County with copies of Certificates of Insurance naming County as additional insured for the following:
- A. Workers' Compensation Insurance as required by Oregon law;
 - B. General Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - C. Automobile Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - D. Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of CCH, of not less than Two Million Dollars (\$2,000,000.00) per incident, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00).

6. LIABILITIES AND INDEMNIFICATION

- 6.1 Liabilities Prior to Effective Date. Each party shall each assume and pay, perform, or discharge any and all liabilities it may have to the other party relating to events, occurrence, or services occurring or provided on or before Effective Date in accordance with the following sections of the Transfer Agreement between Curry County and Curry Community Health, dated December 24, 2012, and subsequent amendments to that agreement thereto:
- A. Sections 2.5 through 2.8, 2.11, 2.13, and 2.14 of the Transfer Agreement, dated December 24, 2012;
 - B. Section 9 of the Transfer Agreement dated December 24, 2012;
 - C. Section 11.10 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section

D. Section 11.11 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section

6.2 Indemnification by County. To the extent permitted by law and subject to the limitations of indemnification by public bodies as provided for by the Oregon Constitution, statutes, and/or rules, County shall defend, indemnify, and hold CCH harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by County under this Agreement; and
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County, its officers, agents, and employees, in connection with the performance of any services or CCH business arising from this Agreement.

6.3 Indemnification by CCH. CCH shall defend, indemnify, and hold County harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions, or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by CCH under this Agreement; and
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of CCH, its officers, agents, and employees, in connection with the performance of any transferred services or business, arising from this Agreement.

6.4 Tort Claims Act. CCH shall not be deemed an agent of the County under the Oregon Tort Claims Act.

7. ACTIONS TO BE TAKEN AFTER THE EFFECTIVE DATE

7.1 Best Efforts. Both Parties agree to use their best efforts to obtain all necessary authorizations, approvals, consents, and other necessary documents as may be reasonably required to delegate the responsibility to provide public health services and programs to CCH contemplated herein.

7.2 Mutual Cooperation with Respect to Audits. County and CCH will provide each other with any such information or assistance as may be reasonably requested in

connection with the preparation, or response to, any audit, survey or site visit by any appropriate state or federal agency or contractor.

- 7.3 Cooperation in Litigation. In the event that County or CCH shall require the participation of officers and employees employed by each other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, both County and CCH shall use their best efforts to make such officers and employees available to participate in such defense or prosecution; provided that, except as required pursuant to the provisions of Section 6, the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges and expenses arising from such participation.
- 7.4 Mutual Cooperation with Respect to Receivables. If any funds, including but not limited to Medicare or Medicaid Administrative Claiming funds, are received by a party after Effective Date but are attributed to services provided by the other party before Effective Date, the first party shall forward the funds to the proper owner as determined by the Transfer Agreement dated December 24, 2012, and subsequent amendments thereto.
- 7.5 Mutual Cooperation with Respect to Grants. County and CCH will provide each other with any such information or assistance as may be reasonably requested or necessary in connection with the preparation of any applications for grants or other funding awards, and in connection with the receipt and management of any such grant awards, each party shall retain and provide the other with any records or information which may be necessary in applying for or obtaining such grant awards.
- 7.6 License, Certifications, Enrollment and Cost Report. County shall fully cooperate with CCH to renew all necessary state and federal licenses, certifications, and enrollments for the provision of public health services and programs. County shall fully cooperate with CCH in the preparation and submission of any financial or regulatory filing that may need to be submitted to any state or federal governmental authority regarding public health services and programs.
- 7.7 Funding.
- A. In order to assist County with County's compliance with its contracts with OHA, CCH shall provide County with the requisite Expenditure and Revenue Reports for the County to pass on to OHA.
 - B. County shall collect and deposit into the Public Health Fund funds it

receives pursuant to contracts for the provision of public health services and programs, as well as any and all public health service fees it collects.

- i. Within ten (10) business days of County's receipt of funds from OHA for public health services and programs provided by CCH, County will forward those funds to CCH.
- ii. CCH shall submit monthly invoices to County for reimbursement of its portion of the Local Public Health Administrator's employee benefits in accordance with Section 7.8.A below.
- iii. CCH shall submit monthly invoices to County for reimbursement of expenses related to the provision of environmental health services pursuant to OHA Agreement #154675, and/or any other contract between OHA and County for environmental health services.
- iv. County shall pay CCH within ten (10) business days of receipt of each invoice pursuant to Sections 7.7.B.ii and 7.7.B.iii above.

- C. County fiscal contribution of any part of the County's general fund to the Public Health Fund will be reviewed as a part of the regular county budget process for consideration of funding. Subject to availability of funds, favorable performance reviews, and to the procedures contained herein for the provision of public health services and programs, County declares its intention to consider future funding of CCH. There is no current funding available, but County may revisit funding, from whatever source, including CCH or other health services, in future budgets.

7.8 County's Continued Responsibilities as the Local Public Health Authority. County is the Local Public Health Authority pursuant to ORS 431.003(7). Per ORS 431.413(3) and in accordance with this Agreement, County hereby contracts with CCH to provide the public health services and programs to the public at large that County is bound to provide by its contracts with OHA and by law.

- A. Local Public Health Administrator. Per ORS 431.418, County shall appoint a qualified Local Public Health Administrator who shall be an employee of the County. In the discretion of the County, the same person may also be an employee of CCH. County is responsible for 0.25 FTE of the Local Public Health Administrator, including but not limited to salary and employee benefits. County's share of the Local Public Health Administrator's salary will be 0.25 FTE, even if the Local Public Health Administrator's salary is increased upon annual reviews.

In addition to the duties required by ORS chapter 431 and ORS chapter 431A, the Local Public Health Administrator shall:

- i. Make initial decisions on complaints from service decisions of CCH;
 - ii. Report to the County periodically, but at least biennially, on the performance of CCH; and
 - iii. Perform such other tasks as may be directed by the County.
- B. County Advisory Committee. County, in collaboration with CCH, shall organize one or more County Public Health Advisory Committee(s). Those committees shall, at a minimum, meet statutory requirements for citizen advice to the Local Public Health Authority. The parties recognize that the County retains the sole authority to appoint the members of the County Advisory Committee(s). However, the parties agree that the County and CCH shall work together to nominate the County Advisory Committee.
- C. Local Enforcement of Public Health Laws. County shall retain all local enforcement authority of the Oregon Public Health Laws, including but not limited to those set forth in ORS chapter 431 and ORS chapter 431A. That authority includes but is not limited to the ability to issue subpoenas requiring testimony or the production of physical or other evidence, issue administrative orders, and impose civil penalties for violations of the law. Although CCH shall assist County and the Local Public Health Administrator in investigating and evaluating potential noncompliance or violation of public health laws, all discretionary decisions on enforcement actions, and the enforcement actions themselves, remain with County.
- D. County shall maintain control and oversight of the Environmental Health Program by meeting the provision of OHA Agreement #154675.

7.9 CCH's Responsibilities Pursuant to this Agreement for the Provision of Public Health Services and Programs:

- A. CCH will assist County with fulfilling County's obligations to provide public health services and programs for the contracts listed in Section 3.7 above, including subsequent amendments thereof, to the extent that County may lawfully delegate responsibility for those services and/or programs.
- B. In the case of an emergency endangering public health, CCH shall assist County in evaluating if the circumstances of the emergency are such that the Oregon Health Authority or its director cannot take action in time to meet the emergency, and delay in taking action increases the hazard to public health. If the circumstances are so, CCH shall so advise County.

8. TERMINATION

8.1 Termination Events. This Agreement may be terminated by written notice delivered as provided in Section 9.6:

- A. By mutual consent of County and CCH, and with not less than 90 days before the termination date; or
- B. By either County or CCH, if a material default or breach is made by the other party with respect to the timely performance of any of its covenants and agreements contained herein, or with respect to due compliance with any of its representations and warranties contained herein.
 - i. Before any termination hereunder, any party declaring a material default or breach shall provide to the other party written notice of the alleged default or breach.
 - ii. The written notice under Section 8.1.B.i shall include a description of the alleged default or breach, a statement outlining what steps must be taken to cure the alleged default or breach, and a reasonable period, not less than 90 days, within which the default or breach must be cured or if not capable of cure in that period, in which steps are being taken which are reasonably likely to lead to a cure.

8.2 Each party's right of termination is in addition to any other rights it may have under state, federal, and/or local law, including those rights pursuant to Section 9 below.

9. GENERAL PROVISIONS

9.1 Continuation of Services. Both parties shall use their best efforts to conduct all acts pursuant to this Agreement with a minimum of disruption in public health services to clients and the public at large.

9.2 Specific Performance. Each party acknowledges that the other party may have no adequate remedy at law if it fails to perform any of its obligations under this Agreement. In such event, the non-defaulting party shall have the right, in addition to any other rights it may have, to pursue specific performance of this Agreement.

9.3 Further Assurance. The parties agree to prepare, execute, acknowledge, and deliver all documents, writings, and records, and to take all steps and actions as may be necessary, to support public health services and programs.

- 9.4 Waiver. No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement.
- 9.5 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 9.6 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, to the address set forth below, or to such other person at such other place as may be furnished in writing. Any notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

To CCH:
Ken Dukek (or current CEO)
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

To County:
Curry County Legal Counsel
94235 Moore St., Suite 123
Gold Beach, OR 97444

- 9.7 Expenses. Unless Section 6 above provides otherwise under the circumstances, each party shall be responsible for and pay its own expenses and fees of its counsel, accountant, and other experts.
- 9.8 Force Majeure. Neither County nor CCH shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 9.9 Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Oregon.
- 9.10 Compliance with Law. The parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement, including, but not limited to:

- A. All applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
 - B. All state laws requiring reporting of client abuse;
 - C. All applicable provisions of ORS 236.605 *et seq.*, regarding transfer of public employees;
 - D. All applicable provisions of ORS 656.017 *et seq.*, regarding workers' compensation coverage; and
 - E. All applicable requirements of federal and state statutes, rules, and regulations regarding confidentiality of client information, including, but not limited to, 42 CFR Part 2, and 45 CFR Part 164 (HIPAA).
- 9.11 Change of Law, Regulation or Policy. If, after the Effective Date, there is a change of law, regulation or policy so that Medicare will not continue to make payments to County pending Medicare approval of this transaction, County and CCH shall cooperate and take such action as may be necessary so that services can continue until such changed law, regulation or policy permits payment to County or payment directly to CCH.
- 9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the any successors and permitted assigns of the parties hereto.
- 9.13 No Third Party Beneficiary. County and CCH are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 9.14 Amendment. This Agreement may be amended or modified at any time upon the written agreement of both parties, signed and executed in the same manner and form as below.
- 9.15 Title and Headings. Titles and heading to sections in this Agreement are inserted for convenience of reference only, and not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 9.16 Schedules. The Schedules attached to this Agreement shall be incorporated herein, and shall be construed as if the Schedules had been set forth verbatim herein.

9.17 Entire Agreement. This Agreement and the attached Schedules constitute the entire Agreement between the parties with respect to the provision of public health services and programs by CCH. This Agreement shall supersede all previous negotiations, commitments, and writings with respect to CCH's agreement to provide public health services and programs. There are no other understandings, agreements, or representations, written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED: December _____, 2017

DATED: December _____, 2017

CURRY COUNTY:

CURRY COMMUNITY HEALTH:

Thomas Huxley, Commissioner
Curry County

Kenneth Dukek, CEO
Curry Community Health

Sue Gold, Commissioner
Curry County

Court Boice, Commissioner
Curry County

SCHEDULES

Schedule 1 –



Administrative Offices
P.O. Box 810
Gold Beach, Oregon 97444
Phone – (541) 425-7545
Fax – (541) 425-5557
www.currych.org

To: Curry County Board of Commissioners

From: Kenneth Dukek, CCH CEO

Re: Public Health Services Agreement

Date: November 29, 2017

Curry Community Health (CCH) has been providing Curry County with Public Health services based on a Transfer Agreement dated December 24, 2012, with CCH actually beginning the services on February 1, 2013. During this period of time, the State of Oregon, Oregon Health Authority (OHA) has been making direct payments for the financing of Public Health Services to Curry Community Health. In July 2017, the OHA determined they would not support “three-party” contracts beyond December 31, 2017. The reasoning behind the change relates to the responsibility of the County to provide enforcement powers and responsibilities of the Local Public Health Authority. Effective January 1, 2018, OHA will contract directly with Curry County for Public Health Services and Curry County may at its discretion contract those services out to a provider.

Curry Community Health has demonstrated its capability in providing these services over the past several years and desires to continue providing Public Health services to the citizens of Curry County. Attached is a Public Health Services Agreement that has been updated to meet current regulatory statutes and rules. CCH has met all of the conditions of the Transfer Agreement, to include providing updates at the end of each biennium. Based on the feedback we have received from the Board of Commissioners and the public present at these meetings, CCH believes it has provided cost-effective public health services that have supported Curry County.

We respectfully request that the Board of Commissioners approve the Public Health Services Agreement so that CCH can continue to provide service to the citizens of Curry County without interruption.

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

In the Matter of an Order Approving)
A Public Health Services Agreement) ORDER NO. _____

WHEREAS, Curry County is the Local Public Health Authority pursuant to ORS 431.003(7); and

WHEREAS, Curry County has entered into contracts and agreements with Oregon Health Authority (OHA) for financial assistance to provide public health services and programs; and

WHEREAS, Curry Community Health (CCH) was created for the purpose of transitioning the public health services currently provided by County to an independent, non-profit organization that is independent and not a department or subdivision of County; and

WHEREAS, County and CCH entered into a Transfer Agreement dated December 24, 2012, and enacted subsequent amendments thereto, for CCH to provide public health services and programs to the public at large; and

WHEREAS, CCH demonstrated its ability to provide public health services and programs to the public at large since February 1, 2013, and the County desires that the citizens of Curry County Continue to receive public health services and programs currently provided by CCH through new restated agreement; and

WHEREAS, the County desires to meet its public health obligations through an agreement with CCH who is capable and qualified to provide the services and programs required of County; and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby approves the Public Health Services Agreement (attached for reference) and this Agreement shall supersede the Transfer Agreement dated December 24, 2012, and subsequent amendments thereto, except as otherwise provided in the agreement.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Community Mental Health Program Provider Agreement**TIMELY FILED** Yes ☒ No ☐ 11/29/17

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 12/6/2017 **DEPARTMENT:** CCH **TIME NEEDED:** 20 minutes(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** Ken Dukek **PHONE/EXT:** 373-3279 **TODAY'S DATE:** 11/29/17**BRIEF BACKGROUND OR NOTE: (If no memo attached)****FILES ATTACHED:**

- (1) Community Mental Health Program Provider Agreement
- (2) Cover Letter
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☒ Send Printed Copy to:

Address:

CCH , PO Box 810

☐ Email a Digital Copy to:

City/State/Zip:

Gold Beach, OR 97444

☐ Other

Phone:

^aNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

ASSIGNED TO:**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

- Commissioner Thomas Huxley Yes ☐ No ☐
- Commissioner Sue Gold Yes ☐ No ☐
- Commissioner Court Boice Yes ☐ No ☐

COMMUNITY MENTAL HEALTH PROGRAM PROVIDER AGREEMENT

This Agreement is made by and between the COUNTY OF CURRY, a political subdivision of the State of Oregon, also known as CURRY COUNTY (herein referred to as “County”), and CURRY COMMUNITY HEALTH (herein referred to as “CCH”), an Oregon 501(c)(3) non-profit corporation.

WHEREAS, County is the Local Mental Health Authority, pursuant to ORS 430.630(9);

WHEREAS, County desires to meet its obligations as the Local Mental Health Authority through subcontract with a person or entity capable and qualified to provide the services required of County for its Community Mental Health Program;

WHEREAS, CCH was created for the purpose of transitioning the behavioral health services originally provided by County to a non-profit organization that is independent and not a department or subdivision of County;

WHEREAS, County and CCH entered into a Transfer Agreement dated December 24, 2012, and enacted subsequent amendments thereto, that caused CCH to be designated as the Community Mental Health Program for Curry County under ORS 430.620(1)(b), and to provide mental health and addictions services and programs to the public at large;

WHEREAS, CCH has provided mental health and addictions services and programs to the public at large since February 1, 2013 as the Community Mental Health Program;

WHEREAS, Oregon Health Authority found CCH to be in substantial compliance with its provision of mental health and addictions services, and CCH’s Certificate of Approval from the Oregon Health Authority for those Services does not expire until April 30, 2019;

WHEREAS, County desires that the citizens of Curry County continue to receive mental health and addictions services currently provided by CCH;

WHEREAS, CCH is willing and able to continue to be the Community Mental Health Program for Curry County, and continue to provide mental health and addictions services and programs to the citizens of Curry County and public at large;

WHEREAS, CCH has the skill, expertise, and qualifications to provide said services upon the terms and conditions set out below; and

WHEREAS, it is the intention of the parties that CCH, as the Community Mental Health Program for Curry County, shall assume, perform, and be responsible for all of the duties and obligations to be performed by County as the Local Mental Health Authority to the extent that the provision of those services can be delegated and to the fullest extent possible;

Now, Therefore,

IT IS HEREBY AGREED by and between the parties above mentioned that the above recitals are incorporated, and that for and in consideration of the mutual promises hereinafter stated, as follows:

1. DEFINITIONS. As used in the Agreement, the following words and phrases shall have the following meanings:

- 1.1 “Business” means the function of providing mental health and addictions services as currently provided by CCH in its role as the current Community Mental Health Program, and taking all acts required in order to provide such services.
- 1.2 “Community Mental Health Program Director” means the director of a Community Mental Health Program.
- 1.3 “Community Mental Health Program” means a program formed under ORS 430.620(1)(b).
- 1.4 “County” means Curry County, Oregon, acting by and through the Curry County Board of Commissioners.
- 1.5 “Effective Date” means January 1, 2018.
- 1.6 “Liabilities” means all debts, adverse claims, liabilities (including contingent liabilities), or obligations, known or unknown, including those arising under any law, rule or regulation, or imposed by any court, arbitrator, or other tribunal, and those arising in connection with any contracts, agreements, leases commitments, undertakings, or acts of a party.
- 1.7 “Local Mental Health Authority”, also known as “LMHA”, has the same definition as that in ORS 430.630(9)(a).
- 1.8 “Material default or breach” means any acts or omissions that jeopardize the health, safety or security of any person; misuse of funds; intentional falsification of records; malfeasance by either party’s officers, agents, or employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches, which pattern rises to the level of a material breach.
- 1.9 “OHA” means Oregon Health Authority.
- 1.10 “Party” means the County and its officers, agents, and employees, and/or CCH and its officers, agents and employees.

- 1.11 “Services” means the provision of mental health and addictions services to Clients.

2. TERM

- 2.1 Effective Date: This Agreement is effective upon Effective Date, and the parties will immediately begin taking all reasonable steps to comply with this Agreement. CCH will continue to contract directly with such entities as is necessary for CCH to continue to provide Services.
- 2.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2019. Thereafter, this Agreement shall automatically renew for subsequent biennial terms as described in Sections 2.3.
- 2.3 Biennial Renewal. This Agreement shall automatically be renewed biennially beginning on July 1, 2019, unless one or both of the parties choose to modify or terminate the Agreement per the terms of Section 8 or 9.14. A renewal of this Agreement shall automatically renew the designation of CCH as the Community Mental Health Program, under ORS 430.620(1) and Section 7.7 below; and the designation of the behavioral health director of CCH or other CCH director as the Community Mental Health Program Director under ORS 426.005(1)(a).
- 2.4 Biennial Review of Agreement.
- A. Each biennium, CCH will make a presentation to the Board of County Commissioners outlining the biennial budget, services to be provided, and whether CCH will provide those services directly or by subcontract.
 - B. At any time, but at a minimum at the time of the biennial review, the Board of County Commissioners shall receive the report of the Community Mental Health Program Director as to the performance of CCH as the Community Mental Health Program and provision of mental health and addictions services in Curry County.

3. REPRESENTATIONS AND WARRANTIES OF COUNTY. County represents and warrants to CCH, and agrees as follows:

- 3.1 Organization of County. County is a political subdivision of the State of Oregon, is duly organized, validly existing and in good standing under the laws of this State.
- 3.2 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by the County has been duly authorized and approved by all

requisite corporate action. County warrants that the execution of this Agreement will not require the approval, consent, or authorization of any court, governmental authority, or regulatory body.

- 3.3 Power and Authority. County has the full power and authority to do any perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by County, when duly executed and delivered by County, will constitute valid and binding obligations of County and will be enforceable in accordance with their respective terms.
- 3.4 Compliance with Laws. As of the date of this Agreement, County has not received any notice of alleged violation, or of any investigation pertaining thereto, of such statute, order, rule or regulation. If, on or before the Effective Date, County does receive any such notice of alleged violation, County shall inform CCH as soon as possible, but at maximum within seventy-two (72) hours.
- 3.5 Litigation. County has no knowledge of any action, lawsuit, claim, proceeding, grievance, arbitration, unfair labor practice complaint or investigation in any court, board, bureau, agency, arbitrator, or mediator, either pending or threatened, which, if decided adversely against County, could have a material adverse effect upon a material part of CCH, its Business, or the Services provided, and County knows of no reasonable basis for any such action, lawsuit claim, proceeding, grievance, arbitration, unfair labor practice or investigation.
- 3.6 No Default. Neither County nor CCH is in default, or has any knowledge of any default or condition that, without notice or the lapse of time or both, would constitute a default, with respect to any order, writ, injunction, or decree of any court or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, affecting or relating to the provision of mental health and addictions services and programs.
- 3.7 Books and Reports. County's books of account reflect all items of income and expenses and all assets and liabilities of the County as they relate to the Business and Services provided by County and CCH, and are maintained in accordance with generally accepted accounting principles. County has not failed to file any material report which may be required by any federal or state law or regulation.
- 3.8 Insurance. Schedule 1 contains a list and brief description all the insurer and coverage amounts of the policies and contracts of insurance held by County as of the Effective Date. All such policies are in full force and effect, and County shall keep such policies in such amounts duly in force until the Effective Date and throughout the term of this Agreement. County will provide CCH with copies of current insurance policies in place, and will forward to CCH policies as they are

acquired, amended, or updated

- 3.9 Completeness of Schedules. The Schedules attached hereto completely and correctly present the information required by this agreement and do not contain any knowingly erroneous statement of material fact. A true and complete original or copies of all documents or materials upon which the contract and attached schedules are based will be made available upon request.
- 3.10 Disclosure. No representation or warranty by County contains any untrue statement or omissions of material fact.
- 3.11 Revenue Sources. County shall fully cooperate with CCH regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

4. REPRESENTATIONS AND WARRANTIES OF CURRY COMMUNITY

HEALTH. CCH represents and warrants to County and agrees as follows:

- 4.1 Organization. CCH is a 501(c)(3) nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon, and has full corporate power to own its properties, acquire leasehold interests, and to provide the services and conduct the business required herein.
- 4.2 Medicare. CCH has secured necessary approvals and licenses required by Medicare and the State of Oregon in order to continue to provide the services outlined in the Agreement and bill Medicare directly for mental health and addictions services provided. CCH shall fully cooperate with County regarding all documentation and responses to any inquiries from any governmental entity or contractor relating to CCH's designation as the Community Mental Health Program, CCH's provision of mental health and addictions services, and reimbursement for the provision of said services.
- 4.3 Authority Relative to this Agreement. The execution, delivery, and performance of this Agreement by CCH has been duly authorized and approved by all requisite corporate action. CCH warrants that the execution of this Agreement, and the performance of its terms, will not:
 - A. Conflict with any policies, procedures, rules, ordinances, by-laws, or Articles of Incorporation of CCH and/or the assumed business name filing of CCH, with any material instrument, mortgage or deed of trust evidencing or securing indebtedness for borrowed money, or with any judgment, order, award, or decree to which CCH is bound;
 - B. Require the approval, consent, or authorization of any court, governmental

authority, or regulatory body;

- C. Give any party with rights under any material instrument, agreement, mortgage, judgment, order, award, or decree the right to terminate, modify or otherwise change the rights or obligations of CCH under such instrument, agreement, mortgage, judgment, order, award, or decree.

- 4.4 Power and Authority. CCH has full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by CCH, when duly executed and delivered by CCH, will constitute valid and binding obligations of CCH and will be enforceable in accordance with their respective terms.
- 4.5 Revenue Sources. CCH shall fully cooperate with County regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

5. ACTION PRIOR TO EFFECTIVE DATE. The following actions have been or will be taken on or before the Effective Date:

- 5.1 Certificates of Insurance. On or before Effective Date, CCH shall obtain and maintain the following insurance, and shall provide County with copies of Certificates of Insurance naming County as additional insured for the following:
 - A. Workers' Compensation Insurance as required by Oregon law;
 - B. General Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - C. Automobile Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - D. Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of CCH, of not less than Two Million Dollars (\$2,000,000.00) per incident, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00).

6. LIABILITIES AND INDEMNIFICATION

- 6.1 Liabilities Prior to Effective Date. Each party shall each assume and pay, perform, or discharge any and all liabilities it may have to the other party relating to events, occurrence, or services occurring or provided on or before Effective

Date in accordance with the following sections of the Transfer Agreement between Curry County and Curry Community Health, dated December 24, 2012, and subsequent amendments to that agreement thereto:

- A. Sections 2.5 through 2.8, 2.11, 2.13, and 2.14 of the Transfer Agreement, dated December 24, 2012;
- B. Section 9 of the Transfer Agreement dated December 24, 2012;
- C. Section 11.10 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section; and
- D. Section 11.11 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section.

6.2 Indemnification by County. To the extent permitted by law and subject to the limitations of indemnification by public bodies as provided for by the Oregon Constitution, statutes, and/or rules, County shall defend, indemnify, and hold CCH harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by County under this Agreement; or
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County, its officers, agents, and employees, in connection with the performance of any services or CCH business arising from this Agreement.

6.3 Indemnification by CCH. CCH shall defend, indemnify, and hold County harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions, or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by CCH under this Agreement; or
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of CCH, its officers, agents, and employees, in connection with the performance of any transferred services or business, arising from this Agreement.

6.4 Tort Claims Act. CCH shall not be deemed an agent of the County under the Oregon Tort Claims Act.

7. ACTIONS TO BE TAKEN AFTER THE CLOSING DATE

- 7.1 Best Efforts. Both parties agree to use their best efforts to obtain all necessary authorizations, approvals, consents, and other necessary documents as may be reasonably required to delegate the responsibility of the Community Mental Health Program to CCH contemplated herein.
- 7.2 Mutual Cooperation with Respect to Audits. County and CCH will provide each other with any such information or assistance as may be reasonably requested in connection with the preparation, or response to, any audit, survey or site visit by any appropriate state or federal agency or contractor.
- 7.3 Cooperation in Litigation. In the event that County or CCH shall require the participation of officers and employees employed by each other to aid in the conflict of interest between the parties, both County and CCH shall use their best efforts to make sure officers and employees available to participate in such defense or prosecution; provided that, except as required pursuant to the provisions of Section 6 the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges, and expenses arising from such participation.
- 7.4 Mutual Cooperation with Respect to Receivables. If any funds, including but not limited to Medicare or Medicaid Administrative Claiming funds, are received by a party after Effective Date but are attributed to services provided by the other party before Effective Date, the first party shall forward the funds to the proper owner as determined by the Transfer Agreement dated December 27, 2012, and subsequent amendments thereto.
- 7.5 Mutual Cooperation with Respect to Grants. County and CCH will provide each other with any such information or assistance as may be reasonably requested or necessary in connection with the preparation of any applications for grants or other funding awards. In connection with the receipt and management of any such grant awards, each party shall retain and provide the other with any records or information which may be necessary in applying for or obtaining such grant awards.
- 7.6 License, Certifications, Enrollment and Cost Report. County shall fully cooperate with CCH to renew all necessary state and federal licenses, certifications, and enrollments for the provision of mental health and addictions services and programs. County shall fully cooperate with CCH in the preparation and submission of any financial or regulatory filing that may need to be submitted to any state or federal governmental authority regarding mental health and addictions services and programs.

7.7 Community Mental Health Program. County hereby contracts with and designates CCH to continue to be the Community Mental Health Program (“CMHP”) for Curry County under ORS 430.620(1). The CCH behavioral health director will continue to be the Community Mental Health Program Director.

7.8 Funding.

- A. As the CMHP, CCH may contract directly with OHA and any other state, federal, local, or private entity, including but not limited to Coordinated Care Organizations, for funding for the provision of mental health and addictions services.
- B. Within ten (10) business days of County’s receipt of funds from the State of Oregon that are earmarked for mental health, addictions, and/or gambling treatment services, County will forward those funds to CCH.
- C. County fiscal contribution of any part of the County’s general fund towards funding mental health and/or addictions services will be reviewed as a part of the regular county budget process. Subject to availability of funds, favorable performance reviews, and to the procedures contained herein for the provision of mental health and addictions services and programs, County declares its intention to consider future funding of CCH. There is no current funding available, but County may revisit funding, from whatever source, including CCH or other health services, in future budgets.

7.9 County Advisory Committee. County, in collaboration with CCH, shall organize a mental health advisory committee. That committee shall, at a minimum, meet statutory requirements for citizen advice to the Community Mental Health Program and the Board of Commissioners. The parties recognize that the County retains the sole authority to appoint the members of the County Advisory Committee(s). However, the parties agree that the County and CCH shall work together to nominate the members of that advisory Committee.

8. TERMINATION

8.1 Termination Events. This Agreement may be terminated by written notice delivered as provided in Section 9.6:

- A. By mutual consent of County and CCH, and with not less than 90 days before the termination date; or

B. By either County or CCH, if a material default or breach is made by the other party with respect to the timely performance of any of its covenants and agreements contained herein, or with respect to due compliance with any of its representations and warranties contained herein.

- i. Before any termination hereunder, any party declaring a material default or breach shall provide to the other party written notice of the alleged default or breach.
- ii. The written notice under Section 8.1.B.i shall include a description of the alleged default or breach, a statement outlining what steps must be taken to cure the alleged default or breach, and a reasonable period, not less than 90 days, within which the default or breach must be cured or if not capable of cure in that period, in which steps are being taken which are reasonably likely to lead to a cure.

8.2 Each party's right of termination is in addition to any other rights it may have under state, federal, and/or local law, including those rights pursuant to Section 9 below.

9. GENERAL PROVISIONS

9.1 Continuation of Services. Both parties shall use their best efforts to conduct all acts pursuant to this Agreement with a minimum of disruption in mental health and addictions services to clients and the public at large.

9.2 Specific Performance. Each party acknowledges that the other party may have no adequate remedy at law if it fails to perform any of its obligations under this Agreement. In such event, the non-defaulting party shall have the right, in addition to any other rights it may have, to pursue specific performance of this Agreement.

9.3 Further Assurance. The parties agree to prepare, execute, acknowledge, and deliver all documents, writings, and records, and to take all steps and actions as may be necessary, to support mental health and addictions services and programs.

9.4 Waiver. No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement.

9.5 Severability. If any term or provision of this Agreement is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 9.6 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, to the address set forth below, or to such other person at such other place as may be furnished in writing. Any notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

To CCH:
Ken Dukek (or current CEO)
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

To County:
Curry County Legal Counsel
94235 Moore St., Suite 123
Gold Beach, OR 97444

- 9.7 Expenses. Unless Section 6 above provides otherwise under the circumstances, each party shall be responsible for and pay its own expenses and fees of its counsel, accountant, and other experts.
- 9.8 Force Majeure. Neither County nor CCH shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 9.9 Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Oregon.
- 9.10 Compliance with Law. The parties shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this Agreement, including, but not limited to:
- A. All applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
 - B. All state laws requiring reporting of client abuse;
 - C. All applicable provisions of ORS 236.605 *et seq.*, regarding transfer of public employees;
 - D. All applicable provisions of ORS 656.017 *et seq.*, regarding workers'

compensation coverage; and

E. All applicable requirements of federal and state statutes, rules, and regulations regarding confidentiality of client information, including, but not limited to, 42 CFR Part 2, and 45 CFR Part 164 (HIPAA).

- 9.11 Change of Law, Regulation or Policy. If, after the Effective Date, there is a change of law, regulation, or policy so that the State of Oregon, by and through OHA or another agency, will not continue to make payments to CCH and/or County, County and CCH shall cooperate and take such action as may be necessary so that services can continue until such changed law, regulation or policy permits payment to County or payment directly to CCH.
- 9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the any successors and permitted assigns of the parties hereto.
- 9.13 No Third Party Beneficiary. County and CCH are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 9.14 Amendment. This Agreement may be amended or modified at any time upon the written agreement of both parties, signed and executed in the same manner and form as below.
- 9.15 Title and Headings. Titles and headings of sections in this Agreement are inserted for convenience of reference only, and not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 9.16 Schedules. The Schedules attached to this Agreement shall be incorporated herein, and shall be construed as if the Schedules had been set forth verbatim herein.
- 9.17 Entire Agreement. This Agreement and the attached Schedules constitute the entire Agreement between the parties with respect to the provision of mental health and addictions services and programs by CCH. This Agreement shall supersede all previous negotiations, commitments, and writings with respect to CCH's agreement to provide mental health and addictions services and programs. There are no other understandings, agreements, or representations, written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED: December _____, 2017

DATED: December _____, 2017

CURRY COUNTY:

CURRY COMMUNITY HEALTH:

Thomas Huxley, Commissioner
Curry County

Kenneth Dukek, CEO
Curry Community Health

Sue Gold, Commissioner
Curry County

Court Boice, Commissioner
Curry County

SCHEDULES

Schedule 1 –

COMMUNITY MENTAL HEALTH PROGRAM PROVIDER AGREEMENT

This Agreement is made by and between the COUNTY OF CURRY, a political subdivision of the State of Oregon, also known as CURRY COUNTY (herein referred to as “County”), and CURRY COMMUNITY HEALTH (herein referred to as “CCH”), an Oregon 501(c)(3) non-profit corporation.

WHEREAS, County is the Local Mental Health Authority, pursuant to ORS 430.630(9);

WHEREAS, County desires to meet its obligations as the Local Mental Health Authority through subcontract with a person or entity capable and qualified to provide the services required of County for its Community Mental Health Program;

WHEREAS, CCH was created for the purpose of transitioning the behavioral health services originally provided by County to a non-profit organization that is independent and not a department or subdivision of County;

WHEREAS, County and CCH entered into a Transfer Agreement dated December 24, 2012, and enacted subsequent amendments thereto, that caused CCH to be designated as the Community Mental Health Program for Curry County under ORS 430.620(1)(b), and to provide mental health and addictions services and programs to the public at large;

WHEREAS, CCH has provided mental health and addictions services and programs to the public at large since February 1, 2013 as the Community Mental Health Program;

WHEREAS, Oregon Health Authority found CCH to be in substantial compliance with its provision of mental health and addictions services, and CCH’s Certificate of Approval from the Oregon Health Authority for those Services does not expire until April 30, 2019;

WHEREAS, County desires that the citizens of Curry County continue to receive mental health and addictions services currently provided by CCH;

WHEREAS, CCH is willing and able to continue to be the Community Mental Health Program for Curry County, and continue to provide mental health and addictions services and programs to the citizens of Curry County and public at large;

WHEREAS, CCH has the skill, expertise, and qualifications to provide said services upon the terms and conditions set out below; and

WHEREAS, it is the intention of the parties that CCH, as the Community Mental Health Program for Curry County, shall assume, perform, and be responsible for all of the duties and obligations to be performed by County as the Local Mental Health Authority to the extent that the provision of those services can be delegated and to the fullest extent possible;

Now, Therefore,

IT IS HEREBY AGREED by and between the parties above mentioned that the above recitals are incorporated, and that for and in consideration of the mutual promises hereinafter stated, as follows:

1. DEFINITIONS. As used in the Agreement, the following words and phrases shall have the following meanings:

- 1.1 “Business” means the function of providing mental health and addictions services as currently provided by CCH in its role as the current Community Mental Health Program, and taking all acts required in order to provide such services.
- 1.2 “Community Mental Health Program Director” means the director of a Community Mental Health Program.
- 1.3 “Community Mental Health Program” means a program formed under ORS 430.620(1)(b).
- 1.4 “County” means Curry County, Oregon, acting by and through the Curry County Board of Commissioners.
- 1.5 “Effective Date” means January 1, 2018.
- 1.6 “Liabilities” means all debts, adverse claims, liabilities (including contingent liabilities), or obligations, known or unknown, including those arising under any law, rule or regulation, or imposed by any court, arbitrator, or other tribunal, and those arising in connection with any contracts, agreements, leases commitments, undertakings, or acts of a party.
- 1.7 “Local Mental Health Authority”, also known as “LMHA”, has the same definition as that in ORS 430.630(9)(a).
- 1.8 “Material default or breach” means any acts or omissions that jeopardize the health, safety or security of any person; misuse of funds; intentional falsification of records; malfeasance by either party’s officers, agents, or employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches, which pattern rises to the level of a material breach.
- 1.9 “OHA” means Oregon Health Authority.
- 1.10 “Party” means the County and its officers, agents, and employees, and/or CCH and its officers, agents and employees.

- 1.11 “Services” means the provision of mental health and addictions services to Clients.

2. TERM

- 2.1 Effective Date: This Agreement is effective upon Effective Date, and the parties will immediately begin taking all reasonable steps to comply with this Agreement. CCH will continue to contract directly with such entities as is necessary for CCH to continue to provide Services.
- 2.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2019. Thereafter, this Agreement shall automatically renew for subsequent biennial terms as described in Sections 2.3.
- 2.3 Biennial Renewal. This Agreement shall automatically be renewed biennially beginning on July 1, 2019, unless one or both of the parties choose to modify or terminate the Agreement per the terms of Section 8 or 9.14. A renewal of this Agreement shall automatically renew the designation of CCH as the Community Mental Health Program, under ORS 430.620(1) and Section 7.7 below; and the designation of the behavioral health director of CCH or other CCH director as the Community Mental Health Program Director under ORS 426.005(1)(a).
- 2.4 Biennial Review of Agreement.
- A. Each biennium, CCH will make a presentation to the Board of County Commissioners outlining the biennial budget, services to be provided, and whether CCH will provide those services directly or by subcontract.
 - B. At any time, but at a minimum at the time of the biennial review, the Board of County Commissioners shall receive the report of the Community Mental Health Program Director as to the performance of CCH as the Community Mental Health Program and provision of mental health and addictions services in Curry County.

3. REPRESENTATIONS AND WARRANTIES OF COUNTY. County represents and warrants to CCH, and agrees as follows:

- 3.1 Organization of County. County is a political subdivision of the State of Oregon, is duly organized, validly existing and in good standing under the laws of this State.
- 3.2 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by the County has been duly authorized and approved by all

requisite corporate action. County warrants that the execution of this Agreement will not require the approval, consent, or authorization of any court, governmental authority, or regulatory body.

- 3.3 Power and Authority. County has the full power and authority to do any perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by County, when duly executed and delivered by County, will constitute valid and binding obligations of County and will be enforceable in accordance with their respective terms.
- 3.4 Compliance with Laws. As of the date of this Agreement, County has not received any notice of alleged violation, or of any investigation pertaining thereto, of such statute, order, rule or regulation. If, on or before the Effective Date, County does receive any such notice of alleged violation, County shall inform CCH as soon as possible, but at maximum within seventy-two (72) hours.
- 3.5 Litigation. County has no knowledge of any action, lawsuit, claim, proceeding, grievance, arbitration, unfair labor practice complaint or investigation in any court, board, bureau, agency, arbitrator, or mediator, either pending or threatened, which, if decided adversely against County, could have a material adverse effect upon a material part of CCH, its Business, or the Services provided, and County knows of no reasonable basis for any such action, lawsuit claim, proceeding, grievance, arbitration, unfair labor practice or investigation.
- 3.6 No Default. Neither County nor CCH is in default, or has any knowledge of any default or condition that, without notice or the lapse of time or both, would constitute a default, with respect to any order, writ, injunction, or decree of any court or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, affecting or relating to the provision of mental health and addictions services and programs.
- 3.7 Books and Reports. County's books of account reflect all items of income and expenses and all assets and liabilities of the County as they relate to the Business and Services provided by County and CCH, and are maintained in accordance with generally accepted accounting principles. County has not failed to file any material report which may be required by any federal or state law or regulation.
- 3.8 Insurance. Schedule 1 contains a list and brief description all the insurer and coverage amounts of the policies and contracts of insurance held by County as of the Effective Date. All such policies are in full force and effect, and County shall keep such policies in such amounts duly in force until the Effective Date and throughout the term of this Agreement. County will provide CCH with copies of current insurance policies in place, and will forward to CCH policies as they are

acquired, amended, or updated

- 3.9 Completeness of Schedules. The Schedules attached hereto completely and correctly present the information required by this agreement and do not contain any knowingly erroneous statement of material fact. A true and complete original or copies of all documents or materials upon which the contract and attached schedules are based will be made available upon request.
- 3.10 Disclosure. No representation or warranty by County contains any untrue statement or omissions of material fact.
- 3.11 Revenue Sources. County shall fully cooperate with CCH regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

4. REPRESENTATIONS AND WARRANTIES OF CURRY COMMUNITY

HEALTH. CCH represents and warrants to County and agrees as follows:

- 4.1 Organization. CCH is a 501(c)(3) nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon, and has full corporate power to own its properties, acquire leasehold interests, and to provide the services and conduct the business required herein.
- 4.2 Medicare. CCH has secured necessary approvals and licenses required by Medicare and the State of Oregon in order to continue to provide the services outlined in the Agreement and bill Medicare directly for mental health and addictions services provided. CCH shall fully cooperate with County regarding all documentation and responses to any inquiries from any governmental entity or contractor relating to CCH's designation as the Community Mental Health Program, CCH's provision of mental health and addictions services, and reimbursement for the provision of said services.
- 4.3 Authority Relative to this Agreement. The execution, delivery, and performance of this Agreement by CCH has been duly authorized and approved by all requisite corporate action. CCH warrants that the execution of this Agreement, and the performance of its terms, will not:
 - A. Conflict with any policies, procedures, rules, ordinances, by-laws, or Articles of Incorporation of CCH and/or the assumed business name filing of CCH, with any material instrument, mortgage or deed of trust evidencing or securing indebtedness for borrowed money, or with any judgment, order, award, or decree to which CCH is bound;
 - B. Require the approval, consent, or authorization of any court, governmental

authority, or regulatory body;

- C. Give any party with rights under any material instrument, agreement, mortgage, judgment, order, award, or decree the right to terminate, modify or otherwise change the rights or obligations of CCH under such instrument, agreement, mortgage, judgment, order, award, or decree.

- 4.4 Power and Authority. CCH has full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by CCH, when duly executed and delivered by CCH, will constitute valid and binding obligations of CCH and will be enforceable in accordance with their respective terms.
- 4.5 Revenue Sources. CCH shall fully cooperate with County regarding the pursuit and collection of funds from any and all federal, state, and/or local governmental authorities.

5. ACTION PRIOR TO EFFECTIVE DATE. The following actions have been or will be taken on or before the Effective Date:

- 5.1 Certificates of Insurance. On or before Effective Date, CCH shall obtain and maintain the following insurance, and shall provide County with copies of Certificates of Insurance naming County as additional insured for the following:
 - A. Workers' Compensation Insurance as required by Oregon law;
 - B. General Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - C. Automobile Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00);
 - D. Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of CCH, of not less than Two Million Dollars (\$2,000,000.00) per incident, with an annual aggregate of not less than Four Million Dollars (\$4,000,000.00).

6. LIABILITIES AND INDEMNIFICATION

- 6.1 Liabilities Prior to Effective Date. Each party shall each assume and pay, perform, or discharge any and all liabilities it may have to the other party relating to events, occurrence, or services occurring or provided on or before Effective

Date in accordance with the following sections of the Transfer Agreement between Curry County and Curry Community Health, dated December 24, 2012, and subsequent amendments to that agreement thereto:

- A. Sections 2.5 through 2.8, 2.11, 2.13, and 2.14 of the Transfer Agreement, dated December 24, 2012;
- B. Section 9 of the Transfer Agreement dated December 24, 2012;
- C. Section 11.10 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section; and
- D. Section 11.11 of the Transfer Agreement, dated December 24, 2012, and including any and all subsequent amendments to that section.

6.2 Indemnification by County. To the extent permitted by law and subject to the limitations of indemnification by public bodies as provided for by the Oregon Constitution, statutes, and/or rules, County shall defend, indemnify, and hold CCH harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by County under this Agreement; or
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County, its officers, agents, and employees, in connection with the performance of any services or CCH business arising from this Agreement.

6.3 Indemnification by CCH. CCH shall defend, indemnify, and hold County harmless from and against all matters in connection with the following:

- A. Any claims, liabilities, demands, damages, actions, or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by CCH under this Agreement; or
- B. Any and all claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the negligence, wrongful acts, or omissions of CCH, its officers, agents, and employees, in connection with the performance of any transferred services or business, arising from this Agreement.

6.4 Tort Claims Act. CCH shall not be deemed an agent of the County under the Oregon Tort Claims Act.

7. ACTIONS TO BE TAKEN AFTER THE CLOSING DATE

- 7.1 Best Efforts. Both parties agree to use their best efforts to obtain all necessary authorizations, approvals, consents, and other necessary documents as may be reasonably required to delegate the responsibility of the Community Mental Health Program to CCH contemplated herein.
- 7.2 Mutual Cooperation with Respect to Audits. County and CCH will provide each other with any such information or assistance as may be reasonably requested in connection with the preparation, or response to, any audit, survey or site visit by any appropriate state or federal agency or contractor.
- 7.3 Cooperation in Litigation. In the event that County or CCH shall require the participation of officers and employees employed by each other to aid in the conflict of interest between the parties, both County and CCH shall use their best efforts to make sure officers and employees available to participate in such defense or prosecution; provided that, except as required pursuant to the provisions of Section 6 the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges, and expenses arising from such participation.
- 7.4 Mutual Cooperation with Respect to Receivables. If any funds, including but not limited to Medicare or Medicaid Administrative Claiming funds, are received by a party after Effective Date but are attributed to services provided by the other party before Effective Date, the first party shall forward the funds to the proper owner as determined by the Transfer Agreement dated December 27, 2012, and subsequent amendments thereto.
- 7.5 Mutual Cooperation with Respect to Grants. County and CCH will provide each other with any such information or assistance as may be reasonably requested or necessary in connection with the preparation of any applications for grants or other funding awards. In connection with the receipt and management of any such grant awards, each party shall retain and provide the other with any records or information which may be necessary in applying for or obtaining such grant awards.
- 7.6 License, Certifications, Enrollment and Cost Report. County shall fully cooperate with CCH to renew all necessary state and federal licenses, certifications, and enrollments for the provision of mental health and addictions services and programs. County shall fully cooperate with CCH in the preparation and submission of any financial or regulatory filing that may need to be submitted to any state or federal governmental authority regarding mental health and addictions services and programs.

7.7 Community Mental Health Program. County hereby contracts with and designates CCH to continue to be the Community Mental Health Program (“CMHP”) for Curry County under ORS 430.620(1). The CCH behavioral health director will continue to be the Community Mental Health Program Director.

7.8 Funding.

- A. As the CMHP, CCH may contract directly with OHA and any other state, federal, local, or private entity, including but not limited to Coordinated Care Organizations, for funding for the provision of mental health and addictions services.
- B. Within ten (10) business days of County’s receipt of funds from the State of Oregon that are earmarked for mental health, addictions, and/or gambling treatment services, County will forward those funds to CCH.
- C. County fiscal contribution of any part of the County’s general fund towards funding mental health and/or addictions services will be reviewed as a part of the regular county budget process. Subject to availability of funds, favorable performance reviews, and to the procedures contained herein for the provision of mental health and addictions services and programs, County declares its intention to consider future funding of CCH. There is no current funding available, but County may revisit funding, from whatever source, including CCH or other health services, in future budgets.

7.9 County Advisory Committee. County, in collaboration with CCH, shall organize a mental health advisory committee. That committee shall, at a minimum, meet statutory requirements for citizen advice to the Community Mental Health Program and the Board of Commissioners. The parties recognize that the County retains the sole authority to appoint the members of the County Advisory Committee(s). However, the parties agree that the County and CCH shall work together to nominate the members of that advisory Committee.

8. TERMINATION

8.1 Termination Events. This Agreement may be terminated by written notice delivered as provided in Section 9.6:

- A. By mutual consent of County and CCH, and with not less than 90 days before the termination date; or

B. By either County or CCH, if a material default or breach is made by the other party with respect to the timely performance of any of its covenants and agreements contained herein, or with respect to due compliance with any of its representations and warranties contained herein.

- i. Before any termination hereunder, any party declaring a material default or breach shall provide to the other party written notice of the alleged default or breach.
- ii. The written notice under Section 8.1.B.i shall include a description of the alleged default or breach, a statement outlining what steps must be taken to cure the alleged default or breach, and a reasonable period, not less than 90 days, within which the default or breach must be cured or if not capable of cure in that period, in which steps are being taken which are reasonably likely to lead to a cure.

8.2 Each party's right of termination is in addition to any other rights it may have under state, federal, and/or local law, including those rights pursuant to Section 9 below.

9. GENERAL PROVISIONS

9.1 Continuation of Services. Both parties shall use their best efforts to conduct all acts pursuant to this Agreement with a minimum of disruption in mental health and addictions services to clients and the public at large.

9.2 Specific Performance. Each party acknowledges that the other party may have no adequate remedy at law if it fails to perform any of its obligations under this Agreement. In such event, the non-defaulting party shall have the right, in addition to any other rights it may have, to pursue specific performance of this Agreement.

9.3 Further Assurance. The parties agree to prepare, execute, acknowledge, and deliver all documents, writings, and records, and to take all steps and actions as may be necessary, to support mental health and addictions services and programs.

9.4 Waiver. No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement.

9.5 Severability. If any term or provision of this Agreement is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 9.6 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, to the address set forth below, or to such other person at such other place as may be furnished in writing. Any notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

To CCH:
Ken Dukek (or current CEO)
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

To County:
Curry County Legal Counsel
94235 Moore St., Suite 123
Gold Beach, OR 97444

- 9.7 Expenses. Unless Section 6 above provides otherwise under the circumstances, each party shall be responsible for and pay its own expenses and fees of its counsel, accountant, and other experts.
- 9.8 Force Majeure. Neither County nor CCH shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 9.9 Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Oregon.
- 9.10 Compliance with Law. The parties shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this Agreement, including, but not limited to:
- A. All applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
 - B. All state laws requiring reporting of client abuse;
 - C. All applicable provisions of ORS 236.605 *et seq.*, regarding transfer of public employees;
 - D. All applicable provisions of ORS 656.017 *et seq.*, regarding workers'

compensation coverage; and

E. All applicable requirements of federal and state statutes, rules, and regulations regarding confidentiality of client information, including, but not limited to, 42 CFR Part 2, and 45 CFR Part 164 (HIPAA).

- 9.11 Change of Law, Regulation or Policy. If, after the Effective Date, there is a change of law, regulation, or policy so that the State of Oregon, by and through OHA or another agency, will not continue to make payments to CCH and/or County, County and CCH shall cooperate and take such action as may be necessary so that services can continue until such changed law, regulation or policy permits payment to County or payment directly to CCH.
- 9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the any successors and permitted assigns of the parties hereto.
- 9.13 No Third Party Beneficiary. County and CCH are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 9.14 Amendment. This Agreement may be amended or modified at any time upon the written agreement of both parties, signed and executed in the same manner and form as below.
- 9.15 Title and Headings. Titles and headings of sections in this Agreement are inserted for convenience of reference only, and not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 9.16 Schedules. The Schedules attached to this Agreement shall be incorporated herein, and shall be construed as if the Schedules had been set forth verbatim herein.
- 9.17 Entire Agreement. This Agreement and the attached Schedules constitute the entire Agreement between the parties with respect to the provision of mental health and addictions services and programs by CCH. This Agreement shall supersede all previous negotiations, commitments, and writings with respect to CCH's agreement to provide mental health and addictions services and programs. There are no other understandings, agreements, or representations, written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED: December _____, 2017

DATED: December _____, 2017

CURRY COUNTY:

CURRY COMMUNITY HEALTH:

Thomas Huxley, Commissioner
Curry County

Kenneth Dukek, CEO
Curry Community Health

Sue Gold, Commissioner
Curry County

Court Boice, Commissioner
Curry County

SCHEDULES

Schedule 1 –



Administrative Offices
P.O. Box 810
Gold Beach, Oregon 97444
Phone – (541) 425-7545
Fax – (541) 425-5557
www.currych.org

To: Curry County Board of Commissioners
From: Kenneth Dukek, CCH CEO
Re: Community Mental Health Program Provider Agreement
Date: November 29, 2017

Curry Community Health (CCH) has been providing Curry County with Mental Health and Addictions Treatment services based on a Transfer Agreement dated December 24, 2012, with CCH actually beginning the services on February 1, 2013. The State of Oregon, Oregon Health Authority (OHA) has been contracting directly with CCH as the Local Community Mental Health Program Provider, for the past four years and this process will continue.

Given the change required in the Public Health Agreement, it is prudent to update the Community Mental Health Program Provider Agreement, and to recognize each agreement differently based on the requirements for Curry County and CCH.

Curry Community Health has demonstrated its capability in providing these services over the past several years and desires to continue providing Mental Health and Addictions Treatment services to the citizens of Curry County. Attached is a Community Mental Health Program Provider Agreement that has been updated to meet current regulatory statutes and rules. CCH has met all of the conditions of the Transfer Agreement, to include providing updates at the end of each biennium. Based on the feedback we have received from the Board of Commissioners and the public present at these meetings, CCH believes it has provided cost-effective Mental Health and Addictions Treatment services that have supported Curry County.

We respectfully request that the Board of Commissioners approve the Community Mental Health Program Provider Agreement so that CCH can continue to provide service to the citizens of Curry County without interruption.

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

In the Matter of an Order Approving)
A Community Mental Health Program)
Provider Agreement) ORDER NO. _____

WHEREAS, Curry County is the Local Mental Health Authority pursuant to ORS 430.630(9); and

WHEREAS, Curry County desires to meet its obligations as the Local Mental Health Authority through subcontract with a person or entity capable and qualified to provide the services required of County for its Community Mental Health Program; and

WHEREAS, Curry Community Health (CCH) was created for the purpose of transitioning the behavioral health services originally provided by County to a non-profit organization that is independent and not a department or subdivision of County; and

WHEREAS, County and CCH entered into a Transfer Agreement dated December 24, 2012, and enacted subsequent amendments thereto, that caused CCH to be designated as the Community Mental Health Program for Curry County, and to provide mental health and addictions services and programs to the public at large; and

WHEREAS, the County desires to meet its public health obligations through an agreement with CCH who is capable and qualified to provide the services and programs required of County through new restated agreement; and

WHEREAS, CCH's Certificate of Approval from the Oregon Health Authority for those services mentioned above does not expire until April 30, 2019; and

NOW, THEREFORE, the Board of Curry County Commissioners hereby approves the Community Mental Health Program Provider Agreement (attached for reference) with CCH for all the duties and obligations to be performed by County as the Local Mental Health Authority to the extent that the provision of those services can be delegated, and to the fullest extent possible.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 Rev. 11-21-2017

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

PROPOSED AGENDA ITEM TITLE: Board of Commissioner Order authorizing submittal of a Conditional Use Permit application for a pickleball court on County owned property near Boice Cope Park and waiving the Conditional Use Permit application fee.

TIMELY FILED Yes ☐ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: **DEPARTMENT:** Community Development **TIME NEEDED:** 20 minutes

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

MEMO ATTACHED Yes ☒ No ☐ If no memo, explain:

CONTACT PERSON: Carolyn Johnson, Community Development Director **PHONE/EXT:** 3228 **TODAY'S DATE:** 11.30.2017

BRIEF BACKGROUND OR NOTE: (If no memo attached) see attached

FILES ATTACHED:

- (1) memo
- (2)
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☒ Email a Digital Copy to: Johnsonc@co.curry.or.us and trostj@co.curry.or.us

City/State/Zip:

☐ Other

Phone:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☐
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☐ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW

☐ APPROVED FOR _____ BOC MEETING ☐ Not Approved for BOC Agenda because

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

ASSIGNED TO:

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☐ **No** ☐Commissioner Court Boice **Yes** ☐ **No** ☐



Board of Commissioners Staff Report

Meeting Date: December 6, 2017

Prepared by: Carolyn Johnson, Community Development Director
Jay Trost, Parks Director

Agenda Item: Board of Commissioner Order authorizing submittal of a Conditional Use Permit application for a pickleball court on County owned property near Boice Cope Park and waiving the Conditional Use Permit application fee.

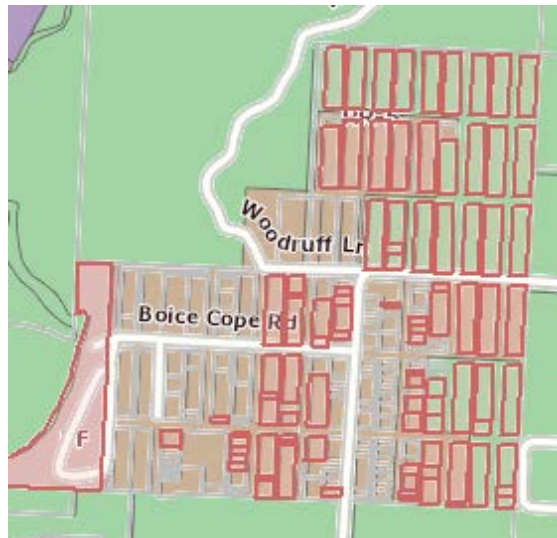
Staff Recommendation:

- 1) Consider order authorizing submittal of a USAPA Pickleball Conditional Use permit application on County owned property near Boice Cope Park
- 2) Determine whether the County will absorb the cost of the Conditional Use Permit application. The application deposit is \$1,860, and it is anticipated that approximately \$2,500 will be needed to cover the cost of staff and/or consultant time to process the application.
- 3) If the Board moves to authorize the attached order, indicate in the Order whether the Conditional Use Permit fee application will be waived.

Background: On November 7, 2017, the Planning Commission adopted resolution AD-1708 authorizing Conditional Use Permit applications for recreational and/or park facilities and/or uses on County owned properties that are not zoned Public Facilities (PF). Because the PF zone language references parks and recreational facilities, the Planning Commission determined that the Conditional Use Permit (CUP) process would be the best way to consider new recreational uses in non-Public Facilities zones. In the interest of public knowledge of a potential parks and/or recreational use and/or facility in a zone where the use or facility is not expected; the Conditional Use Permit process would require notification of surrounding property owners of pending County interest to establish recreational uses.

Request: John Little, representing interested pickleball players, seeks Board authorization to apply for a Conditional Use Permit to develop a pickleball court facility on one of the subject properties owned by the County noted on Figure 1. Collaboration with the Parks Department would be required to design, locate and fund the facility.

Figure 1



Red outline – owned by Curry County

As noted below, Mr. Little also requests the Board waive the Conditional Use Permit application fee. The current fee is based on staff or consultant time and material with a \$1,449 deposit. It's estimated that the processing for a Conditional Use Permit application would likely be around \$2,500, if there is no appeal of the application to the Planning Commission or the Board of Commissioners.

November 7, 2017

To The Planning Commission Board,

We are asking the Board to cover the application costs for our Conditional Use Permit. The land and courts would be public land and used for the good of Curry County.

If and when any fees would be collected for use of the courts, they would be used only for infrastructure costs such as court and grounds maintenance, equipment care and purchase, any incidentals and the cost of a liability insurance policy if needed.

Sincerely Submitted,

John Little

Representative of the Floras Lake Pickleball Club

Handwritten signature of John Little in blue ink.

Should the Board authorize submittal of the Conditional Use Permit application the Parks Department would embrace this opportunity to partner with community members to enhance our overall recreational opportunities. The following are a few identified areas that would need to be addressed.

- Ownership: Curry County would retain ownership of the property and the asset, in this case a sports court.
- Funding: Curry County Parks will develop a “Friends of Boice Cope Park” foundation for community members donations to benefit the County parks system and facilities.
- Access: The use of these courts would be open to the public during regular parks hours.
- Maintenance: A user agreement would be developed with the Pickle Ball association regarding maintenance and regular upkeep.
- Logistics/Location: For supervision, security and ease of access, the pickleball court would be constructed in the vicinity of Boice Cope Park along either Boice Cope Road or Floras Lake Road (see figure 1). Staff is evaluating the best location for the Courts at this time that would accommodate the pickleball court and be compatible with future park expansion.

Attachments:

1 – Board Order authorizing submittal of the CUP and waiving the application fee.

ATTACHMENT 1
BOARD ORDER

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

**IN THE MATTER OF
BOARD OF COMMISSIONERS
AUTHORIZING SUBMITTAL OF
A CONDITIONAL USE PERMIT
APPLICATION AND WAIVING
THE CONDITIONAL USE PERMIT
APPLICATION FEE FOR A PICKLEBALL
COURT ON COUNTY OWNED PROPERTY
NEAR BOICE COPE PARK.**

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ORDER NO:_____

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon has been requested to authorize submittal of a Conditional Use Permit application to develop a pickleball court on County property and waive the Conditional Use Permit application fee;

NOW, THEREFORE, Authorization to submit a Conditional Use Permit is hereby granted. The Conditional Use Permit applications fees are/are not waived.

Dated this 6th day of December, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

Attachment 2

Request letter

On Aug 23, 2017, at 10:53 AM, john <rosita327@aol.com> wrote:

To: Carolyn Johnson and Curry County

Subject: Floras Lake Pickleball Courts

Pickleball is considered to be the fastest growing sport in the U.S. and is also spreading worldwide. I am representing a group of pickleball players from the Northern end of Curry County that are looking for a solution to the problem of no public courts to play on. We have a committee of 3, myself(John Little), Debbie De Lateur and Vince Torres. We represent a larger group from Floras Lake and the surrounding area.

We are asking Curry County for permission to build courts on a county parcel. We have identified 4 parcels that we would like you to consider for the courts. We have checked with the surrounding neighbors and they have given us and unanimous thumbs up about the courts location. We realize that Curry County may not have any monies available for recreational development and we are prepared to be responsible for building the courts. We would appreciate any support the county may provide. Our funding would come from volunteers, donations and possible grants. Our pickle ball community will create a registered non-profit club and carry a liability insurance policy of \$1,000,000 to protect the county. We have been in contact with Bain Insurance at 541-347-3211 for the policy.

We have identified 4 possible parcels that we would like the county to consider. We have listed in order of our first choice to last choice. See the map with lots the outlined. They are listed with the maptaxlot #.

1. 3115-08DB-02600-00
2. 3115-08DB-01400-00
3. 3115-08DA-00200-00
4. 3115-08DB-02500-00

We have included with the submitted materials a hypothetical site plan that shows access through a platted roadway or alleyway and the approximate location of the 2 proposed courts with space available if needed for any future additional courts. Parking needs would be minimal as most of the players would bicycle or walk to the courts. For any automobile parking, there is ample well maintained graveled shoulders on each side of Boice Cope Rd. They are a minimum 14' wide on each side of the roadway.

We have included a court layout along with some notes that include the aprons around each court. The courts would use a portable net system that allows for easy storage and frees the court space up for other activities if desired.

We are asking Curry County to look at this positive use of county land that has been sitting idle for many years. The courts would be a wonderful recreational use of a county parcel. They would enhance our community both socially and financially as there are many travelers that travel with their pickleball paddles and are looking for places to play. People would come here to play and stay and spend some of their monies at our local restaurants and stores.

Thank you for your consideration.

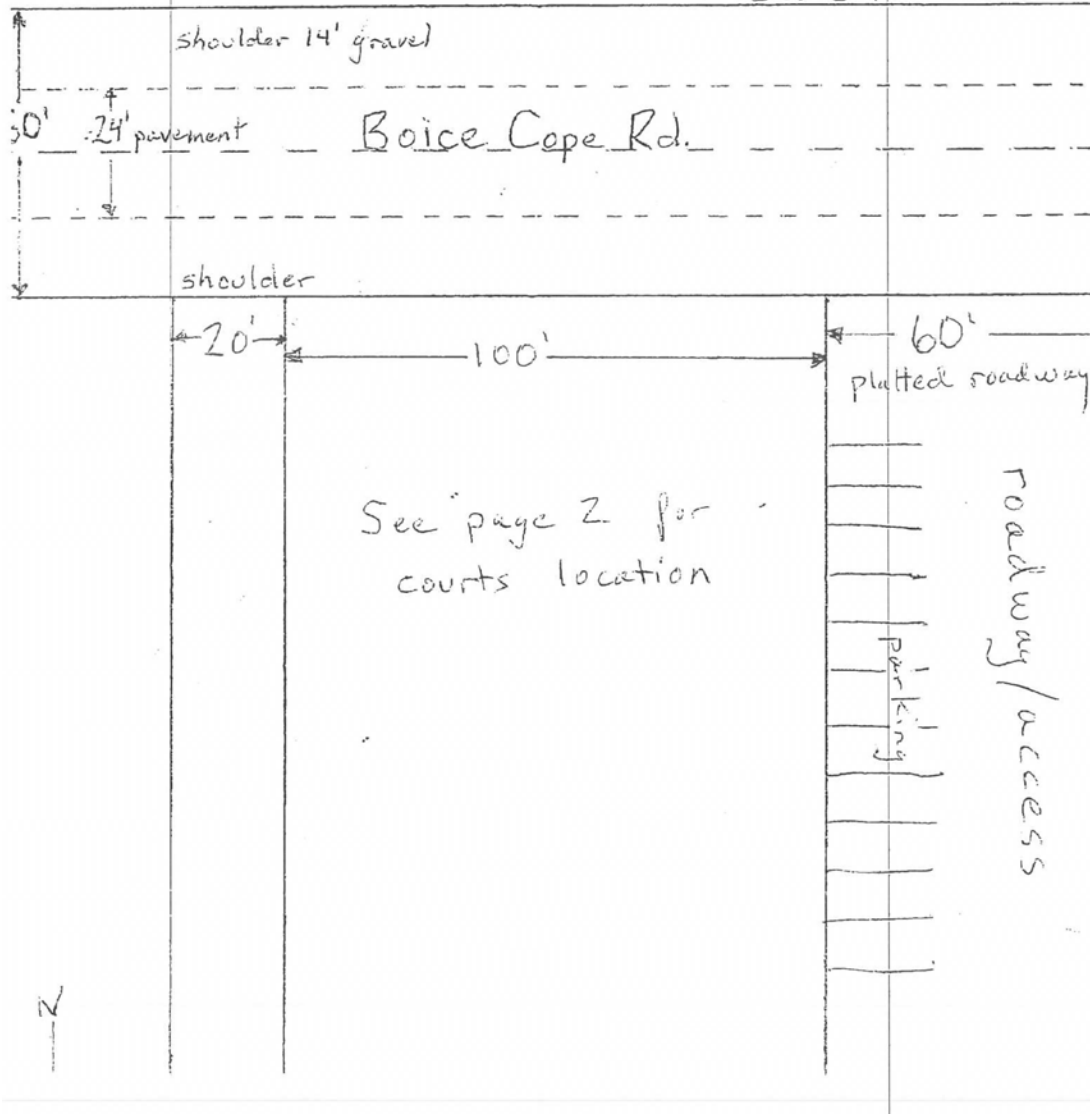
John Little, Debbie De Lateur and Vince Torres, and the rest of the pickleball community

page 1

Floras Lake Pickleball Courts Site Plan

This site plan is an approximation depending on the lay of the land and any final adjustments. It is based on using county lots 100 and 200.

Scale 1" = 25'



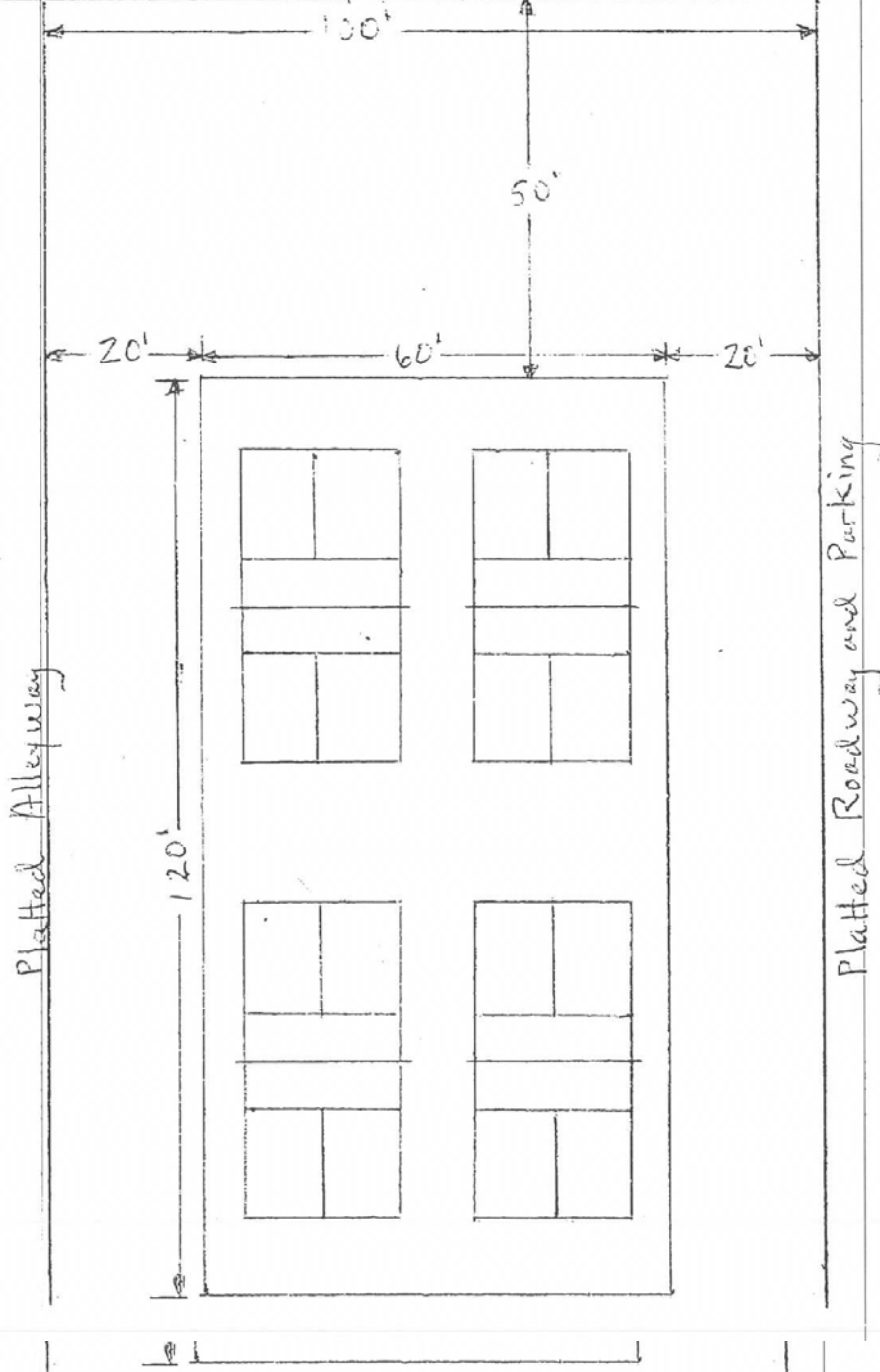
page 2

Floras Lake Pickleball Courts Site Plan

This site plan is an approximation depending on the lay of the land and any final adjustments. It is based on using county lots 100 and 200.

Boice Cope Rd.

Scale 1" = 20'



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

FORM 10-001.1 Rev. 11-7-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Citizens Revenue Task Force Plan**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: Dec. 6, 2017 **DEPARTMENT:** Admin **TIME NEEDED:** 20 Mins.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain**CONTACT PERSON:** John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** Nov. 19, 17**BRIEF BACKGROUND OR NOTE^b:** (If no memo attached)^bIndicate if more than one copy to be signed**FILES ATTACHED:**

- (1) Memo
- (2) Draft Press Release
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☒ No ☐
(If Yes, brief detail) Staff Time Commitment from Admin. & Finance

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:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 12/06 BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO:** STAFF DIRECTION**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes ☐ No ☐
Commissioner Sue Gold Yes ☐ No ☐
Commissioner Court Boice Yes ☐ No ☐

CURRY COUNTY ADMINISTRATION

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT, INTERIM COUNTY ADMINISTRATOR

SUBJECT: CITIZENS REVENUE TASK FORCE (CRTF)

DATE: (FOR) DEC. 6, 2017

BACKGROUND: At the Nov. 15th BOC meeting the Board directed staff to prepare a plan & timeline for the possible creation of a citizens advisory committee who could review all reasonable options for enhancing county revenue (FY 18/19 and beyond), especially for the purpose or goal of providing more funding for public safety.

RELEVANT FACTS: The current financial status and overall revenue of county revenue options have previously been presented to the BOC and public.

OPTIONS: 1. Take no further actions. 2. Approve the overall plan and timeline for a CRTF, as per below, (with or without revision) 3. The BOC take action directly, apart from any formal public input, to enhance revenues, or propose a revenue (tax) ballot measure.

RECOMMENDATION: The recommended CRTF Plan and timeline are as follows:

1. Purpose of CRTF – Review all options used by other Oregon counties and cities to enhance their revenues, which would generate at least \$500K per year of general fund, or public safety revenue. The review would consider, among other matters, the likely revenue generated, the fiscal impact on Curry County citizens and businesses, and if a ballot measure, its likelihood of passage, and a recommended election date. Of course, the CRTF will be free to make no recommendations, or to recommend action(s) in the future.
2. Citizen Recruitment – The attached press release will be given to the media and posted on the county website. Appointments to the CRTF would be planned for Jan 03, 18. As indicated in the draft press release, a broad cross section of citizens is desired including small business, food and beverage business owners and employees, retirees, other full-time and part-time employees
3. Staff Support – It is my recommendation that the BOC, or other elected officials not participate in, or even attend, any CRTF meetings. I would anticipate the need for four or five roughly 90 – 120 minute meetings that would be scheduled at the convenience of the CRTF members. Staff support would be provided by

me and the County Finance Manager. Minutes would be taken and approved by the CRTF members.

4. Meeting Schedule – Meetings would be held during January and February, with a report to the BOC by late February, or March. The CRTF would be informed that their meeting schedule is flexible, both as to when and how many, and that their report to the BOC need not be completed by March of 2018.

Contact: John Jezuit
CURRY COUNTY, OR
Phone 541-246-3296
Fax 541-247-2718
jezuitj@co.curry.or.us

94235 Moore Street
Gold Beach, OR 97444

CURRY COUNTY, OR

Press Release

Curry County Seeks Volunteers to Study County Revenue Options

County Faces Funding Shortage for Public Safety.

Gold Beach, OR November 20, 2017: The Curry County Board of Commissioners is seeking citizens willing to serve on a special Citizens Revenue Task Force (CRTF). The purpose of the citizens' task force is to explore options for addressing declining county revenues in the face of increasing costs, especially for public safety.

The Board of Commissioners (BOC) is seeking broad community representation, including small business owners, (especially those that are food service and/or tourism related), retirees, full-time and part-time employees and any others willing to study the many revenue options open to the county. The task force members will be appointed by the BOC at their regular meeting on Jan 3, 2018. It is anticipated that four or five meetings will be sufficient for the task force to review viable options and make one or more recommendations to the Board of Commissioners.

Meetings will be held at the convenience of the task force members. The BOC looks forward to receiving the recommendation(s) of the Citizens Revenue Task Force in either late February or March of 2018, assuming the task force will have concluded their work.

Those citizens and residents of Curry County who would like to serve on the Citizens Revenue Task Force should apply on the county's website at: _____ or call 541-246-3296 to receive a paper application.

For Release [Time, AM/PM Time Zone, Date]

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

FORM 10-001.1 Rev. 11-21-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** Reconsideration of County Administrator Applicants – Executive Session**TIMELY FILED** Yes ☐ No ☒

If No, justification to include with next BOC Meeting

AGENDA DATE^a: Dec. 6, 2017 **DEPARTMENT:** Admin. **TIME NEEDED:** 10 Minutes
(*Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐ If no memo, explain:**CONTACT PERSON:** John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 11/30/17**BRIEF BACKGROUND OR NOTE: (If no memo attached)****FILES ATTACHED:**

- (1) Memo
- (2)
- (3)

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. Does Agenda Item impact County personnel resources? Yes ☒ No ☐
(If Yes, brief detail) Already provided for

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:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐ N/A ☒
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 a Personnel Action Form (PAF)? Pending ☐ N/A ☒ No ☐ HR ☐

PART IV – COUNTY ADMINISTRATOR REVIEW☒ **APPROVED FOR** 12/06/17 **BOC MEETING** ☐ **Not Approved for BOC Agenda because****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**ASSIGNED TO: OTHER****PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL****COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

| | |
|----------------------------|--|
| Commissioner Thomas Huxley | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Sue Gold | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Commissioner Court Boice | Yes <input type="checkbox"/> No <input type="checkbox"/> |

INTEROFFICE MEMORANDUM

TO: COUNTY COMMISSIONERS

FROM: JOHN HITT, INTERIM COUNTY ADMINISTRATOR

SUBJECT: EXECUTIVE SESSION TO CONSIDER COUNTY ADMINISTRATOR CANDIDATES

DATE: (FOR) DECEMBER 6, 2017

BACKGROUND: The County recently adopted Ordinance 17-01 which created the position of County Administrator. The BOC on Nov. 15th meet in Executive Session to discuss the nine candidates who applied for the County Administrator position. The Prothman Company representative, Matt Winkel did not recommend any of the 9 candidates for further consideration.

RELEVANT FACTS:

- a. Prothman has continued their recruitment, but as of the date of this memo has no additional applications.
- b. At the Nov. 15th Executive Session all of the commissioners expressed a desire to further examine the applications before considering any further action.

OPTIONS:

1. Request in-person interviews with one or more candidates.
2. Continue the existing recruitment without interviewing any of the current candidates
3. Consider revising either the mandatory requirements for the position and/or increasing the compensation package
4. Cease using Prothman as the County's executive search firm and consider using another recruiting firm or agency (eg. LGPI) or conduct our own search.

RECOMMENDATION: No recommendations at this time. The BOC future action will, of course, depend on Board's evaluation of the candidates as well as their view of the effectiveness of the Prothman recruitment efforts.