



**CURRY COUNTY
BOARD OF COMMISSIONERS**

94235 Moore Street
Gold Beach, Oregon

(541) 247-3296

BOC_Office@co.curry.or.us

www.co.curry.or.us

**AGENDA
BUSINESS MEETING**

August 16, 2023

9:00 a.m.

Items may be taken out of sequence to accommodate staff availability and the public.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AMENDMENT AND APPROVAL OF THE AGENDA

3. PUBLIC COMMENTS

To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting, or email public comments during the meeting to BOC_Office@co.curry.or.us. Public comments are limited to three (3) minutes per speaker.

4. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on August 2, 2023
- B. Approve Minutes for BOC-DCO Meeting on August 3, 2023
- C. Approve Per Diem Rate for Employee Travel
- D. Adopt Position Description – Facilities Technician
- E. Adopt Position Description – I.T. Director
- F. Promote Employee – Jeremy Barto
- G. Hire Legal Assistant – Lisa Humiston
- H. Adopt Ordinance – ODOT Application CP/GE-2301
- I. Approve Updated Local Public Safety Coordinating Council Bylaws
- J. Approve 2023-2025 Community Corrections Plan
- K. Approve Suicide Awareness Proclamation
- L. Approve CCPTSD and ODOT Agreement 35417
- M. Approve CCPTSD and ODOT Agreement 35573

5. DISCUSSION/ACTION ITEMS

- A. Request for Proposal – Digital Assets
 - i. RFP
 - ii. Destination Management Plan
- B. Travel Oregon 2023-2025 Competitive Grant Application
 - i. Guidelines
 - ii. Wheel the World Information Deck

- C. Moss Adams – Audit Presentation
- D. Create New Positions
 - i. Code Enforcement Officer Job Description
 - ii. Community Resource Officer Job Description
- 6. PUBLIC HEARING**
 - A. Third Reading – Ordinance, Retail Sale of Animals
 - i. Proposed Ordinance
 - ii. Proposed County Code
- 7. ELECTED OFFICIAL UPDATES**
- 8. COMMISSIONER UPDATES**
 - A. Commissioner Alcorn
 - B. Commissioner Herzog
 - C. Commissioner Trost
- 9. EXECUTIVE SESSION**
 - A. 192.660(2)()
- 10. OTHER**

ORS 192.640(1) provides that “... notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”
- 11. ADJOURN**

*Meetings are broadcast on Time Warner Channel 182 and YouTube – Curry County Civic TV.
To make a public comment, please submit a Speaker’s Slip to the Chair prior to the start of the meeting,
or email public comments during the meeting to BOC_Office@co.curry.or.us.
Auxiliary aids will be provided upon request with 48-hour advance notification.*



CURRY COUNTY BOARD OF COMMISSIONERS

Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

BUSINESS MEETING MINUTES

August 2, 2023

Please note: For detailed information on any agenda item refer to Audio/Video.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 9:00 a.m.; present were Chair John Herzog, Vice Chair Brad Alcorn, and Commissioner Jay Trost

Staff present: Director of County Operations and County Counsel Ted Fitzgerald and Administrative Assistant Natasha Tippetts

The Pledge was recited by all.

2. AMENDMENT AND APPROVAL OF THE AGENDA

Trost motioned to approve the agenda. Alcorn seconded. Motion carried unanimously.

3. PUBLIC COMMENTS

Leif Almendinger – Expressed opinion on Agenda Item 5-B

Gordon Clay – Provided information on Suicide Awareness

Mary Wood – Expressed opinion on Agenda Item 5-B

4. CONSENT AGENDA

A. Approve Minutes for Business Meeting on July 19, 2023

B. Approve Minutes for BOC-DCO Meeting on July 13, 2023

C. Approve Minutes for BOC-DCO Meeting on July 20, 2023

D. Approve Minutes for BOC-DCO Meeting on July 27, 2023

Alcorn motioned to approve the consent calendar. Trost seconded. Motion carried unanimously.

5. DISCUSSION/ACTION ITEMS

A. Approve contract with Salvadors Rock Work

Trost motioned to approve the contract with Salvadors Rock Work. Alcorn seconded. Motion carried unanimously.

B. Ordinance, Retail Sale of Animals – Second Reading

Commissioners and County Counsel discussed the following changes in Section 4.03.020 Definitions:

“Breeder” – To read “Breeder/Non-Commercial Breeder”

“Broker” – To read “Broker/Commercial Broker”

Add ““Commercial Breeder” means a person or organization that provides dogs, cats, or rabbits for sale to commercial retail establishments through a broker or a person/entity accomplishing the actions of a commercial broker.”

Trost motioned to approve Ordinance with stated amendments. Alcorn seconded. Motion carried unanimously.

C. Accept proposal from Nelson Research

Alcorn motioned to accept proposal from Nelson Research. Trost seconded. Motion carried unanimously.

Chair Herzog called the meeting to break at 9:54 a.m.

Regular session resumed at 10:05 a.m.

6. PUBLIC HEARING

A. ODOT Application CP/GE-2301

Becky Crocket, Planning Director provided staff report

7. ELECTED OFFICIAL UPDATES

None

8. COMMISSIONER UPDATES

A. Commissioner Alcorn:

Provided update on flat fire.

B. Commissioner Herzog:

Commented on Commissioner Alcorn’s statement.

C. Commissioner Trost:

None.

9. OTHER *(ORS 192.640(1) “... notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)*

10. ADJOURN

Chair Herzog adjourned the meeting at 10:35 a.m.

Dated this 16th day of August, 2023

John Herzog, Chair

Brad Alcorn, Vice Chair

Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



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**MINUTES
BOC – DCO MEETING
August 3, 2023
11:00 a.m.**

The meeting was called to order at 11:06 a.m.

Commissioner Trost gave an update regarding today's Department Head Meeting.

Commissioner Herzog gave an update regarding the County's audio/visual recording service provider and plans for the future.

Social Security Bar Lease and upcoming Workshop.

Lane Council of Governments – Agreement for IT helpdesk services. Motion by Commissioner Alcorn to approve the Agreement, seconded by Commissioner Herzog.

Bank reconciliation and future monthly reports until reconciliations are up to date.

Director Fitzgerald gave an update on the Airport Road timber harvest, as well as County property with potential for forestry use.

IT Backup Device and Support – Motion by Commissioner Herzog to approve the purchase of immutable backup device, seconded by Commissioner Trost.

Cancellation of Local State of Emergency regarding the cyber-attack. Motion by Commissioner Alcorn to rescind the Resolution declaring a Local State of Emergency, seconded by Commissioner Herzog.

The meeting was adjourned at 12:06 p.m.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Per diem rate for employee travel	
Time Needed:			
10 minutes			
Financial Impact:		Description and Background:	
unknown		The last time the per diem rate for meals was adjusted was June 2014. Cost of meals has increased along with everything else. The standard per diem rate in Oregon is \$59 per day broken down to \$13 for breakfast, \$15 for lunch, \$26 for dinner and \$5 for for incidentals. I am proposing \$13 for breakfast, \$17 for lunch and \$29 for dinner raising our per diem rate to \$59.	
Category:			
<input checked="" type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Authorize Personnel Rules update to per diem rate of \$59.			
Attachments:		Instructions Once Approved:	
1. GSA Chart			
2.			
3.			
4.			
5.			
6.			
Contact Person – Name and Department:			Date Submitted:
Julie Swift – Payroll & HR			August 10, 2023

Primary Destination	County	M&IE Total
Beaverton	Washington	\$64
Bend	Deschutes	\$64
Clackamas	Clackamas	\$64
Eugene / Florence	Lane	\$64
Lincoln City	Lincoln	\$69
Portland	Multnomah	\$74
Seaside	Clatsop	\$69
Standard Rate	Applies for all locations without specified rates	\$59



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Adopt a Position Description for a New Position -	
Time Needed:		Facilities Technician	
2 minutes			
Financial Impact:		Description and Background:	
n/a		This position has increased responsibilities and duties	
Category:		above the Facilities Maintenance Worker.	
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the position description for Facilities Technician			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		August 10, 2023	

**In the Matter of an Order Adopting a)
Position Description for a New Position)
(Facilities Technician))**

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Facilities Technician – Facilities & Maintenance

EXEMPT:	No	
SALARY LEVEL:	D	
SUPERVISOR:	Facilities Director	
PREPARED BY:	Director of County Operations	July 2023

POSITION SUMMARY:

The Facilities Technician position performs highly skilled maintenance services, repairs, remodels, and replacements on the Curry County Courthouse, Sheriff's Office, Jail, and County Offices located on Moore Street, the Juvenile Building located on Colvin Street in Gold Beach, and the Brookings Annex Office on Railroad Street in Brookings. Occasionally work is performed on County equipment and landscaping. All tools, transportation and materials will be provided by the Maintenance Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

May act as the primary contact for all County personnel for building issues including climate control, odors, smoke, spills, damage, emergencies, and repairs.

Assist with maintaining building security equipment and immediately respond to building emergencies on a 24-hour basis. Coordinate and assist with departmental and employee moves.

Monitor and replace light bulbs in all assigned facilities, as needed.

Make minor plumbing repairs, as necessary.

Perform basic electrical work; determine when an electrician is required.

Hang pictures and shelving, as needed.

Dismantle and install furniture.

Transport goods or equipment as assigned.

Perform other maintenance duties as assigned by the Facilities Director.

Perform occasional needed cleaning duties necessary to maintain clean facilities.

Monitor contractor performance and work closely with outside vendors and contractors to ensure work is completed according to specifications.

SUPERVISION RECEIVED:

This position works under the supervision of the Facilities Director, who reviews work for accuracy and conformance to established procedures.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not normally a responsibility of an employee in this class. May serve as lead person in the absence of the Facilities Director. Trains new Maintenance Worker positions.

QUALIFICATION REQUIREMENTS:

Efficiently plan, organize and direct work schedules to meet deadlines on a daily, weekly, monthly and annual basis. Maintain good working relations with other departments, employees, officials, community leaders, vendors, auditors, etc. Willingness to implement and be involved in new processes; able to adjust to changes in procedures; be involved in problem solving. Must be able to pass criminal background check.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent. At least two years of experience commercial, government, industrial building, or physical plant maintenance with vocational and/or on-the-job training in a variety of maintenance fields; or any satisfactory equivalent of experience and training.

PHYSICAL DEMANDS:

The physical demands of this position are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical capability to handle high mobility demands and complex personal interactions. Work from heights on ladders and lifts as well as work in uncomfortable positions, standing and/or walking the majority of working hours.

Tasks involve the ability to exert moderate to strenuous physical effort in light to heavy work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate to heavy weight (up to 100 pounds).

WORK ENVIRONMENT:

Duties are performed in a variety of temperature conditions, including wind, rain and other adverse weather conditions. Encounters occasional hazardous situations and conditions. Physically demanding work environments. Work in high risk situations regarding security,

including jail and detention facilities. Tasks may be performed with exposure to adverse environmental conditions, such as dirt, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, animals/wildlife, toxic/poisonous agents, violence, disease, or pathogenic substances.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Adopt a Position Description for a Existing Position -	
Time Needed:		I.T. Director	
2 minutes			
Financial Impact:		Description and Background:	
n/a		This order would adopt an updated description for the	
Category:		position of I.T. Director. The updated salary schedule to	
<input type="checkbox"/> Action/Discussion		add the new range of "IT-A" is also included with this	
<input checked="" type="checkbox"/> Consent		agenda item.	
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the position description for I.T. Director			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3. Salary Schedule			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		August 10, 2023	

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

In the Matter of an Order Adopting a)
Position Description for an Existing) ORDER NO. _____
Position (I.T. Director))

WHEREAS, it is the recommendation of Michael E. Fitzgerald, Director of County Operations, that the attached position description be adopted for the following position:

I.T. Director
Position Title

IT-A
Range

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated hire be in effect as of August 16, 2023.

DATED this 16th day of August, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

CURRY COUNTY

JOB DESCRIPTION

JOB TITLE: Director of Information Technology

EXEMPT: Yes

SALARY LEVEL: IT - A

SUPERVISOR: Director of County Operations

PREPARED BY: Director of County Operations

August 2023

POSITION SUMMARY:

This position is the Department Head for Information Technology ("IT") and is responsible for the performance and administration of County IT Services as well as planning, organizing and directing and overseeing the activities of the Department.

The qualified candidate will promote excellence, dependable performance, responsible employee services, pride, initiative, commitment, cooperation, safety and a team approach.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

May include, but are not limited to the following:

Plan, direct, manage, and supervise the activities and operations of the IT Department, including systems development and maintenance, office automation, wide area network, voice and data communications, and technical support. Manages the development and implementation of short and long-term IT service plans for the County. Coordinates appropriately with other departments, outside agencies, and vendors.

Performs analyses and makes recommendations regarding cost and benefit estimates, conceptual design, schedules of implementation, network, hardware and software requirements, internal procedures and standards for County IT infrastructure. Manages, directs, and organizes the development, acquisition, implementation and operation of new and revised computer systems, software, and network security infrastructure.

Negotiates with regional, state, and federal agencies, as well as data, hardware, software and computing service vendors for use by Curry County IT. Provides cost-effective, high-quality IT strategies and solutions that contribute to the success of the organization.

Recommends the appointment of personnel; provides and coordinates staff training; works with employees to enhance technical knowledge and skills.

Develops, implements, and administers the IT Department budget; forecasts the need for additional funds for staffing, equipment, materials, and supplies.

Develop and manage departmental disaster recovery planning in coordination with County Emergency Management.

SUPERVISORY RESPONSIBILITIES:

This position is the Department Head for the County Information Technology Department, and supervises subordinate employees accordingly.

QUALIFICATION REQUIREMENTS:

Knowledge of –

IT systems technology and application.

Principles and practices of supervision, training, personnel management and planning.

Principles and practices of local government budget preparation and administration.

Design, implementation and effectiveness review of all security details for all network-connected systems.

State and Federal standards and regulations for network security.

Computer hardware and software characteristics, performance, evaluation, and vendors.

Complete understanding of all network routing protocols and related technologies.

Ability to –

Ensure that County IT infrastructure closely follows current industry standards and practices.

Work under the direction of the Board of Commissioners.

Establish and maintain effective working relationships with employees, subcontractors, and vendors.

Communicate clearly and concisely, both orally and in writing.

Analyze problems, identify root causes, alternative solutions and their consequences; develop action plans and implementation strategies.

Organize, administer, and perform IT infrastructure support activities.

Supervise, train and evaluate personnel.

Skill in –

Managing an IT program.

Preparing system designs to satisfy County requirements.

Troubleshooting and problem solving.

EDUCATION AND EXPERIENCE:

Bachelor's degree or equivalent from an accredited college or university with a focus in management of IT systems or a related field.

A minimum of 10 years of experience in the management of an IT organization.

Experience with local government budgeting is desirable.

Any satisfactory equivalent combination of experience and training that demonstrates the required knowledge and abilities may be substituted for specific requirements.

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

COLA
Step Difference 3%
Longevity 1 3.25%
Longevity 2 3.50%

CURRY COUNTY
SALARY RANGES AND STEPS

FISCAL YEAR 2023-2024

	1	2	3	4	5	6	Longevity 7-10	Longevity 11+
A	2950	3039	3130	3224	3320	3420	3531	3655
	17.0192	17.5298	18.0557	18.5974	19.1553	19.7300	20.3712	21.0842
B	3169	3264	3362	3463	3567	3674	3793	3926
	18.2827	18.8312	19.3961	19.9780	20.5773	21.1947	21.8835	22.6494
C	3497	3602	3710	3821	3936	4054	4186	4332
	20.1750	20.7803	21.4037	22.0458	22.7071	23.3884	24.1485	24.9937
D	3715	3826	3941	4059	4181	4307	4447	4602
	21.4327	22.0757	22.7379	23.4201	24.1227	24.8464	25.6539	26.5518
E	3934	4052	4174	4299	4428	4561	4709	4874
	22.6962	23.3770	24.0783	24.8007	25.5447	26.3111	27.1662	28.1170
F	4043	4164	4289	4418	4550	4687	4839	5009
	23.3250	24.0248	24.7455	25.4879	26.2525	27.0401	27.9189	28.8960
G	4087	4210	4336	4466	4600	4738	4892	5063
	23.5788	24.2862	25.0148	25.7652	26.5382	27.3343	28.2227	29.2105
H	4208	4334	4464	4598	4736	4878	5037	5213
	24.2769	25.0052	25.7554	26.5280	27.3239	28.1436	29.0583	30.0753
I	4262	4390	4522	4657	4797	4941	5101	5280
	24.5885	25.3261	26.0859	26.8685	27.6745	28.5048	29.4312	30.4613
J	4371	4502	4637	4776	4920	5067	5232	5415
	25.2173	25.9738	26.7530	27.5556	28.3823	29.2338	30.1839	31.2403
K	4481	4615	4754	4897	5043	5195	5364	5551
	25.8519	26.6275	27.4263	28.2491	29.0966	29.9695	30.9435	32.0265
L	4535	4671	4811	4956	5104	5257	5428	5618
	26.1635	26.9484	27.7568	28.5895	29.4472	30.3306	31.3164	32.4124
M	4590	4728	4870	5016	5166	5321	5494	5686
	26.4808	27.2752	28.0934	28.9363	29.8043	30.6985	31.6962	32.8055
N	4808	4952	5101	5254	5411	5574	5755	5956
	27.7385	28.5706	29.4277	30.3106	31.2199	32.1565	33.2016	34.3636
O	5026	5177	5332	5492	5657	5827	6016	6226
	28.9962	29.8660	30.7620	31.6849	32.6354	33.6145	34.7070	35.9217
P	5245	5402	5564	5731	5903	6080	6278	6498
	30.2596	31.1674	32.1024	33.0655	34.0575	35.0792	36.2193	37.4869
Q	5464	5628	5797	5971	6150	6334	6540	6769
	31.5231	32.4688	33.4428	34.4461	35.4795	36.5439	37.7316	39.0522
R	5683	5853	6029	6210	6396	6588	6802	7040
	32.7865	33.7701	34.7832	35.8267	36.9015	38.0086	39.2439	40.6174
S	5901	6078	6260	6448	6642	6841	7063	7310
	34.0442	35.0656	36.1175	37.2011	38.3171	39.4666	40.7493	42.1755

T	6119	6303	6492	6686	6887	7094	7324	7580
	35.3019	36.3610	37.4518	38.5754	39.7326	40.9246	42.2547	43.7336
U	6338	6528	6724	6926	7133	7347	7586	7852
	36.5654	37.6623	38.7922	39.9560	41.1547	42.3893	43.7670	45.2988
V	6556	6753	6955	7164	7379	7600	7847	8122
	37.8231	38.9578	40.1265	41.3303	42.5702	43.8473	45.2724	46.8569
W	6665	6865	7071	7283	7502	7727	7978	8257
	38.4519	39.6055	40.7936	42.0175	43.2780	44.5763	46.0250	47.6359
X	6775	6978	7188	7403	7625	7854	8109	8393
	39.0865	40.2591	41.4669	42.7109	43.9922	45.3120	46.7847	48.4221
Y	6994	7204	7420	7643	7872	8108	8371	8664
	40.3500	41.5605	42.8073	44.0915	45.4143	46.7767	48.2970	49.9873
Z	7212	7428	7651	7881	8117	8361	8632	8935
	41.6077	42.8559	44.1416	45.4658	46.8298	48.2347	49.8023	51.5454
AA	7430	7653	7882	8119	8363	8613	8893	9205
	42.8654	44.1513	45.4759	46.8402	48.2454	49.6927	51.3077	53.1035
BB	7649	7878	8115	8358	8609	8867	9155	9476
	44.1288	45.4527	46.8163	48.2208	49.6674	51.1574	52.8200	54.6687
CC	8840	9105	9378	9660	9949	10248	10581	10951
	51.0000	52.5300	54.1059	55.7291	57.4009	59.1230	61.0445	63.1810
IT-A	12133	12497	12872	13258	13656	14066	14523	15031
	70.0000	72.1000	74.2630	76.4909	78.7856	81.1492	83.7865	86.7190



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Promotion of an Employee – J. Barto	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		Jeremy Barto has the skills and abilities that qualify him to be	
Category:		promoted to Facilities Technician.	
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the promotion of Jeremy Barto to the position of Facilities Technician			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		August 10, 2023	

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

**In the Matter of the Promotion of an
Employee**

)
)

ORDER NO. _____

WHEREAS, it is the recommendation of Michael E. Fitzgerald, Director of County Operations, that Jeremy Barto, currently a Facilities Maintenance Worker, Salary Range B, Step 2, at \$3264/month, be promoted to the position of Facilities Technician, Salary Range D, Step 2, at \$3827/month.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated hire be in effect as of August 23, 2023.

DATED this 16th day of August, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Facilities Technician – Facilities & Maintenance

EXEMPT:	No	
SALARY LEVEL:	D	
SUPERVISOR:	Facilities Director	
PREPARED BY:	Director of County Operations	July 2023

POSITION SUMMARY:

The Facilities Technician position performs highly skilled maintenance services, repairs, remodels, and replacements on the Curry County Courthouse, Sheriff's Office, Jail, and County Offices located on Moore Street, the Juvenile Building located on Colvin Street in Gold Beach, and the Brookings Annex Office on Railroad Street in Brookings. Occasionally work is performed on County equipment and landscaping. All tools, transportation and materials will be provided by the Maintenance Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

May act as the primary contact for all County personnel for building issues including climate control, odors, smoke, spills, damage, emergencies, and repairs.

Assist with maintaining building security equipment and immediately respond to building emergencies on a 24-hour basis. Coordinate and assist with departmental and employee moves.

Monitor and replace light bulbs in all assigned facilities, as needed.

Make minor plumbing repairs, as necessary.

Perform basic electrical work; determine when an electrician is required.

Hang pictures and shelving, as needed.

Dismantle and install furniture.

Transport goods or equipment as assigned.

Perform other maintenance duties as assigned by the Facilities Director.

Perform occasional needed cleaning duties necessary to maintain clean facilities.

Monitor contractor performance and work closely with outside vendors and contractors to ensure work is completed according to specifications.

SUPERVISION RECEIVED:

This position works under the supervision of the Facilities Director, who reviews work for accuracy and conformance to established procedures.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not normally a responsibility of an employee in this class. May serve as lead person in the absence of the Facilities Director. Trains new Maintenance Worker positions.

QUALIFICATION REQUIREMENTS:

Efficiently plan, organize and direct work schedules to meet deadlines on a daily, weekly, monthly and annual basis. Maintain good working relations with other departments, employees, officials, community leaders, vendors, auditors, etc. Willingness to implement and be involved in new processes; able to adjust to changes in procedures; be involved in problem solving. Must be able to pass criminal background check.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent. At least two years of experience commercial, government, industrial building, or physical plant maintenance with vocational and/or on-the-job training in a variety of maintenance fields; or any satisfactory equivalent of experience and training.

PHYSICAL DEMANDS:

The physical demands of this position are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical capability to handle high mobility demands and complex personal interactions. Work from heights on ladders and lifts as well as work in uncomfortable positions, standing and/or walking the majority of working hours.

Tasks involve the ability to exert moderate to strenuous physical effort in light to heavy work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate to heavy weight (up to 100 pounds).

WORK ENVIRONMENT:

Duties are performed in a variety of temperature conditions, including wind, rain and other adverse weather conditions. Encounters occasional hazardous situations and conditions. Physically demanding work environments. Work in high risk situations regarding security,

including jail and detention facilities. Tasks may be performed with exposure to adverse environmental conditions, such as dirt, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, animals/wildlife, toxic/poisonous agents, violence, disease, or pathogenic substances.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		New Hire of an Employee – L. Humiston	
Time Needed:			
2 minutes			
Financial Impact:		Description and Background:	
n/a		This order would hire Lisa Humiston as the Legal Support I	
Category:		to fill the vacant position in the District Attorney's Office.	
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the hire of Lisa Humiston as Legal Support I			
Attachments:		Instructions Once Approved:	
1. Order		File with the Clerk's Office	
2. Job Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Julie Swift – Payroll & HR		July 28, 2023	

In the Matter of the Hire of)
An Employee) ORDER NO. _____

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Legal Support I - District Attorney

EXEMPT: No
SALARY LEVEL: G
SUPERVISOR; Office Manager
PREPARED BY: District Attorney

March 2023

GENERAL POSITION SUMMARY:

Work with considerable independence in performing legal support of a complex nature, all in keeping with a working knowledge of the criminal justice system. Follows established policies and procedures within the guidelines of the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Serves visitors in person and via telephone by greeting, welcoming, and directing them appropriately. Notifies staff of visitor arrivals. Keeps a safe and clean front area. Supports continuity among work teams by documenting and communicating actions, irregularities, and continuing needs.
2. Assists prosecutors with trial preparation, provides discovery to defense attorneys and record billing, obtains certified copies of court documents, prepares and issues subpoenas, communicates with the civil department in the sheriff's office to ensure subpoenas have been served.
3. Checks and routes court notifications sent to the District Attorney's Office via email. Contacts agencies to obtain all necessary case file paperwork in a timely manner.
4. Processes intake and all front desk paperwork flow from the court, defense attorneys, and any other incoming correspondence.
5. Prepares and proofreads a variety of documents including general correspondence, reports, memos, motions, affidavits, orders, subpoenas, warrants, etc. Efiles documents.
6. Receives daily docketed case files and lists actions taken.

7. Checks for all new 'in-custody' filings each morning and route with CCH to prosecutor. Pulls cases for daily docket. Checks to ensure all cases are on the docket wall each morning.
8. Maintains filing of certified copies of convictions.
9. Backs up grand jury coordinator when needed.

SUPERVISORY REQUIREMENTS:

Info needed

QUALIFICATIONS REQUIREMENTS:

Knowledge of . . .

- Considerable knowledge of legal terms and phrases, procedures and policies of the DA office and relationship of department with the court, attorneys, police agencies, governmental agencies and the public.
- Position requires expertise in case management system and must include knowledge and familiarity with database and data entry
- Composition, spelling, punctuation, and good communication skills.

Ability to . . .

- Make decisions independently in accordance with established policies
- Utilize computers and other technology to communicate in written and verbal forms (e.g., word processing, texts, emails, spreadsheets, department-specific software)
- Effectively relate well with others, including supervisors, colleagues, and individuals inside and outside the county
- Develop and exhibit a professional manner in dealing with others and maintain constructive professional working relationships
- Take personal responsibility for the quality and timeliness of work
- Show up to work on time, and follow instructions, policies and procedures
- Meet productivity standards, deadlines, and work schedules.

EDUCATION AND/OR EXPERIENCE:

Graduation from high school or equivalent; two years of experience in an office setting, or any satisfactory combination of experience and training which demonstrates the ability to perform the above-described duties as determined by the District Attorney.

Requires on-the-job LEDS and Notary training/certification.

PHYSICAL DEMANDS:

Physical capability to perform keyboarding and mobility requirements of the position and handle high mobility demands and complex personal interactions.

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

WORK CONDITIONS:

Normal working conditions but frequently in face-to-face contact with potentially dangerous and/or violent individuals in highly stressful circumstances. Extremely limited time constraints in high pressure/high volume atmosphere.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023 .....		..... Ordinance for ODOT Application CP/GE-2301	
Time Needed:			
.....			
Financial Impact:		Description and Background:	
.....		Land Use Goal 18 Exception, Comprehensive Plan Change, Zoning Code	
Category:		Amendment to allow ODOT to place rock embankment below Highway	
<input checked="" type="checkbox"/>	Action/Discussion	101 at MP 304.05. To see the full ODOT application, please visit the	
<input checked="" type="checkbox"/>	Consent	Planning Commission website.	
<input type="checkbox"/>	Executive Session	.....
<input type="checkbox"/>	Hire Order	.....
<input type="checkbox"/>	Presentation		
Requested Motion:			
Adopt Ordinance ODOT CP/GE-2301			
Attachments:		Instructions Once Approved:	
1. Ordinance ODOT CP/GE-2301		File with Clerk	
		
		
		
Contact Person – Name and Department:		Date Submitted:	
Becky Crockett, Planning		August 9, 2023	

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

**In the Matter of an Ordinance Allowing)
and Adopting a Statewide Planning Goal)
Exception, a Comprehensive Plan) **ORDINANCE NO.** _____
Amendment, and a Zoning Code)
Amendment)
(ODOT CP/GE-2301))**

WHEREAS, this matter came before the Curry County Citizens Committee for Involvement and the Curry County Planning Commission on June 15, 2023. The application (CP/GE-2301) sought public input and Planning Commission approval to authorize the Oregon Department of Transportation (ODOT) to place stone embankment on the beach below US Highway 101 MP 304.05 to secure a highway failure on property identified on Curry County Assessor's Map No. 33-15-15, Public Right of Way (ROW). The property is designated as a State Highway and is a critical public infrastructure as the only north/south highway route through Curry County; and

WHEREAS, an evidentiary public hearing in accordance with the Curry County Zoning Ordinance (CCZO) Section 2.300 was held before the Planning Commission as a matter duly set upon the agenda of a regular meeting on June 15, 2023, after giving public notice to affected property owners, publication in the local newspapers as set forth in Section 2.070 of the CCZO and notification on the Department of Land Conservation and Development Post Acknowledgement Plan Amendment web site on June 12, 2023 with a Declaration of Emergency; and

WHEREAS, at the conclusion of review and consideration of the evidence in the record and upon a motion duly made and seconded, the Planning Commission voted to **Recommend Approval of CP/GE-2301 to the Board of Commissioners (BOC)** based on findings of fact and conclusions of law; and

WHEREAS, the Curry County Board of Commissioners held a second evidentiary public hearing in accordance with the CCZO Section 2.300 on August 2, 2023 for the Application (CP/GE-2023) after giving public notice to affected property owners and publication in the local newspapers as set forth in Section 2.070 of the CCZO.

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

SECTION 1 **TITLE**

This Ordinance shall be known as ODOT CP/GE-2301.

SECTION 2 **AUTHORITY**

This Ordinance is being adopted under the authority of ORS Chapters 197 and 215, OAR 660-004, the Statewide Planning Goals, Curry County Zoning Ordinance Article IX Amendments to the Comprehensive Plan and Zoning Ordinance and Section 2.300 Legislative Hearings. These provisions which are set forth in state law and the Curry County Zoning Ordinance establish specific public participation requirements which have been followed and include public notifications for the hearings of record before the Citizen Committee for Involvement, the Planning Commission, and the Board of Commissioners.

SECTION 3 **PURPOSE and ADOPTION**

The purpose and adoption of this Ordinance is to approve application CP/GE-2301 submitted by the Oregon Department of Transportation (ODOT) to place stone embankment on the beach below US Highway 101 at MP 304.05. This approval includes:

- A Statewide Planning Goal Exception to Goal 18, Beaches and Dunes.
- A Comprehensive Plan Amendment to Plan Policy 15.10 (12), Coastal Shorelands and Beaches and Dunes.
- A zoning Code Amendment to Section 7.040 (14b), Standards for Conditional Uses – Beaches and Dunes.

This Ordinance hereby carries out these land use changes by reference and not by specific language changes to the above documents for Application CP/GE-2301.

SECTION 4 **FINDINGS of FACT**

After its own careful consideration of all facts and evidence in the record and based on its own review of the applicable law, the Board adopts as findings of fact, reasons and conclusions of law, the Planning Commission's findings, conclusions and recommendation set forth from their June 15, 2023 public hearing and attached as Exhibit 1.

SECTION 5 **SEVERANCE CLAUSE**

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional (or otherwise invalid), such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

SECTION 6 **EFFECTIVE DATE**

This Ordinance is being adopted pursuant to ORS Chapter 197 and ORS Chapter 215, and the Curry County Zoning Ordinance Section 2.300 (4) and is therefore effective immediately on adoption.

SECTION 7 **EMERGENCY CLAUSE**

The Curry County Board of Commissioners deems the adoption of this Ordinance to be necessary for the immediate preservation and protection of public health, safety, and general welfare; and in order to conduct County business in a timely manner. Therefore, it is declared that an emergency exists, and this Ordinance shall be in full force and effect upon its adoption.

DATED this 16th day of August, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Jay Trost, Commissioner

First Reading: August 16, 2023

Effective Date: August 16, 2023



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Board of Commissioner's approval to update LPSCC bylaws	
Time Needed:			
5 minutes			
Financial Impact:		Description and Background:	
None		The Local Public Safety Coordinating Council discussed adding an	
Category:		additional member to LPSCC at the last meeting on 08/03/2023. LPSCC	
<input type="checkbox"/>	Action/Discussion	has since voted and recommended that the Board of Commissioner's	
<input checked="" type="checkbox"/>	Consent	approve the updated change to the LPSCC bylaws adding the Jail	
<input type="checkbox"/>	Executive Session	Commander as a LPSCC member.	
<input type="checkbox"/>	Hire Order	.....
<input type="checkbox"/>	Presentation	.....
Requested Motion:			
Motion to approve the updated LPSCC bylaws			
.....			
Attachments:		Instructions Once Approved:	
1.Recommended updates to the LPSCC		Forward to County Clerk's Office for recording	
bylaws..		.....
Contact Person – Name and Department:		Date Submitted:	
Lt. David Denney Parole and Probation Director and current LPSCC		08/08/2023	
Chair.....			

**CURRY COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL
(LPSCC)**

BYLAWS

I. PURPOSE

The Council shall develop and recommend to the County Board of Commissioners:

- (1) Plans for the use of the state resources to serve the local youth offender population and the Coordination of local juvenile justice policy among affected juvenile justice entities.
- (2) Identify and recommend State and local resources to serve the needs of that part of the local offender population who are at least 15 years of age and less than 18 years of age, which plan must provide for coordination of community-wide services involving prevention, treatment, education, employment resources, and intervention strategies.
- (3) In consultation with the local commission on children and families, develop and recommend to the County Board of Commissioners a plan designed to prevent criminal involvement by youth. The plan must provide for coordination of community-wide services involving treatment, education, employment, and intervention strategies aimed at crime prevention.
- (4) Coordinate local criminal justice policy among affected criminal justice entities.
- (5) Create subcommittees as necessary or required to provide the County Board of Commissioners with information regarding public safety matters.
- (6) Prepare an annual summary of program, service, or budget changes made in response to the recommendations of the Local Public Safety Coordinating Council described in ORS 423.560 and 423.565. The summary shall be provided to the County Board of Commissioners for approval and sent to the Oregon Criminal Justice Commission.

II. MEMBERSHIP

The membership of the Council shall consist of the following:

- (1) A police chief selected by the police chiefs in the county;
- (2) The sheriff of the county;
- (3) The community corrections director;
- (4) The district attorney of the county;
- (5) A state court judge, appointed by the presiding judge of the judicial district in which the county is located;
- (6) A public defender or defense attorney, appointed by the presiding judge of the judicial district in which the county is located;
- (7) A county commissioner appointed by the county commissioners;
- (8) A juvenile department director appointed by the county commissioners;
- (9) A health department director appointed by the county commissioners;
- (10) A mental health director appointed by the county commissioners;
- (11) At least one lay citizen appointed by the county commissioners;
- (12) A city councilor or mayor selected by the cities in the county;
- (13) A city manager or other city representative selected by the cities in the county;

(14) Jail Commander;

(15) A representative of the Oregon State Police, who is a nonvoting member of the council, selected by the Superintendent of State Police;

(16) A representative of the Oregon Youth Authority, who is a nonvoting member of the council, selected by the Director of the Oregon Youth Authority.

To ensure each municipality is represented at LPSCC, the following appointments and terms are scheduled through December 2027:

Appointment Term	Brookings	Gold Beach	Port Orford
1/2019-12/2021	City Manager or other City Representative	Police Chief	City Councilor/Mayor
1/2022-12/2024	City Councilor/Mayor	City Manager or other City Representative	Police Chief
1/2025-12/2027	Police Chief	City Councilor/Mayor	City Manager or other City Representative

III. OFFICERS

All officers of the Council shall also be members of the Council. The officers shall be a Chair, Vice-Chair, and Secretary. The Chair, Vice-Chair, and Secretary shall be elected by a majority of the voting members for a term of two years beginning the first of January of each even numbered year.

The Chair or Vice-Chair shall preside at meetings, form subcommittees and task forces, and appoint members to serve on these, and perform all other duties necessary or incidental to the office.

In the absence of the Chair or Vice-Chair, the Secretary shall act as Chair. If the office the Chair becomes vacant in midterm, the Vice-Chair shall assume the office of Chair for the remainder of the term. If the office of Vice-Chair or Secretary becomes vacant during the midterm, the voting members shall elect a successor to complete the unexpired term. Officers may be recommended for removal by a 2/3 majority vote of the voting members.

IV. REMOVAL FROM OFFICE

Council members may be recommended for removal by a 2/3 majority vote of the voting members for cause, including non-attendance at scheduled meetings. The recommendation shall be forwarded to the appointing authority and the Council shall request that appointing authority appoint a replacement within 60 days.

V. MEETINGS

Meetings shall be held on a schedule established by the voting membership at the beginning of each calendar year. Special meetings may be called by the Chair of a majority of the voting members, or at the request of the County Board of Commissioners.

The Council is subject to and shall comply with the requirements of Oregon's public Meeting Law. Roberts Rules of Order (revised) shall guide any point of parliamentary procedure not contained in the bylaws.

VI. QUORUM

A quorum for the transaction of official business shall consist of a majority of the voting members of the Council, with a minimum of seven (7), which may include designated alternates.

VII. VOTING RIGHTS

Each voting member, **except for** lay members, shall designate their alternate at the first meeting at the beginning of each calendar year. The written designation must be submitted to the secretary for the record.

All council members or in their absence their designated alternate in attendance at the meeting, shall have the right to vote **except for** the Oregon State Police and Oregon Youth Authority representatives, as provided by law.

Each member or designated alternate present at a meeting for which a quorum of the membership is in attendance shall have the right to call for a vote on any official action or recommendation of the Council. All matters requiring a vote shall be decided by a majority of the voting members present and all votes shall be recorded in the minutes of the meeting. No voting by proxy shall be allowed.

VIII. SUBCOMMITTEES

The Council or Chair may create subcommittees and task forces to perform such tasks as the Council or Chair may designate. Subcommittees and task forces may be formed of members and non-members.

IX. ADOPTION AND AMMENDMENT

The bylaws shall be adopted by a majority vote of the voting membership. Amendments to the bylaws may be adopted only by a majority vote of the voting membership. Written notices shall be given to the full membership of the Council at least five (5) days prior to a vote as to any amendment of the bylaws.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Board of Commissioner's approval of 2023-2025 Community Corrections	
Time Needed:		Plan as recommended by LPSCC	
5 minutes			
Financial Impact:		Description and Background:	
None		On August 3 rd , 2023, the Local Public Safety Coordinating Council	
Category:		discussed and recommended that the Board of Commissioners approve the	
<input type="checkbox"/> Action/Discussion		2023-2025 Community Corrections Plan that was presented by Lt. Denney	
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve 2023-2025 Community Corrections Plan			
Attachments:		Instructions Once Approved:	
1. Letter of recommendation		Forward to County Clerk's Office for recording	
2. CC Plan presentation			
5.			
Contact Person – Name and Department:		Date Submitted:	
Lt. David Denney Parole and Probation Director and current LPSCC		08/08/2023	
Chair			



**Curry County
Local Public Safety Coordinating Council**

94235 Moore Street, Ste. 122
Gold Beach, OR 97444
Ph. 541-247-3296, Fax. 541-247-2718
www.co.curry.or.us

August 3rd, 2023

**Curry County Board of Commissioners
94235 Moore St.
Gold Beach, OR 97444**

Re: Recommendations to approve the 2023-2025 Curry County Community Corrections Plan and Grants.

The Curry County Local Public Safety Coordinating Council has reviewed the 2023-2025 Community Corrections Plan and Grant in Aid requests presented by Lieutenant Denney on August 3rd, 2023. After review and discussion, the LPSCC recommends that the Curry County Board of Commissioners approve the Community Corrections Plan as written including specific grants.

Sincerely,

**Commissioner Brad Alcorn
Curry County LPSCC Vice Chair**

Curry County Community Corrections Plan

LPSCC Presentation

Plan Duration 2023-2025

Lt. David Denney

Director, Community Corrections

Curry County Sheriff's Office

August 3rd, 2023

Funding Formula for Grant in Aid to Community Corrections

- Legislature granted 246 million for grant in aid plus a 5.7 million one-time expenditure.
- That is a decrease from 284 million from 21-23 biennium
- Curry County received a total of \$1,616,788.00 in the 21-23 biennium. (This is based on a percentage of the total supervised population X 284 million)
- Curry County will receive 0.65% of the State dollars based on population size for the 23-25 biennium (up from 0.57% in 21-23 biennium)

2023-2025 Community Corrections Biennial Plan

Curry County Community Corrections

- Director David Denney
- Administrative Assistant/ data entry/ Probation Deputy Vicki Scott
- Parole and Probation Deputies Mike Lang and Dona Dotson

Supervised Population=150 adults on supervision

- 23-25 Grant in aid funding \$1,603,042.00
- 23-25 Grant in aid one time supplemental funding \$37,500.00
- DOC transitional fund \$5,866.00
- Other expected revenue \$79,000.00
- Additional Grant Funding
- M57 grant \$82,233.00

Adult Parole & Probation Supervision Services	\$1,260,795.00
Administrative services	\$75,000.00
Domestic violence & anger management treatment	\$30,000.00
Sex Offender treatment	\$60,000.00
Electronic monitoring	\$4,500.00
Alcohol & Drug treatment	\$30,000.00
Release assistance	\$20,866.00
Jail Operations	\$300,000.00
Community Service	\$2,000.00
Cognitive Restructuring	\$23,774.32

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

Proclaiming September 2023 as Suicide Awareness Prevention Month)
PROCLAMATION NO. _____)
)

WHEREAS, suicidal thoughts an affect everyone; and suicide is a major public health issue that requires vigilant attention and preventative action, especially during times of a pandemic; and

WHEREAS, each death by suicide directly family members, friends, loved ones, and by extension our entire rural community; and

WHEREAS, research shows that people would do something if someone close to them was thinking about suicide if they only knew what to say or do.

NOW, THEREFORE, the Curry County Board of Commissioners hereby encourages all citizens to be aware of the warning signs of suicide and know what they can do to help.

BE IT FURTHER PROCLAIMED, that, September is

Suicide Awareness Month

DATED this 16th day of August, 2023. **BOARD OF CURRY COUNTY COMMISSIONERS**

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Jay Trost, Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
August 16, 2023	CCPTSD (Curry County Public Transit Service District and ODOT	
Time Needed:	Agreement 35417	
.....	
Financial Impact:	Description and Background:	
.....	<i>This Agreement provides funding for Recipient to provide public transportation commuter fixed route operations in and around Curry and Coos Counties. The commuter route serves Gold Beach, Port Orford, Langlois, Bandon and limited service stops in Coos Bay. Service begins in both Brookings and Coos Bay and provides multiple trips between destinations daily Monday through Saturday. The service provides connections via Coos County Area Transportation and Link-Lane through to Eugene. Service connects with Redwood Coast Transit for service to areas south of Brookings. Additional connections are made with the SW Point for trips into the Rogue Valley. Commuter service is provided Six days a week from 7:30 am to 7:00 pm.</i>	
Category:		
<input type="checkbox"/> Action/Discussion		
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve Agreement No. 35417		
.....		
Attachments:	Instructions Once Approved:	
1. Agreement No. 35417	Return signed copy to Kathy Bernhardt – Curry Public Transit District	
2.		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
.....	

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 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: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$1,075,515.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$697,498.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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, except as permitted by applicable law. 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. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient 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 requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; 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.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Indemnification.**
 - i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
 - ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is

not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State 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.
- g. **Duplicate Payment.** Recipient 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.
- h. **No Third Party Beneficiaries.** State and Recipient 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.

Recipient 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 the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient 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.

- k. **Compliance with Law.** Recipient 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, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient 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.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **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.
- n. **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.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, 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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Kathy Bernhardt
94235 Moore St., Suite 123
Gold Beach, OR 97444-0746
1 (541) 412-8806
rkbernhardt@currypublictransit.org

State Contact:

Jennifer Boardman
555 13th Street NE
Salem, OR 97301-4179
1 (541) 774-6371
Jennifer.Boardman@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jennifer Boardman

Date _____ 04/20/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Curry County 35417				
<i>Project Administration, Operations, and Preventive Maintenance</i>				
P-23-1936-01 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$133,934.00	\$120,179.00	\$13,755.00	State
P-23-1936-02 Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$795,132.00	\$445,910.00	\$349,222.00	Local, State
P-23-1936-03 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$146,449.00	\$131,409.00	\$15,040.00	State
Sub Total	\$1,075,515.00	\$697,498.00	\$378,017.00	
Grand Total	\$1,075,515.00	\$697,498.00	\$378,017.00	

1. PROJECT DESCRIPTION

A. Administration

For the Section 5311 program only, project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

B. Operations

This Agreement provides funding for Recipient to provide public transportation commuter fixed route operations in and around Curry and Coos Counties. The commuter route serves Gold Beach, Port Orford, Langlois, Bandon and limited service stops in Coos Bay. Service begins in both Brookings and Coos Bay and provides multiple trips between destinations daily Monday through Saturday. The service provides connections via Coos County Area Transportation and Link-Lane through to Eugene. Service connects with Redwood Coast Transit for service to areas south of Brookings. Additional connections are made with the SW Point for trips into the Rogue Valley. Commuter service is provided Six days a week from 7:30 am to 7:00 pm.

Demand response service is available in Gold Beach and Brookings for destinations in each of these towns. Service is operated from 7:30 am to 7:00 pm, Monday - Saturday.

C. Preventive Maintenance

Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

A. Administration

Recipient shall perform administrative activities to support service sustainability as follows: Providing oversight of contracted services and all transit operations. Administration covers

overhead and staff time required to provide and maintain essential general public services to the Benton County community and surrounding areas.

B. Operations

The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient and program type, in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

All services provided must be open to the general public and marketed as general public service.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

Projected ridership percentage increase goals established for this project:

For 2023-2024: 15% increase over previous year

For 2024-2025: 15% increase over previous year

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

C. Preventive Maintenance

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

3. PROJECT ACCOUNTING and MATCHING FUNDING

A. Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration.

Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, service contract revenue, advertisement and other earned income, cash donations, and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

B. Operations

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.

C. Preventive Maintenance **No additional requirements**

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

Disbursement Schedule

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement requested. A partial payment may be made by State if Recipient request more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total amount plus any

remaining portion from the first fiscal year period.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.

A. Administration

No additional requirements

B. Operations

No additional requirements

C. Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement.

Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices. Expense list must include: Vehicle Identification number, date of service, type of service, and cost.

Items that are covered by extended warranty, or insurance are not allowable costs. Providers should seek approval from ODOT for expenses on vehicles that are over \$5,000.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$697,498.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

Recipient 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. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient is a Party.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

4. CERTIFICATE(S) OF INSURANCE.

Recipient 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.

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient

shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		CCPTSD (Curry County Public Transit Service District and ODOT	
Time Needed:		Agreement 35573	
..... 1 min .....		.....
Financial Impact:		Description and Background:	
.....		<i>This Agreement funds Purchase one transit vehicle as follows: useful life: 5 years and 150,000 miles; approximate length: 20- 25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations: 1-2; fuel type: Gas.</i>	
Category:			
<input type="checkbox"/> Action/Discussion		.....
<input checked="" type="checkbox"/> Consent		.....
<input type="checkbox"/> Executive Session		.....
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve Agreement No. 35573			
.....			
Attachments:		Instructions Once Approved:	
1. Agreement No. 35573		Return signed copy to Kathy Bernhardt – Curry Public Transit District	
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
.....		

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2027** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 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: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$120,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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, except as permitted by applicable law. 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. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient 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. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, 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. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- 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.** Recipient 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.** State and Recipient 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.

Recipient 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 the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- 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 State (or any other agency or department of the State of Oregon) and Recipient 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.** Recipient 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, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient 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. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, 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.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Kathy Bernhardt
94235 Moore St., Suite 123
Gold Beach, OR 97444-0746
1 (541) 412-8806
rkbernhardt@currypublictransit.org

State Contact:

Jennifer Boardman
555 13th Street NE
Salem, OR 97301-4179
1 (541) 774-6371
Jennifer.Boardman@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jennifer Boardman

Date _____ 06/16/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Curry County 35573 <i>Vehicle Purchase</i>				
P-23-3753-01 Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$150,000.00	\$120,000.00	\$30,000.00	State
Sub Total	\$150,000.00	\$120,000.00	\$30,000.00	
Grand Total	\$150,000.00	\$120,000.00	\$30,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds Purchase one transit vehicle as follows: useful life: 5 years and 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations: 1-2; fuel type: Gas.

Purchase includes all equipment and supplies necessary to put the vehicle into service. The following vehicles have been approved for replacement in this Agreement:

1. V001730; 2016 Chevy Glaval; 1GB3GsBLXG1228950

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will Purchase vehicle as noted below:

Vehicle Milestones estimated dates.

- Project start date: July 31, 2023*
- FRP/IFB Date: August 31, 2023*
- Contract Award: September 1, 2023*

- *First Vehicle Delivered: December 1, 2024*
- *All Vehicles Delivered: January 1, 2025*
- *Contract Completion Date: June 30, 2025*

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. (This can be supported by State's GTFS contractor.) GTFS data should be updated in advance of system changes to allow trip planners to stay current.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] should include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties].

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicle purchased under this Agreement as long as the vehicle remains in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset

will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

If Recipient is a Qualified Entity, Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$120,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient 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. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State 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 thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient 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.

Recipient Insurance Requirements

1. GENERAL.

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
8/16/23		Request For Proposal: Services for Photography of 28 sites	
Time Needed:			
5 Minutes			
Financial Impact:		Description and Background:	
TBD		<p>Travel Curry Coast would like to release an RFP for the preselected 28 spots in Curry County that will be captured on film, with a camera, and with a drone. After losing the digital library it once owned, the County and its stakeholders urgently need these assets. The County and its stakeholders will be promoted by TCC with the use of these digital assets. This will be the first step in building a substantial digital library that our colleagues in Curry County might use with the help of a still-unidentified digital asset management program. This works was also a deliverable in our Destination Management Plan. The most capable and reliable photographer contractor for Curry County will be found via this RFP.</p>	
Category:			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Approval of RFP for digital assets.			
Attachments:		Instructions Once Approved:	
1. RFP-Digital Assets		File With Clerk	
2. Destination Management Plan			
3. _____			
4. _____			
5. _____			
Contact Person – Name and Department:		Date Submitted:	
Miranda Plagge - Economic Developement		8/9/23	



TRAVEL CURRY COAST
Getaways Powered by Nature

A Department of Economic Development in Curry County, Oregon

ADVERTISEMENT

NOTICE IS HEREBY GIVEN that proposals will be accepted from qualified persons, agencies, entities and/or organizations to proposals from qualified photographers to provide professional photography, videography, and drone services for 28 preselected sites on the Southern Oregon Coast. These services include but are not limited to responsibly capturing video, drone footage, and still photos of the designated sites, editing and the delivery of the digital assets. Information regarding specifications is to be made to:

Miranda Plagge
Destination Development Coordinator
Travel Curry Coast – Economic Development, Curry County
econdev@co.curry.or.us
(541) 247-3222

Solicitation documents are available beginning August 17, 2023. All proposers are required to comply with applicable provisions of Oregon law. Attention is directed to ORS Chapter 244, Government Ethics; ORS Chapter 279A and 279B, Public Contracting; and Oregon Administrative Rules, Chapter 125, Division 300-360, Public Contract Exemptions. There is no expressed or implied obligation for the County to reimburse any party for any expenses incurred in preparing proposals in response to this request.



1. INFORMATION

Travel Curry Coast, a department within the Office of Economic Development Curry County, is seeking proposals from qualified photographers to provide professional photography, videography, and drone services for 28 preselected sites on the Southern Oregon Coast. The selected photographer will be responsible for capturing video, drone footage, and still photos of the designated sites.

2. PROJECT OVERVIEW

The objective of this project is to obtain high-quality visual content that showcases the scenic beauty and attractions of the Southern Oregon Coast. The captured media will be used for promotional purposes by Travel Curry Coast and other related entities to attract tourists, enhance economic development, and promote the region as a travel destination.

3. SCOPE OF WORK

The selected photographer will be required to perform the following tasks:

- (a) Conduct on-site visits to 28 preselected sites on the Southern Oregon Coast.
- (b) Capture high-resolution still photographs, video footage, and drone shots of each site.
- (c) Ensure that the visual content captures the essence and highlights the unique features of each location.
- (d) Provide edited and post-processed photos and videos in digital format.
- (e) Deliver the final content and copy rights within the specified timeline which is to be determined.

4. PHOTOGRAPHER REQUIREMENTS

To be eligible for consideration, photographers must meet the following requirements:

- (a) Hold a valid business license in Curry County or any municipality within Curry County.
- (b) Have a minimum of five years of experience as a professional photographer.
- (c) Provide a portfolio or examples of previous work that demonstrate proficiency in capturing landscapes, outdoor scenes, and promotional content.
- (d) Provide at least three references from former clients who can speak about the quality and reliability of the photographer's services.
- (e) FAA Licensed for drone activities.



**5.
PROPOSAL SUBMISSION**

Interested photographers are requested to submit their proposals containing the following information:

- (a) Company/Organization Name and Contact Information in the provided profile questionnaire.
- (b) Business License details in Curry County or any municipality within Curry County.
- (c) Overview of relevant experience, including the number of years as a professional photographer and specific projects of similar nature.
- (d) Portfolio or sample work showcasing the photographer's skills and style.
- (e) Three references from former clients, including their contact information with the provided profile questionnaire.
- (f) Proposed timeline for completion of the project.
- (g) Estimated project costs with any fees, expenses, and deliverables breakdowns, as well as the breakdown of those costs in the supplementary document.

**6.
PROPOSAL & AWARD SCHEDULE**

(August 17, 2023)	RFP issued.
(August 24, 2023)	Questions concerning RFP and project due no later than 5:00 p.m.
(August 25, 2023)	County response to questions received shall be posted on the Curry County website.
(September 7, 2023)	Proposals due no later than 12:00 p.m.
(September 16, 2023)	Notification of selected proposal
(September 21, 2023)	Contract finalized.
(October 16, 2023)	Services commence

**7.
EVALUATION CRITERIA**

The submitted proposals will be evaluated based on the following criteria:

- (a) Experience and expertise of the photographer in capturing landscapes and promotional content.



- (b) Quality and creativity demonstrated in the provided portfolio.
- (c) Ability to meet the specified project timeline.
- (d) Cost-effectiveness and value for money.
- (e) References from former clients.

8. NO LIABILITY FOR COSTS

The County is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating in any conferences, site visits, product or system demonstrations, oral presentations or negotiations.

9. TERMS & CONDITIONS

9.1 Curry Contract Review Rules

All Contracts procured under this RFP will be subject to the terms and conditions of the 2023 County Contract Review Rules.

9.2 RFP Amendment, Cancellation and Right of Rejection

The County requires all Contractors to comply with equal opportunity policies. The County's programs, services, employment opportunities, volunteer positions and contracts are open to all persons without unlawful regard to race, religion, color, gender, national origin, age, disability, veterans' status, or marital status. The County reserves the right to:

- (a) Reject any and all proposals, with or without cause, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the County's interests.
- (b) Seek clarification of any proposal submitted.
- (c) Cancel the RFP or reject any or all proposals in accordance with ORS 179B.100.
- (d) Postpone an award of the contract for a period of time the County determines reasonable.
- (e) Waive informalities in the proposals and/or terminate this solicitation at any time without specific notice.

9.3 Disclaimer of Responsibility

This RFP is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFP and any proposal received hereunder will be used as the basis to determine final contractual obligations. It is understood that this RFP and the successful proposal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFP between the County and the successful Contractor.

10. CONTACT INFORMATION



For any inquiries or clarifications regarding this RFP, please contact:

Miranda Plagge
Destination Development Coordinator
Travel Curry Coast – Economic Development, Curry County
econdev@co.curry.or.us
(541) 247-3222

We look forward to receiving your proposals and working with talented photographers to showcase the beauty of the Southern Oregon Coast. Travel Curry Coast and the Office of Economic Development Curry County thank you for your interest and participation.



COMPANY/PHOTOGRAPHER PROFILE INFORMATION

Submit a completed company/photographer profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

Legal name of Firm: _____

Is your Firm doing business under another company name? If yes, please provide the name of that company: _____

Headquarters Address: _____

City, State, Zip Code: _____

Web Site Address: _____

Proposed Role:

- ☐ Prime
- ☐ Subcontractor/Subconsultant
- ☐ Joint Venture
- ☐ Partner
- ☐ Supplier
- ☐ Other (please describe)

Number of years in business: _____ **Total number of employees:** _____

Provide the Firm's annual revenues separated by last 3 full fiscal years:

22-23: _____

21-22: _____

20-21: _____

Provide a description of major products and/or services offered: _____

Provide a brief description of other products and/or services offered: _____



Briefly describe your firm's approach to providing photography services for a client: _____

Briefly describe your firm's demonstrated experience in providing photography services for clients:



COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references.

Client Name: _____

Address: _____

City, State, Zip Code: _____

Project Manager: _____

Telephone Number: _____ E-mail: _____

Number of Employees in Client Organization: _____

Project Scope of Services/Goals: _____

Contract Award Date: _____ Cutover Date: _____

Initial Contract Amount: \$_____ Final Contract Amount: \$_____

Describe how the photography services' goals were met. What was the outcome of the services? Attach additional pages, as necessary: _____

Discuss significant obstacles to implementation and how those obstacles were overcome: _____

Is the client still utilizing your company for photography services? ☐ Yes ☐ No

What was the fee structure of the contract? _____



COST PROPOSAL PHOTOGRAPHY SERVICES FEES

Hourly rates are fully loaded and shall include all ancillary costs (labor, fuel, personnel, mileage, etc.).

CATEGORY A – PHOTO DOCUMENTATION

Event/Site Fee \$ _____/hour

Editing Fee (1-25 Images)	\$ _____/image
Editing Fee (26-50 Images)	\$ _____/image
Editing Fee (51-75 Images)	\$ _____/image
Editing Fee (76-100 Images)	\$ _____/image
Editing Fee (101+ Images)	\$ _____/image

CATEGORY B – LIVE EVENTS

Event Fee \$ _____/hour

Editing Fee (1-25 Images)	\$ _____/image
Editing Fee (26-50 Images)	\$ _____/image
Editing Fee (51-75 Images)	\$ _____/image
Editing Fee (76-100 Images)	\$ _____/image
Editing Fee (101+ Images)	\$ _____/image

Proposer Name: _____

Authorized By: _____

(Signature)

Name: _____

Title: _____

A DESTINATION STRATEGY FOR CURRY COUNTY

Produced by Crosscurrent Collective and Lookout Co.
on behalf of Curry County Economic Development

June 2022



CURRY COUNTY’S 15-YEAR COMMUNITY TOURISM VISION NARRATIVE (2037)

This is what success looks like to us...

Our remote section of the southern Oregon coast is demarcated by Langlois to the north, Brookings to the south, Cape Blanco to the west, and the 628,000-acre [Rogue River-Siskiyou National Forest](#) to the east.

CHARMING SMALL-TOWN SPIRIT

We are a place where our small towns that dot the coastline each embodies a unique spirit and sense of community pride that is palpable. Because our main streets are visually appealing, a would-be passer-by is compelled to stop and stay, contributing to the hustle and bustle of Oregon's coastal small-town life. Community members understand what each town has to offer, and as trained Ambassadors to the region they excitedly share knowledge about what there is to see and do ‘down the road.’

ALL ARE WELCOME HERE

We welcome visitors from far and wide – from all cultures and identities – to share the richness of our special place. We can do so because we as a community are welcoming to all residents. People feel at peace and safe here. The hospitality workforce, particularly frontline staff, are well trained in how to welcome all walks of life in a genuine way. We adapt as the demographics of travel change with the wind of economic and political forces over time.

ROBUST VISITOR EXPERIENCE

Our incredible life-affirming natural assets, both public and private, are the major draw for outdoor exploration and adventurous recreation of all types. Outdoor enthusiasts are staying longer and coming back all throughout the year, because of the richness of the unparalleled experiences offered here.

Visitors are coming year-round from all over the world for professionally guided experiences – from sea kayaking to whale watching to birding to scuba diving to gold prospecting – putting Curry County high on the list for adventure travelers.

The region’s local food system has become a prominent attraction, ensuring visitors can taste locally grown, raised and harvested foods at a wide range of eateries offering high-quality food options at different price points. The connection between the seafood industry and local food systems has been purposefully strengthened. Visitors can easily interact with and learn from the growers or producers, to have an exceptional and memorable experience to carry back home that fosters continued support for the local food economy through online subscriptions and the like.

Visitors can learn about the region’s history as well as connect with current-day culture – whether that be through craftspeople or storytellers. The region's culture has been brought to the forefront through a variety of touchpoints. One way we’ve done that is through intentional and robust events that allow us to share our current-day culture with others. The events we focus on are of exceptional quality, which drives multi-day visitation.

Places to stay are high-quality and varied, and accommodate a wide range of travel preferences – from sophisticated resort hotels to primitive camping. Our wayfinding system, combined with basic visitor amenities such as restrooms and water fill stations, supports an enjoyable visitor experience and, ultimately, longer stays. We encourage green transportation options that help reduce the climate impact of travel, from numerous charging stations for EVs on the Oregon Electric Byway to electric shuttle systems.

MARKETING + COMMUNICATIONS

Because of our smart alignment with a regional brand, plus a modern visitor communication strategy that inspires others about what there is to see and do here, travelers are motivated to visit and prepared when they do. We have prominently communicated messages about how to stay safe on the Oregon coast, because keeping visitors safe and happy is a priority for us. We have easy-to-find information online that shares the breadth and depth of the experiences we offer. We provide easy-to-use digital content and a connected wayfinding and information system once they’re here in the region. As a result of our effective marketing and communication, we have evened out the seasonality of visitation – we have more visitors coming throughout the year, and a manageable number during our peak summer weekends.

TOURISM AS A SUSTAINABLE ECONOMIC DRIVER

We’ve found ways to capitalize on the growing tourism and outdoor recreation economy while guiding its development in a sustainable way that supports improving our quality of life. By investing in collaboration and communication across all our critical stakeholders – from both the private and public sectors – we’ve been able to manage the development and growth of these sectors. We’ve put important management protocols in place to protect our natural resources and those places that are significant and unique to the needs of the local resident population. By supporting our entrepreneurs and small businesses, we’ve created numerous opportunities to create lifestyle businesses that offer exciting jobs that pay a livable wage. And by working cooperatively with key stakeholders in the region, we’ve enacted effective policies to support an adequate supply of affordable housing for the local workforce.

OUR COMMUNITY VALUES

BALANCE: We want to maintain balance between visitation and community needs/quality of life.

SMALL TOWN CHARM: We want to retain a sense of place in our unique and independent small coastal towns.

WELCOMING: We want to welcome people of all cultures and identities.

HEALTHY NATURAL SYSTEMS: We want to respect and protect the natural environment that affords us our way of life.

The vision and community values were crafted by nearly 100 community and business leaders who contribute to the health of Curry County’s tourism and outdoor recreation economy. These are the values community members want to retain as the visitor industry grows over time. The community also wants to celebrate and share these values with newcomers.

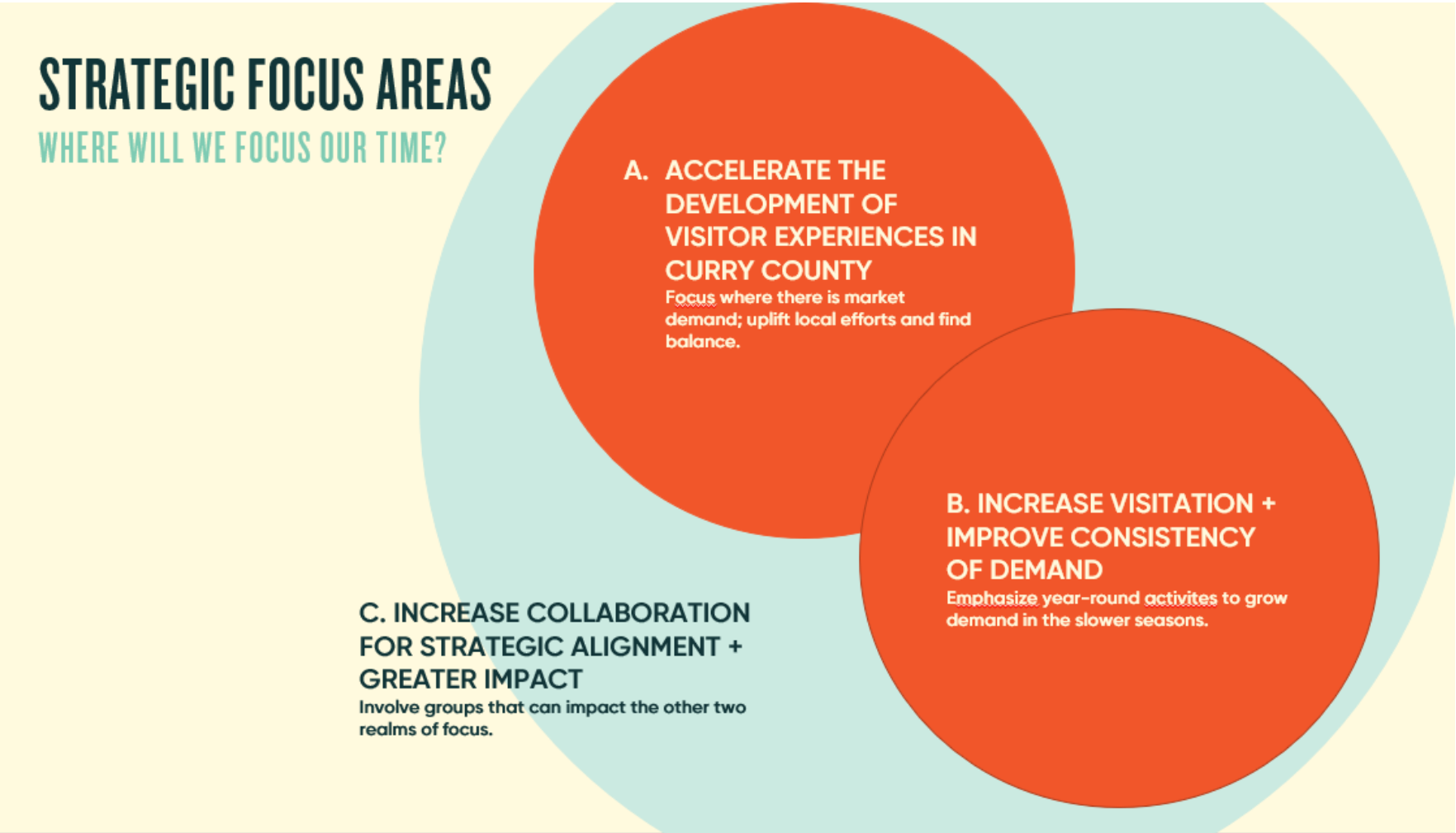
CURRY COUNTY’S STRATEGIC FOCUS AREAS

Through stakeholder interviews, a survey and workshops held during the winter/spring of 2022, community leaders from Curry County selected the following strategic focus areas for this destination strategy:

- A. Accelerate the development of visitor experiences**
Focus where there is market demand; uplift local efforts and find balance.
- B. Increase visitation and improve consistency of year-round demand**
Emphasize year-round activities to grow demand in slower seasons.
- C. Increase collaboration for strategic alignment + greater impact**
Involve groups that can impact the other two realms of focus.

Short- and medium-term outcomes were articulated for each focus area, as well as short- and medium-term strategic actions to help achieve the community’s 15-year vision of success. These have been captured on the following pages.

Diagram below depicts how impact area C is the foundation for the other impact areas. Impact area C is 'how' the work will get done, and impact areas A and B are the 'what,' or the work to accomplish.



GLOBAL KEY PERFORMANCE INDICATORS

- Our investments in this destination strategy increase the overall economic impact of visitation in Curry County, as reported in the annual *Economic Impact of Travel in Oregon* report conducted by Dean Runyan Associates. For reference: [Oregon Travel Impacts 2003-2021 Study](#).
- The peak summer visitation period in Curry County has extended further into spring and fall seasons, as tracked by Smith Travel Report and other metrics available as part of the [Oregon Travel Barometer](#).
- Each year we have 3-5 new success stories of collaboration and alignment with partner organizations involved in tourism to report.
- We’ve supported the development of at least three multi-partner projects that promote stewardship of natural resources/places by 2025.
- We’re attracting visitors who uplift and support our core values, as supported by a biennial (every other year) visitor survey.
- Our team is trusted, respected and valued as leaders in tourism marketing and development, as evidenced by a biennial resident tourism sentiment survey.
- We’ve successfully trained at least 50% of our tourism workforce in diversity, equity and inclusion by 2024, to create a service culture where everyone (both workers and visitors) feels included and welcome.

FOCUS AREA	(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES	(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND	(C) INCREASE COLLABORATION FOR GREATER IMPACT
5-YEAR OUTCOMES	<ul style="list-style-type: none"> • Frontline staff in tourism-related businesses are trained in hospitality, including DEI, and have opportunities to receive regular/continued customer service training. • We have increased outfitting, rental and guide services that support a range of activities including hiking, cycling, kayaking and boating. • We have a new mountain-bike-specific trail experience to offer visitors in Curry County. • We have significantly improved at least one section of the Oregon Coast Trail that runs through Curry Co. • Our business community is thriving as a result of businesses better supporting one another and finding new ways to offer complementary visitor services. • The Wild Rivers Coast Food Trail is thriving in Curry County. • We've made significant strides in improving the visitor infrastructure to improve wayfinding and accessibility. 	<ul style="list-style-type: none"> • The new Curry County Destination Stewardship Organization (DSO) is recognized as a collaborative organization, respected for its marketing and communication materials that are branded to industry standards/best practices in destination marketing. • An experienced, professional Marketing Manager, as well as marketing contractors/vendors with niche-area expertise, are in place to manage multi-channel advertising, PR, social media and promotional programs. • Robust marketing programs are thriving – both Curry-led programs and ones in partnership with Travel Southern Oregon Coast (TSOC) and the Oregon Coast Visitors Assoc. (OCVA). • Because of the clear, best-practice branding and marketing tools provided by the DSO, key towns and local businesses can speak with one consistent voice about the destination. • Curry Co. is recognized as a world-class adventure destination with some of the most outstanding natural assets, trails and recreation on the Oregon and Southern Oregon Coast. 	<ul style="list-style-type: none"> • Curry County has an independent Destination Stewardship Organization (DSO), also known as a Destination Marketing and Management Organization or DMMO, in place to guide the county's transient lodging tax investments within this destination strategy. • The Curry Co. DSO is convening the Destination Leadership Team (DLT – a robust group of stakeholders) regularly to communicate and coordinate organizational priorities, continuing to find new opportunities for collaboration with the goal of improving Curry Co. as a visitor destination. • Curry Co. has met its other 5-year outcomes in this strategy, as a result of investing resources to foster collaboration toward a sustainable tourism destination. • Stakeholders and community members feel confident in the effective use of resources and are informed about project success stories. • Businesses in the community offering services/products/experiences to visitors are communicating and collaborating in new ways.
1- TO 2-YEAR OUTCOMES	<ul style="list-style-type: none"> • At least 20% of frontline staff in tourism-related businesses have received training in guest customer service and how to be a local tourism ambassador in Curry County. This includes DEI training as well as information about the history and culture of the region. • We have at least one business/organization offering a new guided experience or gear rentals that fills a current gap in service for an existing target market. • Development and improvement of mountain-bike-specific trails are underway, executing on the priorities outlined in the Gold Beach Area Mountain Bike Destination Plan and the Cape Sebastian Trails Plan. • Investments have been made to assist with improvements on the Oregon Coast Trail. • New opportunities, including connections with locally harvested/caught seafood on the Wild Rivers Coast Food Trail, have been identified and are starting to be cultivated/added to the Food Trail. 	<ul style="list-style-type: none"> • Curry County/Travel Curry Coast has updated its name and branding. • Curry Co. has built a new foundation of marketing tools, assets and partner resources to market the area. • Curry Co.'s new DSO board and staff are knowledgeable about destination marketing best practices. • The Curry Co. DSO has developed a Strategic Marketing Plan that outlines its program of work, balanced between stand-alone tactics and co-operative programs with TSOC and OCVA. 	<ul style="list-style-type: none"> • Curry County has established a destination leadership team (DLT) that is thriving, meeting regularly and advancing priority projects aimed at achieving outcomes in this Destination Strategy. • In consultation with the DLT, Curry Co. has determined when and how it will pursue creating an independent DSO. • Curry Co., in concert with the DLT, is convening a broad set of tourism stakeholders annually to communicate on progress made, find points of collaboration, surface new issues emerging from the visitor industry and find new opportunities for collaboration (ex.: a Curry Co. Tourism Summit). • Curry Co. has developed strong, trusting relationships through frequent and transparent communications with core partners including OCVA, TSOC, Oregon Parks and Recreation Department and the United States Forest Service.

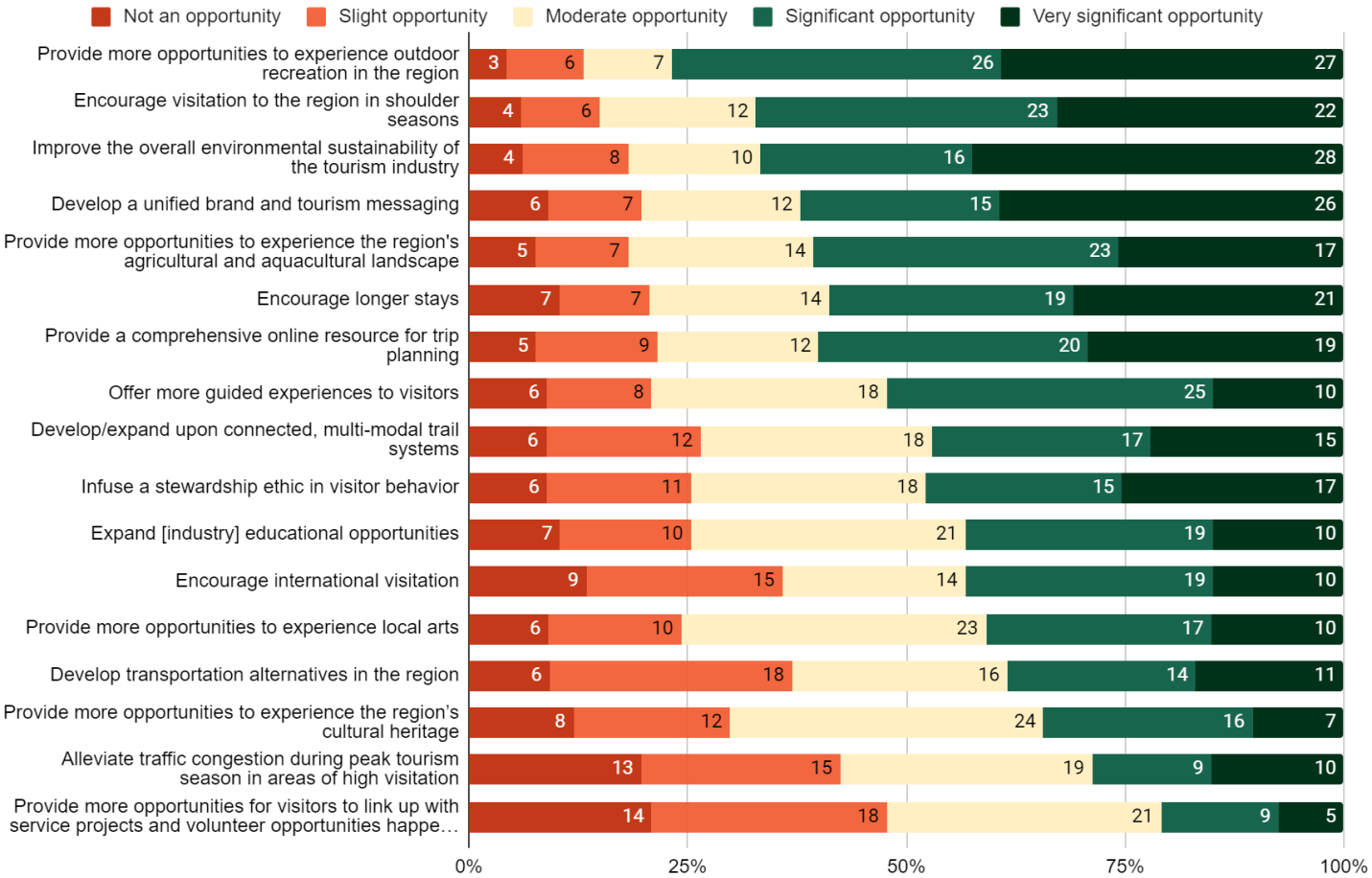
FOCUS AREA	(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES	(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND	(C) INCREASE COLLABORATION FOR GREATER IMPACT
KEY MEASURES <i>How will we know if we're successful?</i>	<ul style="list-style-type: none">• Number guided experiences being offered• Number of trained frontline staff• Number of miles of mountain-bike-specific trail that has been developed or improved• Number of miles of the Oregon Coast Trail that has been developed or improved• New experiences on the Wild Rivers Coast Food Trail• New direct consumer access to locally harvested seafood	<ul style="list-style-type: none">• A new name and brand guide has been developed to guide all of Curry County's creative marketing executions• A selection of vendors with specific marketing expertise is in place to support the destination marketing activities• New photography and newly branded collateral and advertising assets exist to market the region• The new name and brand have been shared with the tourism industry• A strategic marketing plan has been developed• Standard marketing key performance indicators (KPIs) are in place in the strategic marketing plan to measure the effectiveness of Curry Co. marketing investments (social media engagement, website traffic, PR stories placed, advertisement click-through rates, etc.)	<ul style="list-style-type: none">• A Destination Leadership Team (DLT) has been formed• A private, nonprofit Destination Stewardship Organization (DSO) has been formed and launched• Number of diverse stakeholders who are committed to and participating in the DLT• Number of DLT meetings/workshops held• A platform exists for ongoing communication and collaboration among stakeholders (ex.: Basecamp, Slack)• Number of investments made collaboratively with other partners participating in the DLT• Positive reviews on progress being made by Curry Co. and the new DSO on the destination strategy (as indicated by a future resident/stakeholder survey)

WHAT ARE THE BEST OPPORTUNITIES FOR DEVELOPMENT OF TOURISM IN THE REGION?

Chart to left is a distillation of 71 responses from the Curry County Destination Stakeholder Survey conducted in February 2022.

Top responses included:

1. Provide more opportunities to experience outdoor recreation in the region
2. Encourage visitation to the region in shoulder seasons
3. Improve the overall environmental sustainability of the tourism industry
4. Develop a unified brand and tourism messaging
5. Provide more opportunities to experience the region's agricultural and aquacultural landscape
6. Encourage longer stays
7. Provide a comprehensive online resource for trip planning



FOCUS AREA	(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES	(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND	(C) INCREASE COLLABORATION FOR GREATER IMPACT
<p>RECOMMENDED STRATEGIC ACTIONS – NEAR TERM (6 mo. – 2 years)</p> <p><i>Based on information gathered through surveys, interviews, experience and best practices</i></p>	<p>Because Travel Curry Coast is an emergent player in the region, and because the available Transient Lodging Tax (TLT) budget is relatively modest for making significant improvements to the destination experience on its own, we highly recommend that the all short- and medium-term destination development activities and investments are done through partnerships to uplift existing, promising efforts already underway in the county.</p> <p>Destination development investments should be prioritized in the short term for improving the visitor experience and creating high-quality, memorable experiences; this can take time, but these improvements will ultimately result in longer stays and more return visits, and produce more word-of-mouth marketing.</p> <ol style="list-style-type: none"> 1. OFFER FRONTLINE STAFF CUSTOMER SERVICE TRAINING. Implement a county-wide customer service training and tourism ambassador development program. Explore existing customer service training programs available such as Guest Service Gold, provided by Travel Oregon, or the Trail Ambassador program offered by Trailkeepers of Oregon. OCVA offers scholarships to participate in Guest Service Gold. Also consider tapping into a national program such as the Community Certified Tourism Ambassador program. 2. INVEST IN TRAIL DEVELOPMENT + RELATED AMENITIES. Work collaboratively with OCVA to determine where support and funding is needed in order to advance burgeoning trail development efforts, given there is a wide range of opportunities to improve and maintain trails, particularly in and around wildfire-affected areas. Determine what enhancements can be made to improve the visitor experience on trails throughout the county. Start to determine where investments can be made to improve the Oregon Coast Trail specifically. 3. INVEST IN CREATING DESTINATION QUALITY MOUNTAIN BIKE TRAIL EXPERIENCES. Specifically, we recommend partnering with OCVA to find ways to make the Gold Beach Area Mountain Bike Destination Plan and the Cape Sebastian Trails Plan come to life expeditiously. 	<ol style="list-style-type: none"> 1. Select one “LOW-HANGING FRUIT MARKETING PROJECT” that will show momentum/positive results in a relatively short period of time. Recommendations: <ul style="list-style-type: none"> • Partner with TSOC to determine the best way to improve Oregon Tourism Information System (OTIS) listings from Curry County. • Partner with TSOC to evaluate photo needs for the county; jointly produce a photo shoot (currently most images in Curry Co. library are stock; we need to feature people/diversity. dining, towns/main street, shopping & brewery shots with sense of place, hiking, biking) 2. DLT/Marketing Committee helps draft JOB DESCRIPTION FOR AN EXECUTIVE. DIRECTOR (ED), setting marketing leadership as a key part of role; once an ED is hired, they would then draft the Marketing Manager job description. 3. ED & Marketing Manager hire creative agency with deep experience in Destination Marketing to DEVELOP A NEW NAME AND BRAND FOR TRAVEL CURRY COAST that better reflects current destination marketing best practices, with a goal to attract the highest-potential target audience (namely, millennial outdoor recreation enthusiasts from the I-5 corridor and Northern California). <ol style="list-style-type: none"> a. Phase I creative agency scope: a) Evaluate/review current branded materials; educate the team on current best practices in destination branding; competitive review of similar destinations; b) Develop a new name and brand for Curry County. b. Phase II of agency scope: agency produces updated marketing tools and ads. 4. DEVELOP A STRATEGIC MARKETING PLAN. Engage Marketing Planning Consultant to help build a plan that outlines: <ul style="list-style-type: none"> • Marketing objectives/Target audiences/Positioning 	<ol style="list-style-type: none"> 1. SHARE THE DESTINATION STRATEGY broadly with stakeholders who participated in the process, and the community at large. Create a celebration to honor the work accomplished, to share about Curry County’s next steps, and to thank those who participated. 2. CREATE A DESTINATION LEADERSHIP TEAM. Identify who will serve on a Curry County Destination Leadership Team (DLT), invite their participation and convene the DLT at least once by August 2022. <ul style="list-style-type: none"> • Share the Destination Strategy with the DLT, specifically how Curry Co. plans to move forward – share your draft work plan and be clear about your budget and what you’re going to do next. Utilize the DLT as a board to help refine the work plan and coordinate on strategic actions to amplify impact. • Convene the DLT monthly for the first six months to a year. Slow the pace of convenings to every other month after the first 1-2 years. • DLT can include the Executive Director of the DMMO, once established. 3. In concert with the DLT, CREATE AN INDEPENDENT, NON-PROFIT DESTINATION STEWARDSHIP ORGANIZATION (DSO). <ul style="list-style-type: none"> • Determine who will serve on a committee to stand this up. • Draft bylaws. • Determine founding board members. • Legally incorporate the entity. • Develop a job description for an Executive Director; hire a recruiting firm. • Develop a contract for services with the new entity that requires high stakeholder engagement and transparency – on how funds are utilized and the impact they’re having. 4. HOLD MONTHLY DESTINATION LEADERSHIP TEAM GATHERINGS. For DLT gatherings, incorporate the following activities into the agendas: <ul style="list-style-type: none"> • Use the DLT to select 2-3 priority projects, and project action teams to implement them within

4. **DEVELOP GUIDE + OUTFITTER SERVICES.** Work with OCVA, TSOC and OSU Extension to home in on gaps and opportunities to increase guide and outfitter services. Consider working with existing local and regional companies to expand services offered. Consider issuing an RFP for services. OSU Extension's [Guide and Outfitter Recognized Professional](#) training program can serve as a resource.
5. **ENHANCE + DEVELOP THE WILD RIVERS COAST FOOD TRAIL.** This is an incredible asset and opportunity in the county that is worthy of continued investment. Work strategically with OCVA (or TSOC) to determine where strategic investments can be made to advance the quantity and quality of visitor experiences on the trail.
6. **CONTINUE SUPPORTING DEVELOPMENT OF THE WATER RECREATION EXPERIENCE.** Look for ways to invest and partner with ongoing efforts, such as investing collaboratively with TSOC and OCVA on ADA-accessible boat ramps. Additionally, continue support and find ways to elevate the work of the Aquatic Safety program. Work closely with partners to identify and invest in new opportunities.

(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES

- Recommended channels & prioritization of development (e.g., new website (must be separate from County), social, enews, etc.
- 1-2 years of line-item tactics
- Calendar of marketing activities
- Key performance indicators dashboard that can be updated in real time (metrics)
- Plan for how marketing work gets done: which activities are managed in house vs. by vendors
- Prioritize collateral critical to promoting destination and supporting frontline staff. Low-hanging fruit: new branded rack card: "Top things to do in the area."

5. **KEY PARTNERSHIP IDEA: PR CONTRACTOR FOR TSOC, COOS & CURRY:** Partner with TSOC (and possibly Coos County) to jointly hire an experienced PR contractor to specifically and **proactively pitch the Southern Oregon Coast**, and to coordinate visiting travel writer logistics and itineraries.

- Contractor to help develop themed digital/printed itineraries for self-guided experiences in Curry Co., and share with TSOC/OCVA for pitches, content in e-newsletters/blogs.

6. **KEY PARTNERSHIP IDEA: E-NEWSLETTER w/TSOC:** In addition to launching your own e-newsletter, invest in TSOC's enews partnership opportunity to secure one story per enews to solely focus on Curry County experiences.

** Note: more detail can be found in companion Destination Strategy Deck.*

(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND

- the next year. The DLT can then serve as a forum for coordination and support for the project action teams.
- Stakeholders share updates related to the tourism economy, and have time to identify opportunities for coordination and collaboration.
- Project action team leads/project leads share on progress, ask for input or even conduct work sessions with the entire team in order to advance progress.
- Leaders of strategically aligned initiatives give presentations to inform/educate and engage the DLT.
- Guest presenters share information to advance understanding of the complex issues related to creating a sustainable tourism economy (ex.: affordable housing policy update, main street project progress, related system issues) .

Note: Consider both formal (1.5- to 2-hour meetings) and informal (happy hour) gatherings for this group. MAKE IT FUN to be on the Destination Leadership Team!

(C) INCREASE COLLABORATION FOR GREATER IMPACT

FOCUS AREA	(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES	(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND	(C) INCREASE COLLABORATION FOR GREATER IMPACT
<p>RECOMMENDED STRATEGIC ACTIONS – MEDIUM-TERM OR ONGOING ACTIVITIES (2-3 years)</p>	<p>The work in destination development is largely emergent, and many efforts can take multiple years to come to fruition. Strategic actions in the medium term should be guided by what has taken shape during the first 1-2 years of working this plan. We recommend utilizing the DLT and/or the new DSO to evaluate the success of work accomplished in the short term and identify medium-term activities.</p> <p>We recommend continuing to support the activities identified in the short term, being mindful to balance actions between:</p> <ol style="list-style-type: none"> 1. <u>Achievable short-term projects</u> that can be accomplished through collaboration and co-investing into priorities; and 2. <u>Longer-term projects</u> that will make a meaningful difference in the visitor experience. <p>LONGER-TERM PROJECTS THAT WE BELIEVE WILL MAKE A MEANINGFUL DIFFERENCE IN THE VISITOR EXPERIENCE:</p> <ol style="list-style-type: none"> 1. Continue to invest in the development of the <u>OREGON COAST TRAIL</u>. 2. Continue to invest in the development of a <u>MOUNTAIN-BIKE-SPECIFIC TRAIL SYSTEM</u>, likely at Cape Sebastian. 3. Work with OCVA and continue to invest in <u>DEVELOPING CONNECTIONS BETWEEN THE VISITOR EXPERIENCE AND LOCALLY HARVESTED SEAFOOD</u>. <p>ACHIEVABLE SHORT- TO MEDIUM-TERM PROJECTS TO INVEST IN AT THIS STAGE:</p> <ol style="list-style-type: none"> 1. Continue to invest in <u>GUEST CUSTOMER SERVICE/TOURISM AMBASSADOR TRAINING</u>. 2. Continue to invest in developing the <u>WILD RIVERS COAST FOOD TRAIL</u>. 3. Continue to invest in developing <u>TOUR OPERATORS, GUIDES & OUTFITTERS</u>. 4. Invest in a targeted and useful <u>WATER-BASED TOURISM & RECREATION DEVELOPMENT PLAN</u> to 	<ol style="list-style-type: none"> 1. As MTB trails come to fruition, get ready to market to this high-value target audience with diverse photography, collateral; highlight bike-friendly businesses/guides/outfitters in marketing; develop bike-specific itineraries and launch plan, etc. 2. Continue to develop visitor communication pieces that support frontline staff in their guest interactions. 3. Continue to ensure promotion of all key experience categories as well as various geographic areas of the county – Food Trail, hiking, MTB, lodging, guides, etc., through various channels; recommend creating an <u>all-channel content calendar</u> to plan and track coverage for categories. 4. Continue developing niche story pitches/content/itineraries for TSOC e-news and PR contractor. 5. Participate with regional partners in possible consumer travel or outdoor adventure shows. 6. Identify the most critical wayfinding gaps and develop banners/signage etc. in the new brand style to fill the gap. 7. Work with TSOC and OCVA to amplify a thoughtful visitor communications campaign to educate visitors on local values, one that inspires them to treat the coast respectfully, and give back in meaningful ways (e.g., <i>Travel Oregon’s Take Care Out There statewide campaign</i>). 	<ol style="list-style-type: none"> 1. HOLD THE NEWLY FORMED DESTINATION STRATEGY ORGANIZATION (DSO) ACCOUNTABLE, through annual presentations to the County on work accomplished, stakeholders engaged and budget spent. 2. CONTINUE TO CONVENE THE DESTINATION LEADERSHIP TEAM and catalyze action through stakeholder collaboration and communication. The DSO would convene the DLT. <ul style="list-style-type: none"> • Find ways to continue to educate: Consider organizing quarterly outings for the DLT to learn more about the operations and offerings of existing local businesses in the tourism industry. Take the time to actually experience the thing, and then create a conversation with the owner/operator to learn about their aspirations and challenges. Problem-solve. Gather information on what the DLT can do in the future to help support owner/operators. • Remember – make the work fun! 3. CONDUCT ANNUAL SURVEYS. Repeat a local resident/stakeholder survey for Curry County biennially. Consider alternating biennial surveys to help inform your work – a “resident sentiment” survey about tourism, and visitor surveys about their experience (conduct one study per year, rotating). 4. AMPLIFY TRAVEL OREGON’S BIENNIAL STAKEHOLDER SURVEY. Work with OCVA and TSOC to ensure Travel Oregon’s biennial (every other year) stakeholder survey is collecting and sharing results at the sub-regional level, so you can see data that specifically relates to the South Coast. Ensure this survey is widely distributed, and that you have a high response rate from the sub-region. If you can get sub-regional results, then you may not need to do your own stakeholder survey.

help improve access and the visitor experience for all things related to water recreation.

5. Invest in a comprehensive **WAYFINDING AND SIGNAGE PLAN** for Curry County to help guide investments in wayfinding and interpretive signage throughout the county.

(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES

(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND

(C) INCREASE COLLABORATION FOR GREATER IMPACT

BIG BOLD IDEA

SOUTHERN OREGON COAST BECOMES THE MOST WELCOMING MOUNTAIN BIKE DESTINATION ON THE WEST COAST!

OUR PLACE IS RECOGNIZED BY TRAVELERS, INFLUENCERS AND THE MEDIA AS A WORLD-CLASS ADVENTURE DESTINATION WITH SOME OF THE MOST OUTSTANDING EXPERIENCES AND NATURAL ASSETS ANYWHERE ON THE OREGON COAST!

WE HAVE A NEW, INDEPENDENT DESTINATION STEWARDSHIP ORGANIZATION TO IMPLEMENT THIS DESTINATION STRATEGY AND DEPLOY CURRY COUNTY TLT FUNDING!

ACRONYM KEY:

- CTR – Click-through rate
- DLT – Destination Leadership Team
- DMO – Destination Marketing Organization
- DMMO – Destination Marketing + Management Organization
- DSO – Destination Stewardship Organization
- OCVA – Oregon Coast Visitors Association
- OTIS – Oregon Travel Information System
- PR – Public Relations
- TLT – Transient Lodging Tax
- TSOC – Travel Southern Oregon Coast
- WRCA – Wild Rivers Coast Alliance
- WRC – Wild Rivers Coast

THE IMPORTANCE OF TOURISM TO CURRY COUNTY

Leisure and hospitality (tourism) represented nearly 20% of Curry County jobs in 2016. That’s 1 in 5 jobs!

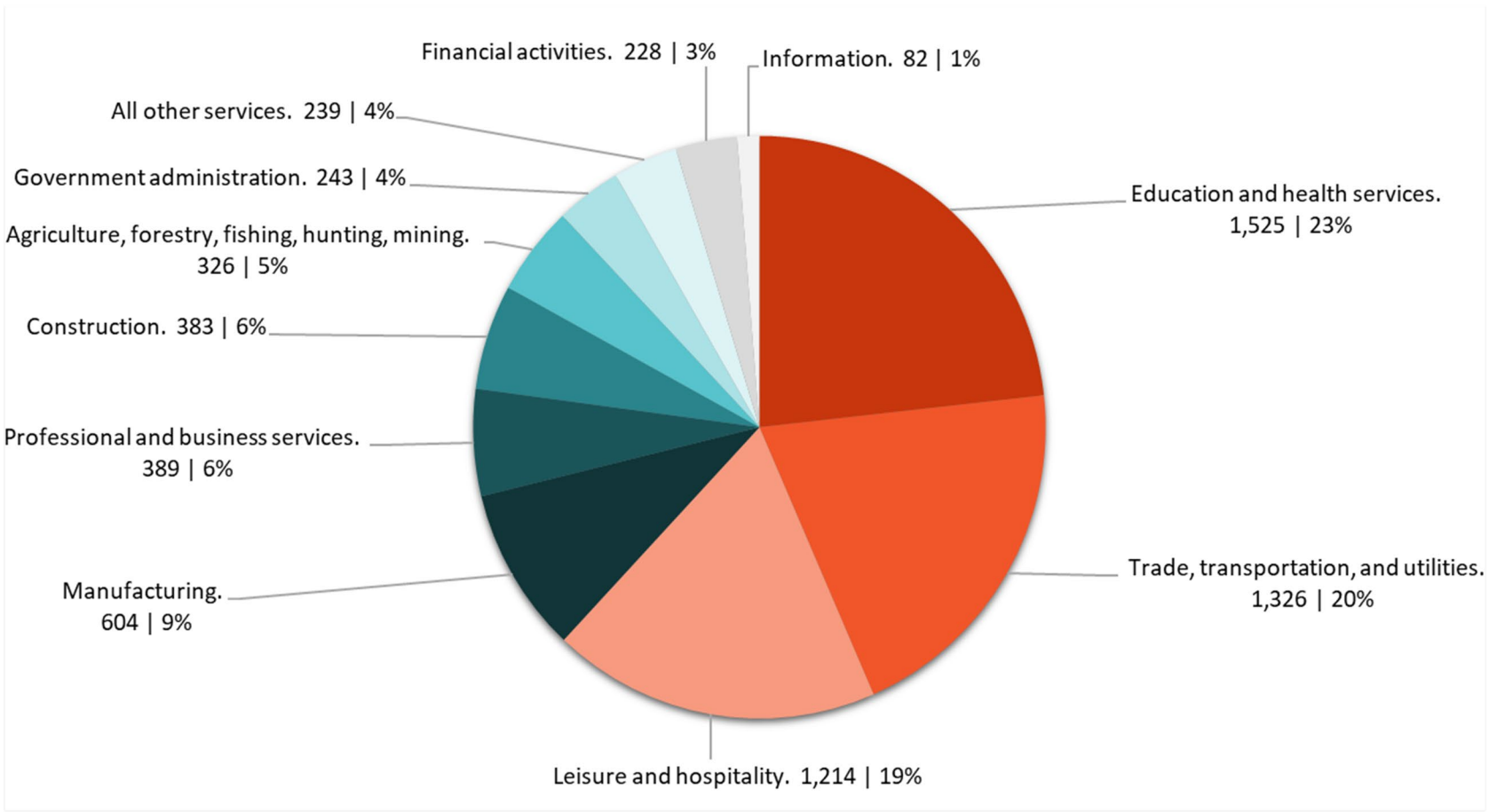


Chart: Curry County Private and Public Employment, 2016

FOCUS AREA	(A) ACCELERATE THE DEVELOPMENT OF VISITOR EXPERIENCES	(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND	(C) INCREASE COLLABORATION FOR GREATER IMPACT
KEY RELATED ACTIVITIES UNDERWAY IN THE COMMUNITY/ REGION	<ul style="list-style-type: none"> • Oregon Coast Trail development led by OPRD. Contacts: Justin Helberg (South Coast), Justin.HELBERG@opr.oregon.gov and Paul Reilly (coastwide), Paul.Reilly@opr.oregon.gov. • Development and finalization of the Gold Beach Area Destination Mountain Bike Plan led by Dave Lacey of OCVA, dave@thepeoplescoast.com. • Implementation of the Cape Sebastian Trails Plan (new mountain bike trail system) led by Dave Lacey of OCVA, dave@thepeoplescoast.com. • OSU Extension's Guide and Outfitter Recognized Professional (GORP) program – an online guide training program. • OSU Extension's 'Know Your Community' training modules for communities on the South Coast are available upon request. • OSU Extension offers frontline staff customer service training. For all OSU programs contact Miles Phillips, miles.phillips@oregonstate.edu. • OCVA provides scholarships for guest customer service training through Guest Customer Gold. Contact Arica Sears, icom@thepeoplescoast.com. • Wild Rivers Coast Food Trail implementation is led by Kathleen Dickson, kdickson.1961@gmail.com, and funded by OCVA. • OCVA Seafood Initiative aims to increase connections between locally caught/harvested seafood and consumer/visitors, and is led by Arica Sears with OCVA, icom@thepeoplescoast.com. • Curry County Aquatic Safety program led by Luke Martinez, martinezl@co.curry.or.us. • New ADA paddle sport launches being implemented by TSOC and co-funded with OCVA. Contact Julie Miller of TSOC, julie@oscrtn.com. 	<ul style="list-style-type: none"> • OCVA marketing water trails, OCT trail, art trails, food trails, biking trails. • TSOC launching new website in FY 22-23. • TSOC launching e-news in FY 22-23. • TSOC evaluating hiring a PR contractor for the South Coast. • TSOC fall 2022 Fall in Love campaign co-op. • TSOC spring 2023 campaign (co-op possible). • TSOC launching Whiskey Run campaign; results/learnings will help with future Curry Co. mountain bike marketing campaigns. • South Coast Culture Tour 2023. • OCVA messaging: "Take Care of the Coast." 	<ul style="list-style-type: none"> • Oregon South Coast Regional Tourism Network convened by Julie Miller of TSOC, julie@oscrtn.com.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
8/16/23	Travel Oregon 2023-2025 Competitive Grants Application Approval	
Time Needed:		
5 minutes		
Financial Impact:	Description and Background:	
\$10,000	<p>Seeking approval for Travel Curry Coast to apply for a grant in the amount of \$35,000 with a \$10,000 match from Economic Development, for a total of \$45,000. This application if approved will utilize the Travel Oregon 2023-2025 Competitive Grants to work with "Wheel the World" a business that has been vetted by 10 other coastal partners on an accessibility study. The goal of Travel Oregon in this grant, which assists in managing local and regional tourist locations, is to become a more inclusive destination for all, including locals. Wheel the World will, among other things, assist us as a DMO and our lodging establishments in identifying areas to improve accessibility as a destination, with helpful suggestions and training. This study will allow us to identify grants for extra technological support so that these lodging facilities may become more handicapped-accessible. Wheel the World will also look at our trail systems and beach accesses, along with state parks and museums. Some ideas preliminary would be items such as "Mobi" mats (rolled out mats)-- these could be in a few identified spots near beach access points, these will allow wheelchair users to get on the beaches again, this along with kiosks for beach wheelchairs for the more adventures.</p>	
Category:		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approval to apply for 2023-2025 Competitive Grants Application		
Attachments:	Instructions Once Approved:	
1. TRAVEL OREGON COMPETITIVE GRANTS 2023-2025 GUIDELINES		
2. Wheel The World Information Deck		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Miranda Plagge - Economic Development		8/9/23

A photograph of two people walking away on a forest path towards a bright sun filtering through tall evergreen trees. The sun is low in the sky, creating a strong lens flare and illuminating the scene. The path is made of dirt and gravel, bordered by rocks. The forest floor is covered in fallen leaves and pine needles. The trees are tall and slender, with dense green foliage.

TRAVEL OREGON COMPETITIVE GRANTS 2023-2025 GUIDELINES

I. PROGRAM INTENT

TRAVEL OREGON'S MISSION AND GRANTS PROGRAM OUTLINE

The mission of Travel Oregon is to inspire travel that uplifts Oregon communities. Collaborating with stakeholders and partners to align as stewards of Oregon, we work to optimize economic opportunity, advance equity and respect the ecosystems, cultures and places that make Oregon...Oregon. Travel Oregon has established a program to grant awards “to eligible applicants for projects that contribute to the development and improvement of communities throughout the state by means of the enhancement, expansion and promotion of the visitor industry.”

Travel Oregon's [10-Year Strategic Vision](#) holds four objectives:

- Oregon's tourism economy is flourishing.
- Oregon is striving to be a place of equity.
- Oregon delivers remarkable experiences.
- Oregon respects its natural environments.

Each of the interconnected objectives are supported by priority strategies to help bring Travel Oregon's mission to life. The 2023-2025 Competitive Grants Program is designed to address the following strategic priorities that are part of [Travel Oregon's 2023-2025 Biennial Plan](#):

1. Reduce high visitation pressures and increase community livability by investing in the development of niche tourism product that is based on growing visitor demand and Oregon's competitive advantage (e.g., outdoor recreation, culinary, agritourism, arts and culture).
2. Expand opportunities for residents and tourism stakeholders to actively engage and collaborate in destination management processes.
3. Align and support communications across the tourism industry to improve visitor behaviors and experiences with timely information, responsible recreation practices and respect for all communities.
4. Support the development of new and existing tourism-related facilities and products (e.g., visitor experiences, attractions, and public spaces) to better serve historically and currently underserved and under-resourced communities.

Moving in alignment with the objectives and strategic priorities, the 2023-2025 Competitive Grants Program will center funding around accessibility and inclusivity. Communities that are underserved and under-resourced, including people with disabilities, BIPOC, Oregon's nine federally recognized tribes and LGBTQIA+ communities are encompassed in this focus. Grant funds are intended to support projects that align with Travel Oregon's vision: Oregon is a welcoming destination where tourism drives economic prosperity, benefits the natural environment and celebrates rich, diverse cultures.

Eligible entities must choose between two project categories: *Enhancement and/or expansion of tourism infrastructure to be more accessible/inclusive* **or** *Accessible/inclusive tourism promotion*. Only one option may be requested and only one application may be submitted per entity.

The applicant will also need to show how their specific project ties back to at least one of the four strategic priorities outlined above.

Total funding available for the 2023-2025 Competitive Grants program is \$3.5 million. Of that total, \$500,000 will be dedicated to accessible/inclusive tourism promotion projects. Requests between \$20,000 to \$100,000 will be accepted. No cash match is required. Applications that show additional funds provided through cash or in-kind contributions may be given preference. Projects must be completed by April 14, 2025.

INVOLVING YOUR REGIONAL DESTINATION MANAGEMENT ORGANIZATION (RDMO)

Travel Oregon has identified seven (7) regions within the state through the Regional Cooperative Tourism Program.¹ Each region of the state is represented by a Regional Destination Management Organization (RDMO)².

In order to receive access to the online grant application, applicants must submit a project idea form (letter of intent) that will be shared with their RDMO. Once the form is submitted and reviewed by Travel Oregon, applicants will be provided with a confirmation email to access the grant application. Please note: Review of the letter of intent will occur based on the order received and may take up to 14 days for a response.

Applicants whose application varies substantially from the letter of intent form that has been approved, will be ineligible to receive funding.

Applicants are encouraged to discuss their project idea with their RDMO prior to completing the grant application. RDMOs will **not** write letters of support for applicants, but RDMOs may provide feedback to Travel Oregon for the grant review committee after reviewing the letter of intent form.

Applicants are strongly encouraged to reach out to their local Destination Management Organization (DMO)³ about the grant project idea and request letters of support to enhance their overall application.

II. ELIGIBILITY

ENTITY ELIGIBILITY

Eligible applicants include those listed below that are *doing business* in Oregon and must be able to demonstrate direct work in support of improving the economic impacts of Oregon's travel and tourism industry:

- Local government
- Port districts
- Federally recognized tribes
- Non-profit entities registered with the Oregon Secretary of State's Office

¹ Read more about the Regional Cooperative Tourism Program, including the marketing plans for each region, Industry.TravelOregon.com/RCTP

² For more information about RDMOs, visit Industry.TravelOregon.com/RDMO

³ For more information about DMOs, visit industry.traveloregon.com/industry-resources/destination-marketing-resources/destination-marketing-organizations/

PROJECT ELIGIBILITY

Eligible projects must clearly show alignment to tourism infrastructure that is accessible/inclusive or accessible/inclusive tourism promotion. Though not a comprehensive list of eligible projects, the projects listed below are preferred for funding. Project categories include:

1) Enhancement and/or expansion of tourism infrastructure to be more accessible/inclusive.

Eligible projects include:

- Access point improvements to recreational activities.
- Removal or mitigation of physical barriers and/or obstacles for visitors with mobility or sensory restrictions.
- Improvements to structures, pathways, gates and doorways at tourism-related facilities.
- Multi-language interpretive signage or wayfinding.
- Development of culturally relevant programming, products and/or materials to support placemaking for communities that are underserved and under-resourced.
- Parking/transportation strategies and solutions in areas of high visitation.
- Accessibility and walkability audits.
- Assistive technology infrastructure (including adaptive devices) that service a variety of needs to enhance the visitor experience.
- Planning/feasibility studies for tourism-related facilities (includes attractions, public spaces, visitor experiences).

2) Accessible/inclusive tourism promotion.

Eligible projects include:

- Print/broadcast advertising.
- Digital advertising, including social media and search.
- Content development that supports accessible tourism marketing, including photography and video.
- Familiarization tour support focused on people living with disabilities, communities that are underserved and under-resourced, including BIPOC, Oregon's nine-federally recognized tribes and LGBTQIA+.
- Promotion of guided experiences focused on people with disabilities, under-resourced or under-served communities, including BIPOC, Oregon's nine-federally recognized tribes and LGBTQIA+.

INELIGIBLE PROJECTS AND ACTIVITIES

The following activities are **not** eligible for grants:

- Mobile app development
- Deferred, regular or ongoing maintenance and upkeep
- Cannabis or tobacco tourism-related projects
- Recreational trail construction (with the exception of access improvements of the entrance to a trailhead)
- Restroom construction or improvements

III. FUNDING

REQUESTS FOR FUNDING

No match is required for any funding request. Applications that show additional funds provided through cash or in-kind contributions may be given preference. Requests for funding must range from \$20,000-\$100,000.

IV. DEVELOPING A STRONG APPLICATION

Applicant shows a clear connection to how project is aligned with at least one of the four strategic priorities in the Program Intent section on page 1 of these guidelines.

For accessible/inclusive marketing projects, applicant details what factors are guiding their advertising decisions (demographics/census/audience data). For example: [Here are some of the DEI insights and key performance indicators that Travel Oregon uses.](#)

Applicant shows community/stakeholder engagement/support through narrative answers, supplemental uploads and/or the project budget.

Applicant includes bids for work or proposals from contractors that show the work can be completed in the timeline of the grant (prior to April 14, 2025).

V. REVIEW OF APPLICATIONS; DECISION TO AWARD

All applicants must submit a letter of intent form between 8 a.m. PDT on July 13, 2023 and 5 p.m. PDT on Aug. 18, 2023. Review and approval of the letter of intent will be based upon the order received (submission date). Applicants should plan to have a response to their letter of intent within 14 days from the date of submission. All potential applicants need to submit a letter of intent form by the 5 p.m. PDT deadline on Aug. 18, 2023.

Once the letter of intent has been approved, applicants will be provided access to the online application. Deadline to complete the online application is 5 p.m. on Sept. 15, 2023. No applications or materials will be accepted after the 5 p.m. PDT deadline. Award decisions will be announced by Nov. 15, 2023 via email.

Projects are intended to contribute to the development and improvement of communities throughout the state by means of the enhancement, expansion and promotion of the visitor industry. Applications will be reviewed and decisions to award will be made based on the following:

- Demonstrates an immediate need for the project that is recognized by the community/stakeholders.
- Demonstrates the ability to complete the project in the required timeline (by April 14, 2025).
- Demonstrates that applicant and project meet the eligibility requirements of Section II and Section III and that the application is complete and contains all information required by these grant guidelines.
- Preference given to projects that are identified as an area of focus as the result of an assessment or planning process.
- Preference given to those projects that are listed as eligible projects on page 2 of the grant guidelines.
- Preference given to projects that are part of the rebuilding efforts of communities that have been impacted by wildfire.
- Preference given to entities with required permitting (if needed) secured.
- Applications that show additional funds provided through cash or in-kind contributions may be given preference.

Travel Oregon reserves the right to award grants in amounts totaling less than all funds available under the Competitive Grants Program, to award a different amount than is requested in a grant application, to make changes to the Grant Guidelines or to cancel the Competitive Grants Program in its entirety.

VI. GRANT CONTRACTS

Applicants who are awarded a grant will enter into a contract with Travel Oregon that includes agreements to comply with all guideline requirements and to complete the project as approved.

FUNDING USE/BUDGET AND TIMELINES

Projects will be monitored by Travel Oregon. Grant recipients shall maintain accurate records of how dollars are spent and must agree to provide Travel Oregon with access to these records in a timely manner, when requested. Grant recipients will be required to keep an ongoing, updated timeline and budget throughout the lifetime of the grant. Grant recipients are required to spend awarded funds by April 14, 2025. Any unspent funds will be returned to Travel Oregon.

TRAVEL OREGON RECOGNITION

In many areas of Oregon, a regional style guide has been developed for use by tourism businesses and destination marketers. Grant recipients are encouraged to adopt these guidelines in order to better align with other communication efforts. Travel Oregon may be available to consult on specific design needs.

Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Do not place Travel Oregon recognition on wayfinding signage, unless authorized by Travel Oregon to do so. Grant recipient must submit signage designs to Travel Oregon for review prior to production and placement.

PROJECT DESIGN

Grant recipient shall allow at least two weeks for Travel Oregon to review the project design and provide feedback (timing will depend on the complexity of the project). Grant recipient must cease further grant project design work until feedback from Travel Oregon has been delivered. While grant recipient is not required to make all recommended changes Travel Oregon may provide, recipient must adhere to all grant program requirements. Required recognition will be included in the grant recipient's contract or determined while working with grant recipient.

GRANT REPORTS

Required reports will be submitted through Travel Oregon's online grant management system.

Mid-Project Report

Recipients are required to provide an update on the status of their project and submit a current project budget to Travel Oregon nine months after award notification. The Mid-Project Report is due August 15, 2024.

Accomplishment Report and Final Budget

Recipients are required to complete a final Accomplishment Report. The final project budget along with copies of detailed project expenses (receipts) must be uploaded as part of the report. The Accomplishment Report is due by April 30, 2025.

GRANT FUNDS DISBURSEMENT

Any grant funds not used as approved shall be returned to Travel Oregon pursuant to the grant contract. Projects must be completed within the approved grant timeline. Following approval and execution of contract, an initial disbursement of

50% of the grant award will be sent to recipient. Recipients are eligible to receive up to 90 percent of the remaining awarded funds through a reimbursement system upon invoice and with documentation of expenses. These funds may only be used for costs related to the project and clearly identified in the grant budget. Final disbursement of funds will be sent once the project is complete, the Accomplishment Report has been submitted and the final budget and proof of spending documentation has been reviewed and approved by Travel Oregon.

VII. QUESTIONS

View the 2023-2025 Competitive Grants Program [Frequently Asked Questions page](#) for commonly asked questions. Submit additional questions via email to Grants@TravelOregon.com. Please be aware that email response time may be delayed, but questions will be answered as quickly as possible.

VIII. GRANT TIMELINE

July 12, 2023 – Grant Guidelines available online

July 13, 2023 (8 a.m. PDT) – Letter of intent form available online

Aug. 18, 2023 (5 p.m. PDT) – Deadline to submit letter of intent form

NOTE: Review of the letter of intent will occur based on the order received from July 13-Aug. 18 and may take up to 14 days for a response. The letter of intent must be approved to access the online application.

Sept. 15, 2023 (5 p.m. PDT) – Online application closes

Nov. 15, 2023 – Application status notification

Aug. 15, 2024 – Mid-Project Report due (includes updated project status and current budget)

Apr. 14, 2025 – Project completion deadline (grant funds spent)

Apr. 30, 2025 – Accomplishment Report due (includes final budget and proof of spending)

IX. GRANT APPLICATION CHECK LIST

In order to access the online application form, all applicants must submit a letter of intent form that will be reviewed and approved by Travel Oregon. Once the form is approved, the applicant will receive an email confirmation allowing them to access the application. Applicants whose application varies substantially from the letter of intent form that has been approved will be ineligible to receive funding.

Many of the fields completed on the letter of intent form will automatically populate into the online application.

Access the 2023-2025 Competitive Grants Letter of Intent ONLINE:

[View the letter of intent questions before you begin.](#)

View the [application questions](#) in advance so you are prepared if your letter of intent is approved.

Refer to the [Frequently Asked Questions \(FAQ\) page](#) for troubleshooting.

REQUIRED MATERIALS FOR LETTER OF INTENT

The following uploads are required as part of the letter of intent form:

- ✓ [Travel Oregon Substitute Federal W-9 Form](#) – form must be complete, signed and dated
- ✓ Project Budget ([must use the required form](#))

APPLICATION INFORMATION/REQUIRED DOCUMENTATION

Before beginning the online application, we encourage applicants to gather all information and/or documents required to submit the application:

- ✓ [Travel Oregon Substitute Federal W-9 Form](#) – form must be complete, signed and dated
- ✓ Project Budget ([must use the required form](#))
- ✓ Project Timeline ([sample](#))
- ✓ Project Support Letters (recommended, not required)
- ✓ **Construction Permitting:** Required evidence of approval from permitting authorities for tourism infrastructure development/construction, if required locally.
- ✓ **Signage Project:** Required evidence of approval to place signage.
- ✓ **Distribution Plan:** If producing collateral, you must describe your distribution plan and associated budget costs.

Remember to review section IV. Developing a Strong Application and section V. Review of Applications; Decision to Award to help guide any additional supplemental uploads that may be valuable or additional details to include in your narrative responses.

ONLINE LETTER OF INTENT/APPLICATION

The 2023-2025 Competitive Grants letter of intent form will be available for completion and submission beginning at 8 a.m. PDT on July 13, 2023. All letters of intent must be completed and submitted online by 5 p.m. PDT on Aug. 18, 2023.

Access the letter of intent form (beginning July 13) here: <https://www.grantinterface.com/Home/Logon?urlkey=otc>

Applicants who have previously applied for a Travel Oregon Competitive Grant or an Oregon Wine Country License Plates Matching Grant may use their existing password to log in. Once logged into your applicant dashboard, you can access the letter of intent by selecting “Apply” in the top navigation. All other applicants will need to select “Create New Account” to begin.

Review of the letter of intent will occur based on the order received from July 13, 2023 - Aug. 18, 2023 and may take up to 14 days for a response. The letter of intent must be approved to access the online application.

Travel Oregon will email approved applicants with an invitation to complete the online application. The application will be accessed through this same link: <https://www.grantinterface.com/Home/Logon?urlkey=otc>

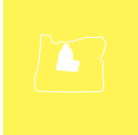
Once you log back into your applicant dashboard after receiving the invitation email, applicants will see the application assigned in the ‘Active Requests’ tab. On the right-hand side, in blue, click ‘Edit Application’. This will take you to the full application. NOTE: You MUST click ‘Edit Application’ to access the application. DO NOT click ‘Apply’ or you will only access the letter of intent form.

All applications must be completed and submitted online by 5 p.m. PDT on Sept. 15, 2023. All submissions are final. Be sure to triple-check your work prior to submitting the application.

OREGON'S SEVEN REGIONAL DESTINATION MANAGEMENT ORGANIZATIONS

RDMO: REGIONAL DESTINATION MANAGEMENT ORGANIZATION

The Oregon Tourism Commission has identified seven (7) regions within the state. Each region has one DMO to act as its Regional Destination Management Organization (RDMO). RDMO's submit regional plan proposals for use of state dollars for the Regional Cooperative Tourism Program (RCTP). By leveraging state dollars along with private and public resources, the RDMO's work with Travel Oregon to bolster Oregon's tourism economy. RDMO contact information is listed below.



CENTRAL OREGON

Visit Central Oregon
visitcentraloregon.com | 800.800.8334
Kristine McConnell,

kristine@visitcentraloregon.com

**Counties: Jefferson, Deschutes, Crook, South Wasco County*



MT. HOOD AND COLUMBIA RIVER GORGE

Mt. Hood and Columbia River Gorge Regional
Tourism Alliance

hood-gorge.com | 971.378.4006

Lizzie Keenan, lizzie@hood-gorge.com

**Counties: Hood River, portions of Wasco, Multnomah and Clackamas*



EASTERN OREGON

Eastern Oregon Visitors Association
visiteasteroregon.com | 541.970.4551
Alana Garner Carollo,

execdirector@visiteasteroregon.com

**Counties: Sherman, Gilliam, Wheeler, Morrow, Union, Umatilla, Wallowa, Grant, Baker, Harney, Malheur*



OREGON COAST

Oregon Coast Visitors Association
visittheoregoncoast.com | 541.819.9240
Arica Sears, deputy@thepeoplescoast.com

**Counties: Clatsop, Tillamook, Lincoln, Coos, Curry, portions of Lane and Douglas*



PORTLAND REGION

Travel Portland
travelportland.com | 503.568.5119
Amanda Lowthian, amanda@travelportland.com

**Counties: Washington, Columbia, portions of Multnomah and Clackamas*



SOUTHERN OREGON

Travel Southern Oregon
southernoregon.org | 541.326.2640
Bob Hackett, bob@southernoregon.org

**Counties: Klamath, Lake, Jackson, Josephine, portions of Douglas*

ACCESS AND DOWNLOAD REGIONAL
TOURISM PLANS
<https://industry.traveloregon.com/opportunities/programs-initiatives/regional-cooperative-tourism-program/>



WILLAMETTE VALLEY

Willamette Valley Visitors Association
willamettevalley.org | 971.388.6185
Katie McFall, katie@willamettevalley.org

**Counties: Yamhill, Polk, Benton, Marion, Linn, portions of Lane and Clackamas*

Photo credit on cover page: Christian Heeb



wheel the world.com

We're an accessible travel booking platform with **detailed and verified accessibility information**, designed for people with accessibility needs to travel.

THE WORLD'S LEADING SOLUTION
FOR ACCESSIBLE TRAVEL



Leadership Team



**Álvaro
Silverstein**
CEO

CS Engineer • UC Berkeley MBA •
Experience in Consultancy and
Startups • Disability Activist



**Camilo
Navarro**
COO

BBA & Economics • UC Berkeley
MBT • Former Marketplace &
Hospitality Executive • Instructor
UC Berkeley



**Yoel
Waisberg**
Head of Business Dev.

Founding Team • Angel Investor •
BA in Business Admin. • Master in
Finance • Team Leadership •
Venture Capital

BerkeleyHaas

Matrix
Consulting

Berkeley FALABELLA
UNIVERSITY OF CALIFORNIA

UNIVERSIDAD ADOLFO IBÁÑEZ

UTS UNIVERSITY OF TECHNOLOGY SYDNEY

Impacta.vc

ACCELERATION
ALUMNIS:

Booking.com



Google Developers

Launchpad Accelerator

facebook
COMMUNITY
LEADERSHIP PROGRAM

PLUGANDPLAY

Problem



People with disabilities face several challenges when planning & booking their trips



Accessibility information is not reliable & is **not online**



Accessibility needs differ for each person



Current solutions **don't guarantee** accessibility

Their biggest problems in numbers

81%

Have dealt with
inaccessible
showers or tubs.

52%

Have encountered beds
that were too high for
them.

54%

Of our users had
problems when booking
a room at check-in.

15%

Of the world population
are living with a
disability. Population
continues to age

Travelers with accessibility needs spend **\$120 B**

EVERY YEAR IN TRAVEL*



15M US Americans with disabilities travel at least once every year



They travel with one companion



They are taking **40M** trips per year

* Just on accommodations, tour & activities

Source: Open Doors Study 2020



Booking Solution to allow people with disabilities plan & book



Places to
Stay



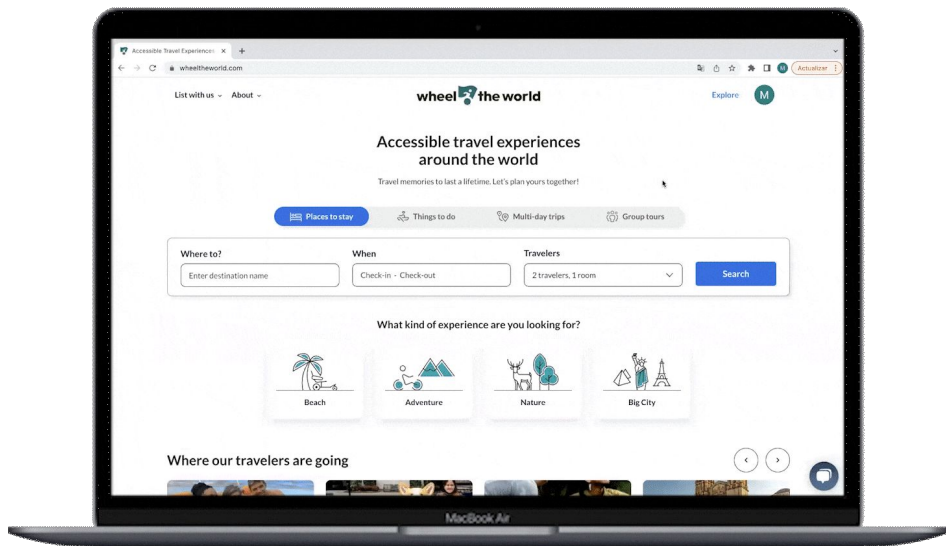
Things to Do



Multi-day
Trips



Group tours



We **tailor** a unique user experience by matching travelers with **accommodations** that fit their needs.

Personal Accessibility Match [How it works](#)

Partial

Adequate

Outstanding

Your match

Personal Accessibility Match

Building

Entrance Adequate

- ✓ Door width of 80 cm or more (ADA)
- ✓ Step-free
- ✓ Stair handrails

Lobby Adequate

- ✓ Door width of 80 cm or more (ADA)
- ✓ Step-free
- ✓ Stair handrails

Bedroom

Entrance Adequate

- ✓ Door width of 80 cm or more (ADA)
- ✓ Step-free
- ✓ Easy to use faucet handle
- ✗ Easy to use door handle

DMO's biggest accessibility related problems:



1.Lack of Accessibility information: destinations information is not accurate & centralized. This creates **barrier for visitors** with accessibility needs.



2.Lack of Booking Solution: destinations do not have an easy solution for people with disabilities to book an hotel, tours or activities with reliable information and customer support.



3.Lack of Training: Industry partners are not trained to provide suitable service for people with disabilities.



4.Lack of Awareness & Communication: Lack of information & content makes destinations unable to market & attract people with disabilities to visit them.



How can you help YOU solve these problems?

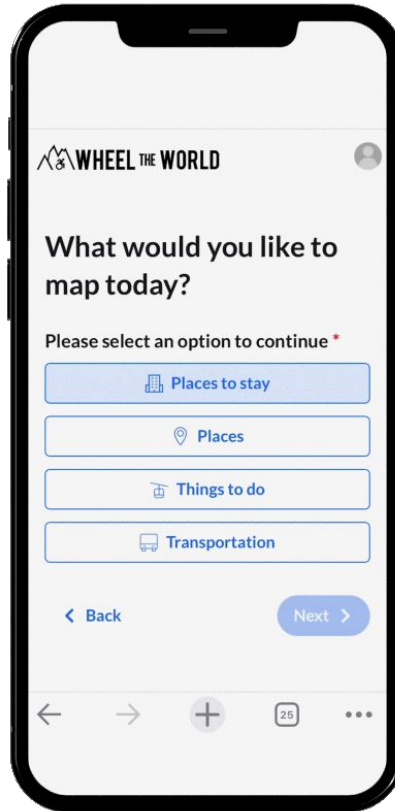
Our integrated solution will help your destination to attract people with accessibility needs and reach a new market.

Accessibility Insights / Booking Solution / Trainings / Media Solution

Problem 1: Lack of accessibility information

Solution:
**We raise accessibility
information and provide
Insights of your services**
(Assessments to
understand how and why
to improve accessibility)
which are then
transformed into listings,

How we do this



Accessibility insights

December 2022

Sheraton Mesa Hotel at Wrigleyville West

860 N Riverview, Mesa, AZ 85201, United States



Thanks for trusting WTW to check your accessibility!

By mapping your facilities, we can provide details to travelers with disabilities to enhance their experience. That's why we made this summary about your property's accessibility. We mark in orange and red what can be improved, and we have included ideas to make those items more accessible. Once you've made any changes, we can update this summary. See your property listed on our website at the following link: <https://wheeltheworld.com/>

Building entrance

Are there any steps to enter the building?

No

Well done!

A step or stairs are barriers for people with reduced mobility and wheelchair users. More steps make access more difficult, and sometimes, impossible. If an entrance has steps, there should always be an alternative accessible entrance available. Stairs should always provide accessible features like handrails so that people with reduced mobility, and everyone, can safely use them.

Select the type of entrance available other than steps

Entrance at ground level

Well done!

An entrance at ground level is universally accessible and highly recommended. Accessibility can sometimes be segregating, for example, the main entrance may have steps, forcing people to use an isolated accessible entrance. A step-free entrance at ground level avoids segregating based on accessibility.

The entrance should be step-free, or equipped with a ramp, lift, elevator or a similar device.

What type of guidance is available at the reception for persons with hearing disabilities?

None

How to improve?

We highly recommend offering different alternatives for the different types of hearing disabilities. An excellent choice is to have both visual notifications for the profound deaf and a Hearing Loop available for those that are hard of hearing. We need to consider that hearing disabilities are a spectrum, so every type of hearing loss should be taken into consideration, from hard of hearing to profound deaf.

Problem 2: Lack of booking solution

Solution:

Website + Booking Solution
Transform the accessibility information into **listings** of your services through a special website so visitors can:

- Discover why your destination is an attractive & accessible place to visit
- Find detailed accessibility information
- Book verified services in 2 clicks

Website Solution

WHEEL THE WORLD

Hampton Inn Chicago Downtown/Magnificent Mile
★★★★★ Hotel - All Inclusive
160 East Huron Street, Streeterville, Chicago Show map

Feb 8, 2022 to Feb 23, 2022
2 rooms - 2 Adults - 1 Minor

Accessible rooms

Single King

Single King

Guaranteed accessibility features

- ✓ Roll-in shower
- ✗ Free turning space
- ✓ Smooth flooring
- ✓ Toilet grab bars

See all features

Set up your cancellation policy
More details on all policy options

Some policies may have breakfast or extras available.

☐ Non-refundable + \$0

☐ Fully refundable before Feb 11 + \$16

☒ Fully refundable before Feb 15 + \$19

Extras

☒ No extras + \$0

☐ Breakfast + \$16

\$120 USD / Night
Total \$480 USD / 4 Nights
+ \$45 USD taxes

Book this room

Double Queen - Accessibility information

Vas a encontrar recomendaciones para manual wheelchair. Pronto vamos a tener mas opciones :)

Bathroom accessibility information

Bathroom entrance	Shower
Access	Shower type
Door width	Shower grab bars
Bathroom door direction	Handheld showerhead
Door operation	Lowest showerhead height
Bathroom interior	Shower seat
Tipo de suelo	Emergency cord
Turning space	Sink
Toilet	Total sink height
Yes	Space under sink
Type of toilet grab bars	Closet railing altura
Toilet height	Switches, lights, etc
	Light dimmer
	Light switches altura
	Power outlets altura

Check a listing [Example Here](#)

List your services accessibility information / Instant booking / Personalized support

Come visit Mesa with guaranteed accessibility!

Accommodations and activities to enjoy your trip with accessible information verified by our team. Photos and measurements included!



Accessibility certified so you can travel with peace of mind

010

Accommodations

012

Activities

011

Restaurants

Accessible experiences for a lifetime

Wheel the World and Visit Mesa's mutual effort encourages people with disabilities to travel and enjoy unforgettable experiences with their loved ones.

There is a world out there and our mission is to help everyone explore it without limits!

Take a look at our notes to know more about Mesa!

- [Fun and accessible things to do](#)
- [A guide to the best accessible restaurants](#)
- [Top 5 accessible hotels for a comfortable stay](#)



Accommodations

Get all the accessibility details of every certified hotel.

[Find out accommodations](#)



Activities

Check out these unbeatable experiences with certified accessibility.

[Find out activities](#)



Restaurants

Enjoy accessible restaurants during your next visit.

[Find out restaurants](#)

Mesa is mapped by our team with the collaboration of the city tourism offices

Accessibility features we map:

- ☒ Room: entrance, spaces, bed and closet.
- ☒ Bathroom: access, interior, toilet, shower and sink.
- ☒ Building access, lobby, breakfast area and common spaces.



Your hotel, restaurant, transportation or accessible experience can be shown here!



Wheel the World can join efforts in your city! Contact our team so we can map the accessibility and offer travel options together. [Contact us](#)



Interested in learning more about accessibility? Join our online training for free! Use the code [VISITMESA] and access to Wheel the World Academy. [Start learning](#)

Problem 3:

Lack of training to offer
a accessible services

Solution:

Trainings

Improve your partner's
knowledge of accessible
tourism, and get them
certified with

Wheel the World Academy

EMPOWER

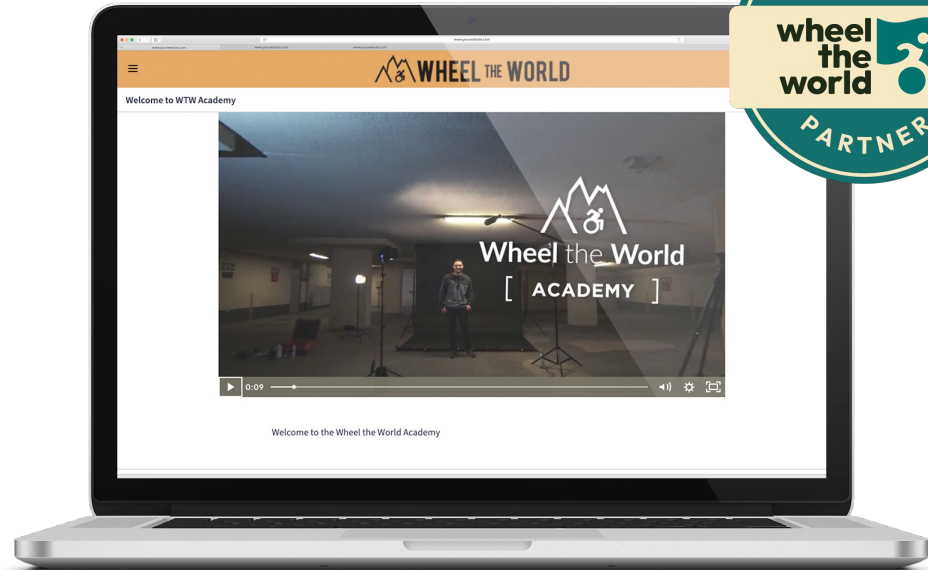
Your partners by learning about
accessibility & disabilities

ELIMINATE

Barriers for travelers with
disabilities at your destination.

IMPROVE

Your traveler's experience / Less
complaints from travelers



***Every partner will get their own certification seal after finishing the online training.**

wheel  the world.com

Problem 4:

Lack of awareness & communication

Solution:

Promotion & Audiovisual Content

Be promoted through Blog Posts, Google Ads (SEO), Social media post, Influencers, Email Marketing & Campaigns.

Receive a high quality video clip, SM clips, photos and raw content.



All media developed with accessibility focus and high performance keyword results.

Verified Partners

VISIT **FLORIDA**



Charlottesville
— VIRGINIA —

Visit
tucson



essential
COSTA RICA



VISIT **MESA**
CITY LIMITLESS

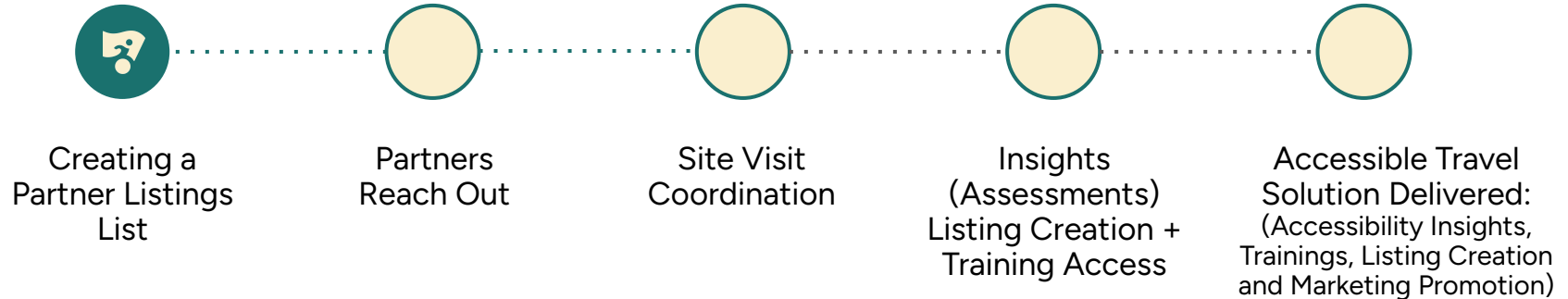
Visit
Vacaville

TRAVEL
PORTLAND



How does it work?

We Provide an End to End Solution, nothing needs to be done by the partner nor the DMO



We will keep you updated every step of the way (2 to 3 months)

Destination Verified Package Plans:

Display verified accessibility information

[Assessments / Reports](#)

Get your destination assessed and learn how to improve.

Get a booking solution for your destination

[Website Solution](#)

Let us create accessible products and the website to allow visitors with accessibility book trips to your destination

Train your partners on the latest accessibility standards

[Wheel the World Academy](#)

An provide the ultimate experience for guest with accessibility needs.



# N of services mapped /sites	10 listings	20 listings	30 listings	50 listings	70 listings
Price (One Time Fee)	\$15,000	\$21,000	\$30,000	\$47,500	\$65,000

All Plans include assessments/reports , website /booking solution and training for all your partners

Media Solution Plans

Boost your awareness & communication

Campaigns & Content

Promote and build awareness of your destination to attract people with disabilities.

Marketing Campaigns

- Blogs
- Search Engine Opt. (SEO)
- Social Media Posts
- Influencers Campaigns
- Email Marketing
- Campaigns

Audiovisual Content

- Videoclip.
- Clips for SM.
- 40 pictures.
- Raw Content.

[Watch our content video](#)

Category	Basic	Pro (Basic+)	Premium (Pro+)
Promotion	Blogs & Influencer (s) SEO optimization \$5,000	SM posts Display campaigns \$10,000	Email MKT campaigns Digital investment \$20,000
Audiovisual content	Video \$30,000	Video \$30,000	Video \$30,000
Total Price (Promotion + Content)	\$35,000	\$40,000	\$50,000
Campaign reach	Organic	1M	4M

(most popular)

BEST IN TRAVEL 2021

BEST IN
TRAVEL

2021

DIVERSITY AND
INCLUSIVITY
AWARD

Skift

TRAVEL
PULSE

lonely planet

TRAVEL+
LEISURE

CNN



wheel  the world.com



[GET IN CONTACT](#)

95 3rd Street, San Francisco, California 94103



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023 .....		..... Financial Audit Report for fiscal year 2021-2022	
Time Needed:			
..... 30 Minutes			
Financial Impact:		Description and Background:	
None		Presentation and Review of the FY2021-22 Financial Audit by Amanda	
Category:		McCleary, of MossAdams LLP	
<input checked="" type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
.....			
Attachments:		Instructions Once Approved:	
1. 2021-2022 Audit 2. 2021-2022 Transit Service District Audit			
Contact Person – Name and Department:		Date Submitted:	
..... Frank Jerome, Finance Director .....		..... 8/7/23	



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
8/16/23	New Positions - Code Enforcement Officer and Community Resource Officer	
Time Needed:		
10 minutes		
Financial Impact:	Description and Background:	
TBD	<p>This item requires a discussion regarding two new positions; a Community Resource Officer and a Code Enforcement Officer.</p> <p>The Community Resource Officer would operate under the purview of the Sheriff's Office and would assist in the facilitation of resources to community members, enforce parking regulations, and monitor camping throughout the unincorporated areas of the County.</p> <p>The Code Enforcement Officer would be supervised by the Director of County Operations/BOC and focus on Building and Planning (CCZO) violations. This position is similar to the prior Code Enforcement position, however, does not include the obligation to handle animal control services.</p> <p>This item seeks preliminary review and approval. If approved, salary classifications will be needed for these two positions prior to their adoption.</p>	
Category:		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve the proposed job descriptions for salary classifications prior to their adoption.		
Attachments:	Instructions Once Approved:	
1. Code Enforcement Officer JD 2. Community Resource Officer JD 3. 4. 5.	Send Job Descriptions to Julie Swift Schedule Adoption for next Board Meeting	
Contact Person – Name and Department:		Date Submitted:
Ted Fitzgerald, Director of County Operations		8/10/23

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Code Enforcement Officer

EXEMPT: No

SALARY LEVEL:

SUPERVISOR: Director of County Operations

PREPARED BY: Director of County Operations

August 2023

POSITION SUMMARY:

The Code Enforcement Officer is a non-sworn uniformed position who works at the direction of the Director of County Operations to identify and resolve violations of Curry County Zoning Ordinances and State Building Code. This Officer is authorized by Order of the Board of Commissioners to enforce specific sections of County Code and State Law. This position also provides information to residents, businesses, and other complainants in resolving concerns and complaints.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Manages complaints and inquiries from the public and provides information regarding Code Enforcement program and policies. Receives, reviews, and acknowledges code compliance complaints and referrals. Participates in and provides guidance and advice on the development of new codes or revisions to existing codes related to enforcement of violations. Maintains cordial public relations with residents and businesses, community organizations, and other government entities.

Enforces State and Local Building Code and County Code, specifically Curry County Zoning Ordinances ("CCZO") pertaining to Planning, Erosion Control and other related issues. Investigates complaints and prepares warnings and citations for violations of Building Code and CCZO, erosion control, and other related issues as directed. Performs field inspections to determine violations and necessary abatement procedures.

Assists in the development of effective code enforcement programs for compliance with County Code. Prepares written statistical reports for analysis of program activities. Prepares reports and referrals to the Board of Commissioners and Director of County Operations regarding Code Enforcement activities and necessary abatement actions as directed. Provides sworn testimony on conditions or enforcement and may appear in court representing the County. Coordinates with local law enforcement regarding potentially harmful incidents or for follow-up assistance.

Ability to coordinate with other County departments and divisions to ensure the highest level of service to the public and citizens. Adheres to County policies and procedures. Works rotating shifts and adjusted work schedules which may include holidays and weekends; works overtime when required.

SUPERVISION RECEIVED:

This position works under the supervision of the Director of County Operations, who reviews actions for accuracy and conformance to established procedures.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not the responsibility of an employee in this class.

QUALIFICATION REQUIREMENTS:

Efficiently plan, organize and direct work schedules to meet deadlines on a daily, weekly, monthly and annual basis. Maintain good working relations with citizens, other County departments, employees, officials, community leaders, vendors, etc. Ability to use tact to defuse tense situations. Knowledge of effective communication techniques. Has the willingness to implement and be involved in new processes, the ability to adjust to changes in procedures, and be involved in problem solving.

Must be able to pass a criminal background check.

EDUCATION AND/OR EXPERIENCE:

A candidate for this position should have a High School Diploma, a GED, or equivalent.

Ability to read and understand codes, ordinances, and regulations such as State and County Building Codes, County Code, Curry County Zoning Ordinances, etc.

Must possess a valid Oregon Driver's License. If the candidate possesses a Driver's License from another State, they must have the ability to obtain an Oregon Driver's License within thirty (30) days of employment.

Any satisfactory equivalent combination of experience and training that demonstrates the required knowledge and abilities may be substituted for specific requirements.

PHYSICAL DEMANDS:

The physical demands of this position are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical capability to handle high mobility demands and complex personal interactions.

Tasks involve the ability to exert moderate to strenuous physical effort in light to heavy work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate to heavy weight (up to 50 pounds).

WORK ENVIRONMENT:

Duties are performed in a variety of temperature conditions, including wind, rain and other adverse weather conditions. Encounters occasional hazardous situations and conditions. Physically demanding work environments. Work in high-risk situations. Tasks may be performed with exposure to adverse environmental conditions, such as dirt, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, animals/wildlife, toxic/poisonous agents, violence, disease, or pathogenic substances.

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Community Resource Officer

EXEMPT: No

SALARY LEVEL:

SUPERVISOR: Curry County Sheriff

PREPARED BY:

August 2023

POSITION SUMMARY:

The Community Resource Officer ("CRO") is a non-sworn uniformed position who serves as a community resource to enhance the mission of the Curry County Sheriff's Office ("CCSO") by resolving problems and acting as a liaison. The CRO assists with public education, crime prevention, County ordinance and code enforcement, and coordinates services to promote a professional response to the citizens of Curry County. The CRO is responsible for issues and concerns that are ongoing or simply demand more attention or time than can be reasonably allotted during the course of a routine CCSO patrol call.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Enforces County Code and Ordinances as directed by supervision or policy. Performs field investigations and inspection duties to assist in the development of effective code enforcement programs for compliance with County Code. Prepares written statistical reports for analysis of program activities. Prepares reports and referrals to the County Sheriff and Director of County Operations regarding Code Enforcement activities and necessary follow-up actions. Provides sworn testimony on conditions or enforcement and may appear in court representing the County.

Manages complaints and inquiries from the public and provides information regarding Community Resource Officer policies. Receives, reviews, and acknowledges code compliance complaints and referrals. Prepares and issues verbal and written warnings to responsible parties regarding code violations for parking, abandoned vehicles, prohibited camping, and other related issues.

Interprets nuisance abatement, camping regulations, illegal parking, environmental health regulations, and County Code provisions as they pertain to related enforcement activities. Meets with alleged violators in attempts to achieve compliance consistent with County policy and State law. Initiates field contacts to include camping, resource facilitation, nuisance abatement, parking, crime prevention, and public relations. Monitors progress of abatement by responsible parties.

Removes abandoned vehicles from County and public property in accordance with County Code. Provides information and guidance to property owners for the removal of abandoned vehicles located on their property. Assists with traffic and crowd control during large events or incidents.

Participates in community events and activities to promote positive relationships and build trust. Acts as a resource for citizens and identify resources needed. Acts as a liaison with the community to provide information, direction and referrals to services. Collaborates with other agencies and organizations to provide a high level of coordinated resources and services. Maintains cordial public relations with residents and businesses, community organizations, and other government entities. Identifies and addresses community concerns related to crime and safety.

Operates CRO vehicle under varying conditions, on roadways, and in pedestrian movement from routine to emergency situations. Works rotating shifts and adjusted work schedules which may include holidays and weekends; works overtime when required. Adheres to County policies and procedures.

SUPERVISION RECEIVED:

This position works under the supervision of the Curry County Sheriff, who reviews actions for accuracy and conformance to established procedures.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not the responsibility of an employee in this class.

QUALIFICATION REQUIREMENTS:

Efficiently plan, organize and direct work schedules to meet deadlines on a daily, weekly, monthly and annual basis. Maintain good working relations with citizens, other County departments, employees, officials, community leaders, vendors, etc. Ability to use tact to defuse tense situations. Knowledge of effective communication techniques and safe driving principles and practices. Has the willingness to implement and be involved in new processes, the ability to adjust to changes in procedures, and be involved in problem solving. Must be able to pass criminal background check.

JOB DESCRIPTION

JOB TITLE:

Community Resource Officer

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EDUCATION AND/OR EXPERIENCE:

A candidate for this position should have a High School Diploma, a GED, or the equivalent; and at least one (1) year of related work experience.

Ability to read and understand codes, ordinances, and regulations related to public property, parking, non-criminal law enforcement, and other public safety laws. Works well under pressure and remains calm in emergency situations.

Must possess a valid Oregon Driver's License. If the candidate possesses a Driver's License from another State, they must have the ability to obtain an Oregon Driver's License within thirty (30) days of employment.

Any satisfactory equivalent combination of experience and training that demonstrates the required knowledge and abilities may be substituted for specific requirements.

The successful candidate will receive training in court presentation, issuance of citations, and de-escalation tactics prior to beginning work in this position.

PHYSICAL DEMANDS:

The physical demands of this position are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical capability to handle high mobility demands and complex personal interactions.

Tasks involve the ability to exert moderate to strenuous physical effort in light to heavy work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate to heavy weight (up to 100 pounds).

WORK ENVIRONMENT:

Duties are performed in a variety of temperature conditions, including wind, rain and other adverse weather conditions. Encounters occasional hazardous situations and conditions. Physically demanding work environments. Work in high-risk situations. Tasks may be performed with exposure to adverse environmental conditions, such as dirt, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, animals/wildlife, toxic/poisonous agents, violence, disease, or pathogenic substances.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
August 16, 2023		Third Reading – Ordinance Restricting the Retail Sale of Animals	
Time Needed:			
5 minutes			
Financial Impact:		Description and Background:	
None		<p>This ordinance is designed to support existing Curry County pet shops and ensure that future businesses adhere to a humane business model. In addition, this ordinance would prevent fraud against consumers due to misinformation or lack of information regarding an animal's health causing costly veterinary expenses that may cause undue hardship to the consumer. Commercially bred puppies and kittens are often kept in deplorable, inhumane conditions often contributing to physical, physiological, as well as psychological issues, disease and abnormalities.</p> <p>At the second reading of this ordinance, certain changes were proposed that warranted a third review and reading of the ordinance prior to its adoption.</p>	
Category:			
<input type="checkbox"/> Action/Discussion			
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
<input checked="" type="checkbox"/> Public Hearing			
Requested Motion:			
Approve proposed Ordinance and adopt Article Four, Division Three of County Code.			
Attachments:		Instructions Once Approved:	
1. Proposed Ordinance		File with County Clerk	
2. Proposed County Code provisions		Copy to Legal Counsel	
3.			
4.			
Contact Person – Name and Department:		Date Submitted:	
Ted Fitzgerald, DCO		August 10, 2023	

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

**In the Matter of an Ordinance Adopting)
Article Four, Division Three of County) ORDINANCE NO. _____
Code)
(Restriction on the Sale of Animals in)
Retail Establishments))**

WHEREAS, inhumane conditions in puppy and kitten mill facilities can lead to health and behavioral issues with animals, which many citizens are unaware of when purchasing animals from retailers due to both a lack of education on the issue and, in some cases, misleading tactics of retailers; and

WHEREAS, the lack of enforcement resources at local, state and federal levels allows many inhumane animal mills to operate with impunity; and

WHEREAS, due to growing awareness and education across the country, hundreds of cities and counties have enacted regulations addressing the sale of animal mill animals; and

WHEREAS, restricting the retail sale of dogs and cats to only those sourced from legitimate animal welfare organizations is likely to increase demand for animals from legitimate organizations and thereby reduce the number of abandoned animals and animal control costs; and

WHEREAS, the County finds it reasonable to restrict the sale of dogs, and cats to only those sourced from legitimate organizations.

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

SECTION I TITLE

This Ordinance shall be known as Ordinance No. _____ and may be cited as “Ordinance Adopting Article Four, Division Three of Curry County Code regarding Restriction on the Sale of Animals in Retail Establishments.”

SECTION II AUTHORITY

This Ordinance is enacted pursuant to the authority of ORS 203.035 and any subsequent amendments thereto.

SECTION III PURPOSE

The purpose of this Ordinance is to codify a restriction regarding the sale of animals in retail establishments.

SECTION IV ADOPTION

The provisions of this Ordinance and the attached Article Four, Division Three, incorporated herein by reference, are hereby adopted and shall be effective ninety (90) days from the date of this Ordinance; and shall remain in force and effect until otherwise ordained by the Board of Curry County Commissioners.

SECTION V SEVERANCE CLAUSE

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or the attached Code, or any part thereof, is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The legislative body hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any provision be declared unconstitutional or otherwise invalid.

SECTION VI EFFECTIVE DATE

This Ordinance shall become effective on the 14th day of November, 2023.

DATED this ____ day of August, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

John Herzog, Chair

Approved as to Form:

Brad Alcorn, Vice Chair

Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Jay Trost, Commissioner

First Reading: July 19, 2023

Final Reading: August 16, 2023

Effective Date: November 14, 2023

ARTICLE FOUR

DIVISION THREE

RESTRICTIONS ON THE SALE OF ANIMALS IN RETAIL ESTABLISHMENTS

SECTION 4.03.010

PURPOSE

Due to the historical lack of enforcement resources at local, state and federal levels allowing many inhumane animal mills to operate with impunity, the County finds it reasonable to restrict the sale of dogs, cats and rabbits to only those obtained from legitimate sources in an effort to increase demand for animals from legitimate organizations and breeders, as well as reducing the number of homeless animals and mitigating animal control costs incurred by the County.

SECTION 4.03.020

DEFINITIONS

The following terms used in this Division shall have the meanings set forth below:

“Animal Rescue Organization” means any non-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United State Internal Revenue Code, whose mission and practice, is in whole or in significant part, the rescue and placement of animals in permanent homes. This does not include an entity that acts as a Breeder or Broker, or one that obtains animals from a Breeder or Broker for retail sale or other profit and compensation.

“Board” means the Curry County Board of Commissioners.

“Breeder” or **“Non-Commercial Breeder”** means a person that maintains a dog, cat, or rabbit for the purpose of breeding and selling their offspring. This excludes any Commercial Breeder of dogs, cats or rabbits as defined by this Section.

“Commercial Breeder” means a person or organization that provides dogs, cats, or rabbits for sale to Brokers or Pet Stores and other commercial retail establishments by and through a Broker, as defined in this Section.

“Broker” or **“Commercial Broker”** means a person that transfers a dog, cat or rabbit from a Breeder for resale by another person; or any person or entity who brokers or otherwise acts as an intermediary in the purchase and sale of dogs, cats, or rabbits who is not the Breeder of the dog, cat, or rabbit being purchased or sold.

“Offer” means to advertise for sale, sell, offer for adoption, advertise for the sale of, barter, auction, or otherwise sell a dog or cat.

“Online Sales” means when a retail establishment operating as a “Pet Store” engages in the sale of dogs, cats, or rabbits via the internet.

“Pet Store” means an establishment, whether physical or virtual, where dogs, cats, or rabbits are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail; and does not include Animal Rescue Organizations.

SECTION 4.03.030**RESTRICTION ON THE SALE OF ANIMALS**

No individual or Pet Store shall sell, deliver, offer for sale, barter, auction, give away, engage in online sales, or otherwise transfer or dispose of dogs, cats, or rabbits that originated from a Commercial Breeder as defined in this Division or were obtained through a Broker, as defined in this Division. This Section does not prohibit pet store sales of dogs, cats, or rabbits obtained from Breeders as long as the dog, cat or rabbit has not been procured through a Broker, as defined in this Division.

SECTION 4.03.040**ALLOWABLE ANIMAL SALES****4.03.041****Pet Store Exhibition of Rescue Animals**

Pet Stores may collaborate with legitimate Animal Rescue Organizations, as defined in this Division, to offer space for such entities to showcase adoptable dogs, cats or rabbits, provided the Pet Store does not have any ownership interest in the animals offered for adoption.

4.03.042**Pet Store Sale of Non-Commercially Produced Animals**

Pet Stores may offer for sale dogs, cats, or rabbits procured through a Non-Commercial Breeder, as defined by this Division, provided that the Pet Store does not have any ownership interest in the animals offered for sale.

4.03.043**Animal Rescue Organizations**

Animal Rescue Organizations may offer dogs, cats, and rabbits for adoption regardless of their origin; provided, however, that the Animal Rescue Organization may not purchase the animal from a Broker, as defined by this Division, for the purpose of offering the animal for retail sale.

SECTION 4.03.050**PENALTIES & ENFORCEMENT****4.03.051****Fine**

Violation of any provision of this Division is punishable by a fine not less than \$1,000.00 nor more than \$3,000.00 for the first offense; and for the second and subsequent offenses, not less than \$2,000.00, nor more than \$5,000.00.

4.03.052**Separate Offenses**

Each day that a violation occurs will be considered a separate offense. Each dog, cat, or rabbit offered for sale in violation of this chapter shall constitute a separate violation.

SECTION 4.03.060**NONEXCLUSIVE REMEDY**

The remedies described in this chapter shall not be the exclusive remedies of the County for violations of this Division.