

In the Matter of Correcting)	Notice Correcting Scrivener's Error
Scrivener's Error)	to Correct Allocation Information
)	
)	Order 23021
)	

Certificate of Re-filing (Book of Record)

CJ 2021-428

Below signed Curry County Legal Counsel, pursuant to Curry County Ordinance No. 17-05, hereby provides notice of correction of scrivener's error, to wit:

_____ Erroneous order/resolution number:

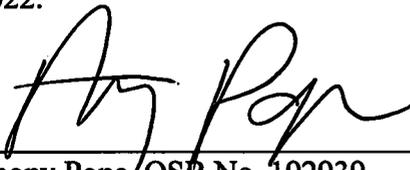
_____ Erroneous exhibit: _____

XX Other: Original Order omitted the External Examination Contract attachment.
The complete and correct attachment is provided herein.

The prior Order No. 23021, bearing a filing date of December 28, 2021, accompanies this notice.

**RE-FILED AT THE REQUEST OF CURRY COUNTY LEGAL COUNSEL TO
CORRECT ORDER NO. 23021 PREVIOUSLY RECORDED AS DOCUMENT NUMBER
CJ 2021-428**

Dated this 7th day of MARCH, 2022.



Anthony Pope, OSB No. 192939
Curry County Legal Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of Authorizing the District)
Attorney to Enter in to a Contract)
providing External Examination)
Services)

ORDER NO. 23021

WHEREAS, the current arrangements made by the District Attorney require external examinations performed in Central Point, when necessary, and

WHEREAS, an individual has proposed to conduct external examinations for the District Attorney in Brookings, a much more efficient process and in the best interest of the County.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Curry County District Attorney is authorized to enter into the attached Contract for External Examinations to be performed in Brookings, Oregon by Michelle Greene.

DATED this 15th day of December, 2021.

BOARD OF CURRY COUNTY COMMISSIONERS



John Herzog, Chair



Christopher S. Paasch, Vice Chair

Approved as to Form:



Anthony Pope, OSB # 192939
Curry County Legal Counsel



Court Boice, Commissioner 12/16/21

**CONTRACT FOR EXTERNAL EXAMINATIONS
CURRY COUNTY DISTRICT ATTORNEY**

This Contract is entered into on the date last set forth below by and between Curry County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and hereinafter called "COUNTY" and Michelle Greene hereinafter referred to as "CONTRACTOR", which parties do hereby agree as follows:

SECTION 1. SCOPE OF WORK AND COMPENSATION; SPECIAL PROVISIONS

The scope of the work, compensation, and special provisions, if any, are attached as Exhibit A and incorporated into this Contract herein.

SECTION 2. STATUTORY PROVISIONS

Statutory Provisions are attached as Exhibit C and incorporated into this Contract herein.

SECTION 3. NOTICE

A. The designated Curry County representative for administration of this Contract is:

Josh Spansail, District Attorney
Curry County District Attorney
94235 Moore Street, Suite 232
Gold Beach, OR 97444
(541) 247-3298
Spansailj@co.curry.or.us

B. The designated Contractor representative for administration of this Contract is:

Michelle Greene
.423 Fir Street
Brookings, OR 97415
(541) 251-2135
celtcomm@gmail.com

SECTION 4. ALL COSTS BY CONTRACTOR

CONTRACTOR shall, at its own risk and expense, perform the work described and, unless otherwise specified, furnish all labor, equipment, materials, and permits required for the proper performance of such work. The risk of loss for such work will not shift to COUNTY until written acceptance of the work by COUNTY.

SECTION 5. QUALIFIED WORK

CONTRACTOR has represented, and by entering into this contract, now represents that all personnel assigned to the work required under this Contract are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed, or bonded by the State of Oregon, CONTRACTOR and its personnel are so

registered, licensed, and bonded. Performance of this contract requires CONTRACTOR to have a working knowledge of the State Medical Examiner case management system, MDILog. Each examination record, including the death investigation narrative for such examination must be entered in to the MDILog case file.

SECTION 6. WARRANTY

CONTRACTOR warrants to COUNTY that all materials and equipment furnished or in any way used to conduct business pursuant to this Contract will be new unless otherwise specified. CONTRACTOR warrants to COUNTY that all work will be of good quality and free from any defect and in conformance with this Contract. Work not conforming to contract specifications shall be considered defective.

SECTION 7. OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR pursuant to this Contract shall be the property of COUNTY.

SECTION 8. INDEMNIFICATION

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless Curry County and its employees against any and all loss, damage, liability, claim, demand, or cost resulting from injury or harm to person(s) or property (including, without limitation, CONTRACTOR'S employees or property) to the extent arising out of or in any way connected with CONTRACTOR'S performance hereof. CONTRACTOR'S activities are deemed to include those of subcontractors. This Section 8 will survive the termination or revocation of this Contract, regardless of cause.

SECTION 9. TIME IS OF THE ESSENCE

CONTRACTOR agrees that time is of the essence under this Contract, especially the timely submittal of MDILog case records and maintenance of case files (when necessary).

SECTION 10. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent contractor and not an officer, employee, or agent of COUNTY. CONTRACTOR has the complete responsibility and sole risk for the performance of this Contract. CONTRACTOR, throughout the scope of this Contract, will maintain a certification by the American Board of Medicolegal Death Investigators. Certification shall be provided to COUNTY immediately upon request.

SECTION 11. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR will not assign this Contract or subcontract any portion of the work without the written consent of COUNTY. Any attempted assignment or subcontract without written consent of COUNTY will be void. CONTRACTOR will be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by COUNTY of any assignment or subcontract will not create any contractual relation between the assignee or subcontractor and COUNTY.

SECTION 12. INTEGRATION AND WAIVER

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written

not specified herein regarding this Contract. No waiver, consent modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of COUNTY to enforce any provision of this Contract will not constitute a waiver by COUNTY of that or any other provision.

SECTION 13. TERMINATION

A. This Contract may be terminated at any time by mutual written consent of the parties.

B. COUNTY may, in its sole discretion, terminate this Contract, in whole or in part, by written notice to CONTRACTOR, such termination to be effective ten (10) calendar days after the effective date of such notice or at such later date as specified in such notice.

C. COUNTY may terminate this Contract, in whole or in part, by written notice to CONTRACTOR, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:

1. COUNTY fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for CONTRACTOR'S work;

2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or COUNTY is prohibited from paying for such work from the planned funding source;

3. CONTRACTOR no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that CONTRACTOR no longer meets requirements for such license or certificate.

D. If CONTRACTOR commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified herein, or so fails to pursue the work as to endanger CONTRACTOR'S performance under this Contract in accordance with its terms, and such breach, default, or failure is not cured within ten (10) business days after the effective date of written notice by COUNTY to CONTRACTOR of such breach, default, or failure, or such longer period of cure as COUNTY may specify in such notice, this Contract will terminate effective immediately unless otherwise specified by COUNTY in such notice.

E. Upon receiving a written notice of termination of this Contract, CONTRACTOR shall immediately cease all activities under this Contract, unless COUNTY expressly directs otherwise in such notice. Upon termination of this Contract, CONTRACTOR shall deliver to COUNTY all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed.

F. Expiration or termination of this Contract shall not extinguish or prejudice COUNTY'S right to enforce this Contract with respect to any breach of a CONTRACTOR warranty or any default or defect in CONTRACTOR performance that has not been cured.

SECTION 14. SEVERABILITY

If any portion of this Contract is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision will be severed from the Contract and the remaining provisions will remain enforceable and full effect.

SECTION 15. CHOICE OF LAW

This Contract will be governed by and construed in accordance with the laws of the State of Oregon.

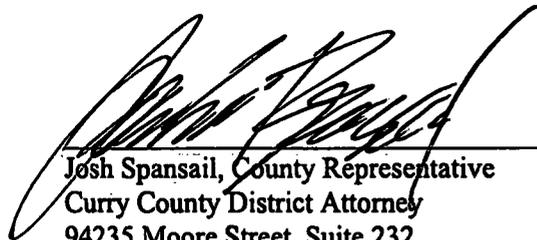
SECTION 16. FORUM

If either party brings against the other party any proceeding arising out of or in relation to this Contract, that party must bring that proceeding only in Curry County Circuit Court or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.



Michelle Greene
Contractor
423 Fir Street
Brookings, OR 97415
(541) 251-2135
celtcomm@gmail.com

12/08/2021
Date



Josh Spansail, County Representative
Curry County District Attorney
94235 Moore Street, Suite 232
Gold Beach, OR 97444
(541) 247-3298
Spansailj@co.curry.or.us

3/1/22
Date

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION; SPECIAL PROVISIONS

SECTION 1. SCOPE OF WORK

The CONTRACTOR shall provide all materials, tools, and labor to complete the following work located at Redwood Memorial Chapel, Brookings, Oregon; and as specified in Contractor's quote attached hereto as Exhibit B and incorporated herein by this reference:

- Perform external examinations for non-autopsy death investigation cases.
- Document all external examinations and create case files using the Oregon State Medical Examiner's Management System, MDILog, including preparation and upload of death investigation narratives.

COUNTY shall:

- Provide access to the work area, with access times upon mutual agreement of the parties.

SECTION 2. COMPLETION DATE

CONTRACTOR shall start the work under this contract upon execution of the Contract by the COUNTY, or other date as mutually agreed by parties. Work shall be completed by CONTRACTOR by Date work should be completed by, or other date as mutually agreed by parties.

SECTION 3. COMPENSATION

COUNTY shall pay CONTRACTOR for work performed, including costs and expenses, the sum of \$125.00 upon completion of the project to the satisfaction of the COUNTY. Payment shall be made upon submission of invoice(s) from CONTRACTOR.

Full payment shall be considered as written acceptance of the work. COUNTY may request lien waivers from all subcontractors and suppliers before payment. CONTRACTOR must submit a completed W-9 form to:

Curry County Finance Department
94235 Moore Street, Suite 125
Gold Beach, OR 97444
dexterc@co.curry.or.us

prior to receiving any payment under this Contract.

SECTION 4. SPECIAL PROVISIONS

This Contract is subject to the following provisions: None

SECTION 5. Change Orders: All change orders must be approved by COUNTY before work is done. CONTRACTOR shall request in writing any change orders and, if approved by COUNTY, approval must be in writing. Only changes that significantly alter the character or lump sum cost of the work (over \$1,000) will be considered for a change order. If a change order is approved, COUNTY will modify the contract by amendment, signed by both parties, to reflect the adjustment in payment.

Exhibit B

EXTERNAL EXAM PROPOSAL

October 28, 2021

Re: Curry County External Exams

Dr. James Olson approached me a few months inquiring if I would be interested in conducting decedent external exams as an independent contractor for Curry County. He stated the Oregon Chief Medical Examiner was sending out new procedures regarding non-autopsy death investigation cases. I was agreeable since it is something I currently do and I also live in Curry County.

I am willing to conduct external exams for Curry County for a set fee of \$125 per exam. These exams can be completed at Redwood Memorial Chapel; mortuary technician would need to be available to assist me.

The exams would need to be scheduled outside my primary employment work hours. These available times would be most evenings after 6:00pm or on weekends.

Attached to this proposal is my current Vitae, but here is a quick overview of my qualifications and certifications:

Qualifications:

- I am currently the Del Norte County Sheriff Coroner's Assistant. My main duty is to oversee a death investigation after a Deputy Coroner has written an initial report through to completing and signing the death certificate. I respond to and consult on suspicious deaths within the county.
- Previously, I was a Field Deputy Medical Investigator with the New Mexico Office of Medical Investigator. I was dispatched to scenes of unattended deaths where I would pronounce and investigate the death for the Central Office.
- My educational background includes a Master's Degree in Physical Anthropology with emphasis on human remains

Certifications:

- Registered American Board of Medicolegal Death Investigator #3529
Received July 26, 2021
- CA POST Basic Death Investigation 80 Hour Course
Received October 23, 2020

Sincerely,
Michelle Greene
Cell: (541) 251-2135
Email: celtcomm@gmail.com

Exhibit B
Quote

Exhibit C

STATUTORY PROVISIONS

SECTION 1. COMPLIANCE WITH LAWS

Notwithstanding any other provisions in this Contract, CONTRACTOR shall comply with all applicable Federal, State, county, and municipal laws, regulations, and standards in performing work under this Contract.

SECTION 2. GENERAL PROVISIONS

As provided by ORS 279B.220, CONTRACTOR shall:

- A. Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this Contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or subcontractor incurred in the performance of this Contract.
- C. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- D. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. Remit to the COUNTY all required documentation for Federal and State tax purposes including but not limited to a recent W-9 form.

SECTION 3. HOURS OF EMPLOYMENT

A. As provided by ORS 279B.235, a person may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- 1. For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
- 2. For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- 3. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

B. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

C. In the case of a contract for personal services as described in ORS 279A.055, persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G)

and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

D. In the case of a contract for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of ten (10) hours in any one day or forty (40) hours in any one week.

SECTION 4. MEDICAL PAYMENTS

As provided by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

SECTION 5. DISCRIMINATION

A. As provided by ORS 279A.110, CONTRACTOR may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

B. If CONTRACTOR violates (A), COUNTY may regard the violation as a breach of contract that permits:

1. Termination of this Contract; or
2. COUNTY may exercise any remedies for breach of contract that are reserved in this Contract.