



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday April 4, 2018 – 10:00 AM

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

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

AGENDA

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

For public comment, a completed speaker's slip must be submitted prior to start of the meeting.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. ADOPTION/AMENDMENT OF THE AGENDA (12 minutes)

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

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

- A. Resolution Proclaiming April Child Abuse Awareness and Prevention Month. - Jackalene Antunes Packet Page
- B. Agreement With Business Oregon To Receive \$3000 To Help Pay Appraiser On The Brookings Head Start Project Packet Page
- C. Lease County Owned Hangar 2D Colee Packet Page
- D. Personnel Action Form (PAF) To Present

5. PRESENTATIONS

Presentation from Jon-Paul Bowles from Travel South Oregon Coast (TSOC) (20 minutes)
Packet Page

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS (5 minutes)

Revocable License To Gold Beach Rotary Foundation For Government And Educational Programming On Cable Channel 182. – John Hutt, County Counsel (10 minutes) Packet Page

7. PUBLIC HEARING

None

8. OLD BUSINESS/PENDING ACTIONS

- A. Public Records Policy Revision. – John Hitt, Interim County Administrator (25 minutes) Packet Page
- B. Approval By Motion Of Letter Of Concern To Sutter Coast Hospital. – Commissioner Gold (20 minutes) Packet Page
- C. Minutes From General Meetings Of July 5, 2017 And October 18, 2017

9. DISCUSSION/BOARD DIRECTION/DECISION

- A. Discussion Only Cataloging Written Testimony, Audio/Video Presentations, Miscellaneous Public Records Submitted Before, During And After The Board Of Commissioners Meeting March 21, 2018. –Commissioner Huxley (20 minutes) Packet Page
- B. Staff Direction Results Of Sheriff's Auction 438 Pine St Brookings. – John Hitt, Interim County Administrator (25 minutes) Packet Page
- C. Chetco Bar Fire -- Letter To Senators Merkley And Wyden For A Full Congressional Investigation To Locate Any Related And Missing Documents. – Commissioner Boice (5 minutes) Packet Page
- D. Sudden Oak Death Task Force, MOU Signature Needed. – Commissioner Boice (5 minutes) Packet Page

10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes)

- A. Compensation Board Vacancy – 3 year term expiring December 31, 2020
- B. April 6, 2018 Budget Officer Distributes Budget Worksheets to Department Heads
- C. April 6, 2018 County Administrator
 - i. Interviews 10:00AM – Commissioners' Hearing Room
 - ii. Meet and Greet 4:00PM to 6:00PM Fairgrounds -- Showcase Building
- D. April 7, 2018 Tentative Special Meeting Executive Session 10:00AM – Commissioners' Hearing Room
- E. April 11, 2018 Commissioners' Hearing Room -- Special Meeting 2:00PM
- F. April 18, 2018 General Meeting 10:00AM – Commissioners' Hearing Room
- G. April 25, 2018 Commissioners' Hearing Room
 - i. Workshop 10:00AM
 - ii. Special Meeting 1:30P CAFFA Grant

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

- A. Update on Brookings Head Start
- B. Gold Beach Mainstreet Proposal
- C. County Administrator Interviews
- D. Miscellaneous

12. COMMISSIONER UPDATES (15 minutes)

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

13. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

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

PROPOSED AGENDA ITEM TITLE: Resolution Proclaiming April Child Abuse Awareness and Prevention Month

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: April **DEPARTMENT:** **TIME NEEDED:** min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** CONSENT

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

CONTACT PERSON: Jackalene Antunes **PHONE/EXT:** 3340 **TODAY'S DATE:** 3/29/2018

BRIEF BACKGROUND OR NOTE: (If no memo attached) Every April is Child Abuse Awareness month. I am requesting the commissioners read and sign the proclamation in the first meeting in April.

FILES ATTACHED:

- (1) 2018 Resolution
- (2)

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☐ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☒ Email a Digital Copy to: Jackalene Antunes City/State/Zip:
- ☐ Other Phone:

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

PART II – COUNTY ADMINISTRATOR REVIEW

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

ASSIGNED TO:

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

In the Matter of a Resolution Proclaiming)
the Month of April as Child Abuse)
and Prevention Month) Resolution No. _____

Whereas; nearly five children die every day in America from abuse and neglect;
and

Whereas; a high number of children ages 0-17 in Curry County, Oregon are victims
of neglect and abuse each year; and

Whereas; President Barack Obama has proclaimed the month of April as National
Child Abuse Awareness and Prevention Month; and

Whereas; the victory over child abuse and neglect will not be achieved without the
support of the entire community and recognition of the importance of awareness
raising to decrease incidents of abuse and to support child abuse victims and their
families; and

Whereas; each April Curry County's Wally's House, Curry Child Abuse Intervention
Center and other supporters of the Child Advocacy & Abuse Prevention Movement
ask the community to join the outreach efforts to reduce and prevent child abuse.

**NOW THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY
RESOLVES TO** proclaim April 2018 to be

Child Abuse Prevention and Awareness Month

In the County of Curry, and encourage all citizens to join in a national effort to raise
awareness and help prevent child abuse and neglect.

DATED this 4th day of April, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

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

PROPOSED AGENDA ITEM TITLE: Agreement with Business Oregon to receive \$3000 to help pay appraiser on the Brookings Head Start Project

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 04/04/2018 **DEPARTMENT:** BOC **TIME NEEDED:** 5 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** **CONSENT**

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: See Brief Background below

CONTACT PERSON: JHuttl **PHONE/EXT:** 3291 **TODAY'S DATE:** 03/23/2018

BRIEF BACKGROUND OR NOTE: (If no memo attached) Brookings Head Start CDBG grant is still classified as a Planning Grant. Business Oregon committed to contribute \$3000 to the appraisal costs from monies outside the CDBG grant. This contracts documents that.

FILES ATTACHED:

- (1) Contract and supporting documents
- (2) Order approving contract

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name: David Sell, BizOregon
- ☐ Send Printed Copy to: Address:
- ☒ Email a Digital Copy to: City/State/Zip:
- ☒ Other David.Sell@oregon.gov Phone:

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

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** __04/04__ **BOC MEETING** ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO: CONSENT

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
FINANCING CONTRACT

Project Name: SPWF Direct Assistance Award for Brookings Head Start Project

Project Number: A18005

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and Curry County ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$1,644,163.23.

Grant Amount: \$3,000.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 30 June 2018.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminate on the Project Close-out Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions to Closing. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, except as permitted by Exhibit B.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road, water, and waste water systems of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. Recipient shall:
- (1) Provide OBDD with a copy of the final property appraisal, and Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's

- D. Books and Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- F. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver by Recipient of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- H. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R.s §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in

this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: County Counsel
Curry County
94235 Moore St Ste 123
Gold Beach OR 97444-9704

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each

party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CURRY COUNTY

By: _____
Chris Cummings, Assistant Director
Economic Development

By:  _____
Louise Kallstrom, Contracting Officer

Date: _____

Date: 03/23/2018

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 11 December 2017.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable solely from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

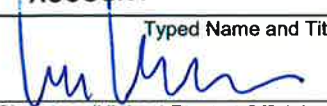


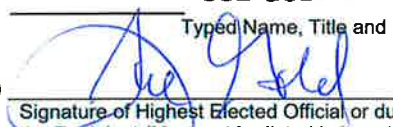
EXHIBIT B - PROJECT DESCRIPTION

Recipient shall apply the Financing Proceeds to either a property appraisal or a review appraisal on an existing 5,095-square-foot building located at 420 Alder Street in Brookings, Oregon. This is a portion of the activities described in a CDBG-funded project (C14014).

EXHIBIT C - PROJECT BUDGET

	A18005	C14014	
	OBDD Funds	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget	Approved Budget
Appraisal	\$3,000	\$0	\$0
Other	0	1,640,163.23	1,000
Total	\$3,000	\$1,640,163.23	\$1,000

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient Curry County		Project Number A18005	
Signatures of Delegated Authorized Individuals to Request Payments <small>(Two signatures are required to request disbursement of funds)</small>			
LOUISE KALLSTROM ACCOUNTANT <hr/> Typed Name and Title		JOHN HITT ADMINISTRATOR <hr/> Typed Name and Title	
(1) a  <hr/> Signature (Highest Elected Official must <u>not</u> sign here)	(1) b  <hr/> Signature (Highest Elected Official must <u>not</u> sign here)		
Additional Signatures (if desired)			
JOHN HUTTL COUNSEL <hr/> Typed Name and Title		<hr/> Typed Name and Title	
(1) c  <hr/> Signature (Highest Elected Official must <u>not</u> sign here)	(1) d <hr/> Signature (Highest Elected Official must <u>not</u> sign here)		
I certify that the signatures above are of the individuals authorized to draw funds for the project. SUE GOLD CHAIR <hr/> Typed Name, Title and Date		Agency Use Only: Date Received: <hr/>	
(2)  <hr/> Signature of Highest Elected Official or duly authorized official for the Recipient (Must <u>not</u> be listed in item (1) a through (1) d above)			

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

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

In the Matter of an Order)
Approving a Special Public)
Works Fund Development)
Project Financing Contract)

ORDER NO. _____

WHEREAS, the Brookings Head Start CDBG Grant is still classified as a Planning Grant; and

WHEREAS, Business Oregon committed to contribute \$3,000 to the appraisal costs from monies outside the CDBG Grant; and

WHEREAS, the contract with Business Oregon is to receive \$3,000 to help pay appraiser on the Brookings Head Start Project; and

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to enter into Special Public Works Fund Development Project Financing Contract, Project Name "SPWF Direct Assistance Award for Brookings Head Start Project", Project No. A18005 and now executes such Contract.

DATED this 4th day of April, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Sue Gold, Chair

John Hutt
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Lease County Owned Hangar 2D****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 04-04-18 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min.^a(Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☒ No ☐**CONTACT PERSON:** J. Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 03-26-18**BRIEF BACKGROUND OR NOTE:** County Owned Hangar is available for rent**FILES ATTACHED:**

- (1) Order
- (2) Lease with Exhibits
- (3) Memo

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☐
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☐
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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

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

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

(If Yes, brief detail)

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

BOC MEMO TEMPLATE

TO: BOARD OF COMMISSIONERS

FROM: BRENDA STARBIRD, LEGAL ASSISTANT

SUBJECT: BROOKINGS AIRPORT HANGAR 2D – COUNTY OWNED HANGAR

DATE: 03-20-18

BACKGROUND: Hangar 2D is a county owned hangar, the only county owned hangar at the Brookings Airport. This Hangar became available for lease upon the termination of the lease with Mr. Don Sparlin on February 28, 2018 through Board Order No. 20506 at the February, 21, 2018 Board Meeting.

RELEVANT FACTS: Lease is and has been in the form of a 2 year lease. Mr. Colee would like to begin leasing for the remainder of the terminated lease of Mr. Sparlin, through June 30, 2018 and then for the two year lease term July 1, 2018 through June 30, 2020.

OPTIONS: Approve or not approve

RECOMMENDATION(S): Approve the lease with Mr. Colee.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners) ORDER NO. _____
to Execute a Non-Commercial)
Hangar Lease with James Michael)
Colee)

WHEREAS, James Michael Colee desires to lease Hangar 2-D (Owned by the County) at the Brookings Airport; and

WHEREAS, the hangar is available for such purposes; and

WHEREAS, the lease form is acceptable to the Board of Curry County Commissioners; and

WHEREAS, the lease is for a term from April 4, 2018 to June 30, 2020; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the public interest will be furthered by the lease;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar 2-D at the Brookings Airport with James Michael Colee.

DATED this 4th day of April, 2018.

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

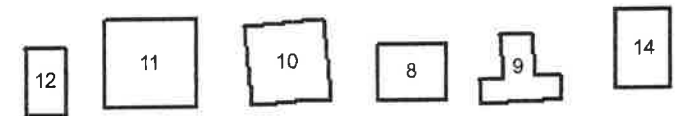
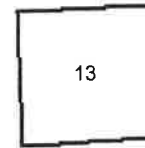
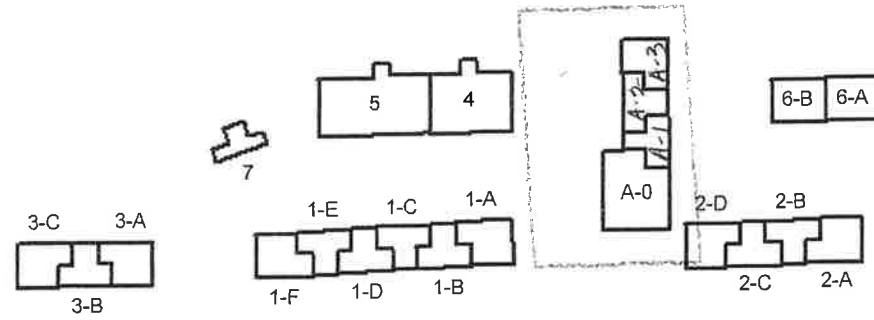
Approved as to Form:

Court Boice, Commissioner

John Huttl, County Counsel

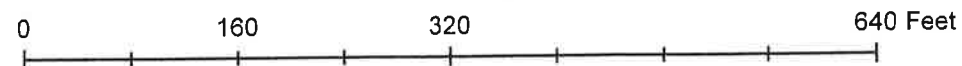
Brookings Airport Hangars Overview

EXHIBIT "A"



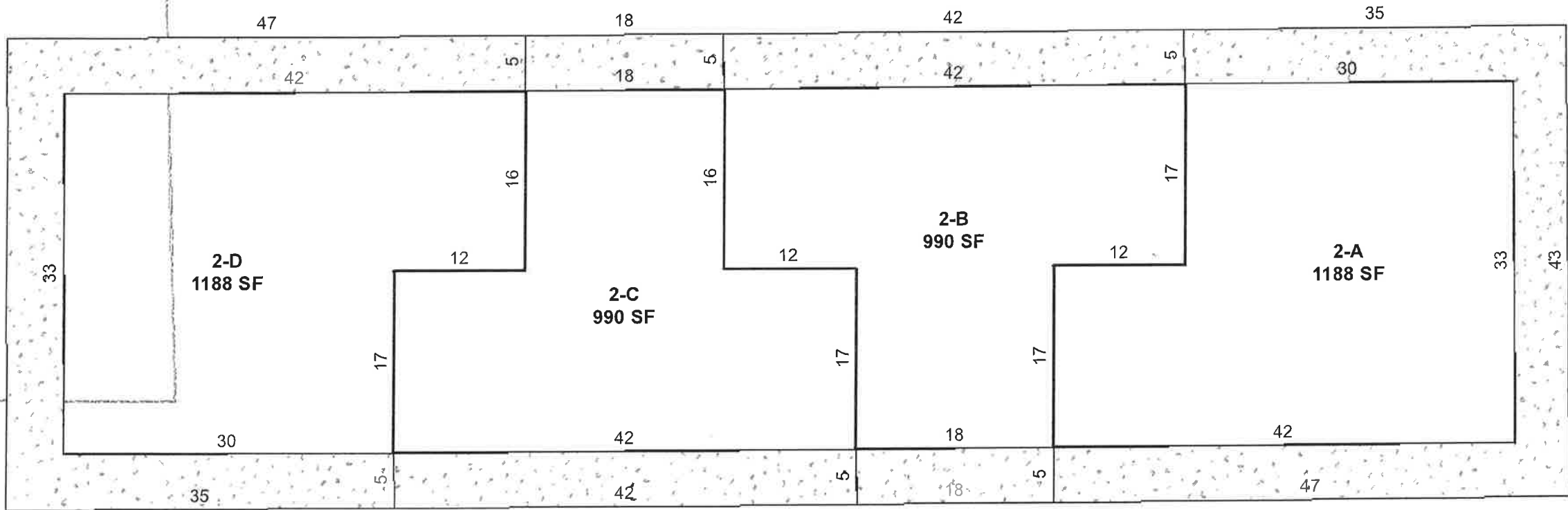
Legend

- Hangar
- Parcels



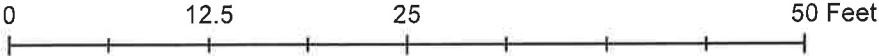
Brookings Airport Hangars
Building 2

EXHIBIT "A-1"



Legend

- Apron
- Hangar
- Parcels



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1125	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport**

Hangar #2D

AFTER RECORDING RETURN TO:
James Michael Colee
96424 Shorewood Terrace
Brookings, Oregon 97415

SEND TAX STATEMENTS TO:
Curry County Commissioners Office
94235 Moore Street, Suite 122
Gold Beach, OR 97444

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR
AT BROOKINGS AIRPORT**

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY"

LESSEE: James Michael Colee
Current Mailing: 4545 Via Vistosa, Santa Barbara, CA. 93110

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #2-D (County Owned)

TERM OF LEASE: April 4, 2018 TO JUNE 30, 2020

RECITAL:

COUNTY, as owner of Hangar 2-D at the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, this noncommercial aircraft hangar located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY agrees to lease to LESSEE a noncommercial aircraft hangar of approximately 1763 square feet (including a 5' apron around the building) as follows:

Hangar 2-D, located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Lease Term.

This lease term begins April 4, 2018 and ends June 30, 2020.

SECTION 3. Rent and Security Deposit.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$209.99 (last years' monthly rate plus the CPI rate of 1.1%) per month for fiscal year 2017-2018 for the 1763 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease. For the second year anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI(U) published by the United States Department of Labor, Bureau of Labor Statistics (index).

3.2 Payment of rent for each subsequent month of the lease shall be paid in full on or before the first of each month. Rent checks shall be made payable to Curry County, with payments sent to the Commissioner's Office,

94235 Moore Street, Suite 122, Gold Beach, OR. 97444, or at such other place as may be hereafter designated by COUNTY.

3.3 Upon execution of the lease LESSEE shall pay \$175.00 to COUNTY, as a security deposit to be applied to remedy any default by LESSEE in performance of LESSEE'S obligations under the lease and to repair damages to the premises caused by LESSEE, not including ordinary wear and tear. During the term of the lease LESSEE shall maintain a \$175.00 deposit. Within 30 days after termination of the lease and delivery of the leased premises to COUNTY, COUNTY shall refund the deposit to LESSEE or shall give LESSEE an accounting of LESSEE'S claim to the deposit. If costs of repairing damages exceed the amount of the security deposit, LESSEE shall be responsible for such excess costs.

SECTION 4. Use of Premises and Restrictions on Use.

4.1 LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

4.2 LESSEE shall conform to all applicable laws and regulations of any public authority affecting the premises and the use and correct at LESSEE own expense any failure of compliance created through LESSEE'S fault or by reason of LESSEE use.

4.3 LESSEE shall refrain from any activity which would make it impossible to insure the premises against casualty, or would increase the insurance rate.

4.4 LESSEE shall refrain from any use which would be reasonably offensive to other tenants or owner or users of neighboring hangars and premises.

SECTION 5. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 6. Registration.

LESSEE understands and agrees that any aircraft hangered by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 7. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 8. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed

construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 9. Improvements.

All improvements or alterations made on the leased premises by either COUNTY or LESSEE shall be the property of COUNTY when installed, unless otherwise agreed to by COUNTY in writing, and except as otherwise provided.

SECTION 10. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 11. Maintenance and Repairs.

11.1 LESSEE shall keep the leased premises as shown on Exhibits "A" and "A-1" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, or automobile parts.

11.2 LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

11.3 LESSEE shall be responsible for all repairs necessitated by the negligence of LESSEE, its agents, employees and invitees, and any repairs or alterations required under LESSEE'S obligation to comply with laws and regulations.

SECTION 12. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants.

SECTION 13. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises. To that end LESSEE shall not store gasoline or other flammable items in LESSEE'S hangar, except for those quantities of substances ordinarily used for the maintenance of an airplane. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 14. Destruction of Hangar or Improvements.

14.1 Partial damage. If the leased premises are partly damaged and paragraph 14.2 does not apply, the property shall be repaired by COUNTY at COUNTY'S expense. Repairs shall be accomplished with all reasonable

dispatch subject to interruptions and delays from labor disputes and matters beyond the control of COUNTY. The repairs shall be made in a way to interfere as little as reasonably possible with use of the premises by LESSEE.

14.2 **Destruction.** If the leased premises are destroyed or damaged such that the cost of repair exceeds 40 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination and LESSEE shall be entitled to the reimbursement of any prepaid amounts paid by LESSEE and attributable to the anticipated term. If neither party elects to terminate, COUNTY shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under control of COUNTY.

14.3 **Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of LESSEE.

SECTION 15. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 16. Insurance and Hold Harmless.

16.1 LESSEE shall, at its own expense, at all times during the term of this lease, maintain in force a general liability policy with minimum coverage consistent with the Oregon Tort Claims Act limits. Certificates of Insurance shall be provided to COUNTY upon request. The County shall be named as an additional insured.

16.2 LESSEE shall conduct his activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

SECTION 17. Taxes and Liens.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances. LESSEE shall pay as due all taxes on its personal property located on the leased premises. COUNTY shall pay as due all general real property taxes levied against the leased premises.

SECTION 18. Access and Automobile Parking.

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

SECTION 19. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or

discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 20. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY, WHICH SHALL NOT BE UNREASONABLY DENIED. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED.

SECTION 21. Subordination to Federal-State Agreements.

21.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

21.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

SECTION 22. County's Right to Develop the Airport.

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

SECTION 23. Maintenance of Airport.

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

SECTION 24. No Exclusive Right.

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own aircraft that it is legally qualified to perform.

SECTION 25. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise,

except as is expressly stated herein.

SECTION 26. Non-Discrimination

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 27. Default

27.1 Default in Rent. It shall be an event of default if LESSEE fails to pay rent within ten (10) days that it is due.

27.2 Default in Other Covenants. It shall be an event of default if LESSEE fails to comply with any terms or condition or fulfill any obligation of the lease (other than the payment of rent) within 20 days after written notice by COUNTY specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20 day period, this provision shall be complied with if LESSEE begins correction of the default within the 20 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

SECTION 28. Remedies on Default

28.1 Termination. In the event of a default the lease may be terminated at the option of COUNTY by notice in writing to LESSEE. If the lease is not terminated by election of COUNTY or otherwise, COUNTY shall be entitled to recover damages from LESSEE for the default. If the lease is terminated, LESSEE'S liability to COUNTY for damages shall survive such termination, and COUNTY may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with use of reasonable force and without liability for damages.

28.2 Reletting. Following reentry or abandonment, COUNTY may relet the premises and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but COUNTY shall not be required to relet for any use or purpose other than that specified in the lease or which COUNTY may reasonably consider injurious to the premises, or to any tenant which COUNTY may reasonably consider objectionable. COUNTY may relet all or part of the premises, along or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

28.3 Damages. In the event of termination on default COUNTY shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (A) The loss of reasonable rental value from the date of default until a new tenant has been, with the

exercise of reasonable efforts could have been, secured.

(B) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of LESSEE=S property and fixtures, or any other expense occasioned by LESSEE=S failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

(C) Any excess of the value of the rent and all of LESSEE=S other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

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

SECTION 29. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon the following circumstance, and rent shall be pro-rated as of the date of termination:

Mutual written agreement of the parties.

SECTION 30. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE without penalty.

SECTION 31. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 32. Surrender at Expiration.

Upon expiration of the lease term or earlier termination on account of default, LESSEE shall deliver all keys to COUNTY and surrender the leased premises in first-class condition and broom clean. LESSEE=S obligations under this paragraph shall be subordinate to the provisions of Section 15 relating to destruction.

SECTION 33. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 34. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding

land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY.

SECTION 35. Accrued Rights.

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

SECTION 36. Rights and Remedies Non-exclusive.

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

SECTION 37. Waiver.

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

SECTION 38. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONERS' OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 96424 Shorewood Terrace, Brookings, Oregon 97415, current mailing address of 4545 Via Vistosa, Santa Barbara, CA. 93110. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 39. Heirs and Assigns:

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the successors, heirs and assigns of such parties.

SECTION 40. No Employee Relationship.

The parties understand and agree that the requirements imposed on LESSEE by terms of this lease shall not be construed to make LESSEE an officer, employee or agent of Curry County, as those terms are used in ORS 30.265.

SECTION 41. Identity of Parties.

In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON

BOARD OF CURRY COUNTY COMMISSIONERS

Sue Gold, Chair

Date: _____

Thomas Huxley, Vice Chair

Date: _____

Court Boice, Commissioner

Date: _____

State of Oregon)
) SS
County of Curry)

Acknowledged before me this _____ day of _____, 2018, by

Notary Public for Oregon
My Commission Exp.: _____

LESSEE

BY: Mike H

Date: 3/21/18

Mailing address: 96424 S. Greenwood Terrace, Brookings OR 97415

Telephone: 805-452-9962

Aircraft No. (must be documented) N6885H

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

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

PROPOSED AGENDA ITEM TITLE: PAF to Present

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 4/4/18 **DEPARTMENT:** P/R & HR **TIME NEEDED:** 5 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** **CONSENT**

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

CONTACT PERSON: Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 3/28/18

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

- (1) Memo
- (2) Exhibit A

INSTRUCTIONS ONCE SIGNED:

- ☒ No Additional Activity Required OR
- ☐ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

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

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** 04/04 **BOC MEETING** ☐ **Not Approved for BOC Agenda**
because

ASSIGNED TO: CONSENT

BOC MEMO TEMPLATE

TO: JOHN HITT

FROM: JULIE SWIFT

SUBJECT: PAF TO PRESENT

DATE: 3/28/18

BACKGROUND: Personnel Rules Article 13, Section G was amended in April 2016 to allow departments to hire and fill positions by completing a Personnel Action Form and not a formal order to the BOC. Part of that article also required that new appointments will be introduced within 60 days of hire as a Presentation to the Board.

RELEVANT FACTS: Curry County has created the office and position of County Administrator who has with certain exceptions the authority to select, supervise, and discipline all county staff and employees.

Attached are 7 PAFs for employees hired since February 5, 2018.

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

Exhibit A



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: January 31, 2018

Employee's Name:

Karin EV Larsen

Recommending
Official

John Hitt – Interim County Administrator

Action to be Taken:

(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 2/5/18

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☒ Continuing

FROM
(use for changes)

Dept	Range	Step	Base Pay	Per
0	0	0	0	Hour

TO
(use for new hires & changes)

Dept	Range	Step	Base Pay	Per
Public Health	N8	C.5	3617	Month

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

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

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

Karin will be the Vital Statistics Registrar as required by the state and also will act as the Administrative Assistant for Environmental Health.

REQUIRED SIGNATURES: Please sign and date.

Appointing Authority:

Date:

Administrator:

Date:

Employee:

Date:

Human Resources:

Date:



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 01-29-18

Employee's Name:

Ashley Lofquist

Recommending
Official

Sheriff John Ward

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 02-07-18

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM

(use for changes)

Dept

Range

Step

Base Pay

Per

					Month	
--	--	--	--	--	-------	--

TO

(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Curry County Sheriff's Office	Corrections	S-7	C	3592	Month	
-------------------------------	-------------	-----	---	------	-------	--

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

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

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

Ashley has corrections certification out of Arizona and therefor has experience to be able to start at a higher wage than entry level.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date: 01/29/18

Date: 1-29-18

Date: 1/29/18

Date: 2/9/18



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 2/23/2018

Employee's Name:

Ian Ashby

Recommending
Official

Shelley Denney, Chief Deputy County Clerk

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 02/26/2018

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM
(use for changes)

Dept

Range

Step

Base Pay

Per

Month

TO

(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Election Deputy I

County
Clerk
Elections

U-7

A

\$2803

Month

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

Fund Dept Division Object %

Sum of percentages must equal				100%

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

To fill a vacancy in the County Clerk Elections Office that has been open for the past couple of years.

REQUIRED SIGNATURES: Please sign and date.

Appointing Authority:

Shelley Denney
Renee Koke 2/27/2018
John A. Koke

Date:

2-23-18

Administrator:

Employee:

Human Resources:

John A. Koke
Julia Smith

Date:

Date:

Date:

03/06/18

02/27/18

3/6/18



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 02-09-18

Employee's Name:

Joshua Teter

Recommending
Official

Sheriff John Ward

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: February 28, 2018

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM
(use for changes)

Dept

Range

Step

Base Pay

Per

					Month	
--	--	--	--	--	-------	--

TO
(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Curry County Sheriff's Office	Patrol	S-1	C	3826	Month	
-------------------------------	--------	-----	---	------	-------	--

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

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

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

Joshua Teter is a certified Deputy Sheriff in the state of Nevada and therefore has experience to justify starting at a higher wage than entry level.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date: 2-9-18

Date: 2-9-18

Date:

Date: 3/6/18



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 02-14-18

Employee's Name:

Andrew Scherbarth

Recommending
Official

Sheriff John Ward

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: March 1, 2018

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM
(use for changes)

Dept

Range

Step

Base Pay

Per

					Month	
--	--	--	--	--	-------	--

TO
(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Curry County Sheriff's Office	Corrections	S-7	A	3,258	Month	
-------------------------------	-------------	-----	---	-------	-------	--

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

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

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

New hire in Corrections to fill an open position.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date: 02/14/18

Date: 2-14-18

Date: 2-14-18

Date: 3/6/18



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 3-8-18

Employee's Name:

Jessica Williams

Recommending
Official

Tony Voudy

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 3/12/18

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM

(use for changes)

Dept

Range

Step

Base Pay

Per

					Month	
--	--	--	--	--	-------	--

TO

(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

	Assistant Veterans Services	na	na	12	Hour	
--	-----------------------------------	----	----	----	------	--

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

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

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

REQUIRED SIGNATURES: Please sign and date

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date: 3-8-18

Date: 3-9-18

Date:

Date: 3/19/18



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: March 5, 2018

Employee's Name:

Megan Abke

Recommending
Official

Shelley Denney, Chief Deputy County Clerk

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: March 15, 2015

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☒ Continuing

FROM

(use for changes)

Dept

Range

Step

Base Pay

Per

					Month	
--	--	--	--	--	-------	--

TO

(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Deputy Clerk I	Clerk	U-6	A	\$2544.00	Month	
----------------	-------	-----	---	-----------	-------	--

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

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

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

To fill a vacancy in the County Clerk Recording Office

REQUIRED SIGNATURES: Please sign and date.

Appointing Authority:

Shelley Denney
Renee Kolen

Date:

3/5/18
3/5/18

Administrator:

Employee:

Human Resources:

John E. Hill
Megan Abke
[Signature]

Date:

Date:

Date:

3/6/18
3/5/18
3/19/18

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

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE: Presentation from Jon-Paul Bowles from Travel South Oregon Coast (TSOC)****TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: April 4, 2018 **DEPARTMENT:** Community Development**TIME NEEDED:** 20 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒**CONTACT PERSON:** Carolyn Johnson, CDD **PHONE/EXT:** 3228**TODAY'S DATE:** 03.21.2018**BRIEF BACKGROUND OR NOTE:** Jon-Paul Bowles is the Acting Director for the Travel South Oregon Coast (TSOC). TSOC is a regional tourism organization for which Jon-Paul will provide background and information on Curry County's part in the regional south coast tourism effort.**FILES ATTACHED:**

(1)

(2)

(3)

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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

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

PART IV – COUNTY ADMINISTRATOR REVIEW☒ APPROVED FOR 04/04 _BOC MEETING ☐ Not Approved for BOC Agenda because**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail)

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

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

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

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

PROPOSED AGENDA ITEM TITLE: Public Records Policy Revision

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 04/04 **DEPARTMENT:** Administration **TIME NEEDED:** 25 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** **CONSENT**

MEMO ATTACHED Yes ☐ No ☒ If no memo, explain: **This policy has been previously discussed at both a workshop and general meeting. The changes from the last version are primarily to simplify the policy .**

CONTACT PERSON: John Hittt **PHONE/EXT:** 3287 **TODAY'S DATE:** March 27, 2018

BRIEF BACKGROUND OR NOTE: (If no memo attached) See above

FILES ATTACHED:

- (1) Board Order Revoking prior Order
- (2) New Proposed Policy
- (3) Board Order Adopting New Public Records Policy

INSTRUCTIONS ONCE SIGNED:

- ☐ No Additional Activity Required OR
- ☒ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

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

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** 04/04 **BOC MEETING** ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO: ORDER

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of the Adoption of a Curry)
County Public Records Request Policy)
and Procedure and the Repeal of Curry)
County Order No. 12818)

ORDER NO. 13614

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

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

WHEREAS, Curry County Board of Commissioners previously adopted a Public Records Request Policy on April 7, 2008, pursuant to Order No. 12818; and

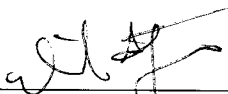
WHEREAS, Order No. 12818 will no longer be needed when the Board adopts a new policy attached hereto as Exhibit A;

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

1. The Curry County Public Records Request Policy and Procedure attached hereto as Exhibit A is adopted.
2. Curry County Order No. 12818 adopting the former public records request policy is repealed.
3. This order shall take effect upon its passage.

DATED this 4th day of January, 2012.


BOARD OF CURRY COUNTY COMMISSIONERS



David Itzen, Chair




Bill Waddle, Vice Chair



George Rhodes, Commissioner

Approved as to Form:



Jeni Meyer
Curry County Assistant Legal Counsel

Curry County Public Records Request Policy and Procedure

I. Summary and Purpose

Oregon Public Records Law (ORS 192.410-192.505) grants the public the right to inspect and copy most public records maintained by Curry County (the “County”). A public record includes any writing that is prepared, owned, used or retained by the County and contains information relating to the conduct of the County’s business. Certain records maintained by the County are not public records or may be exempt from public disclosure. Additionally, federal and state laws require the County to keep certain records confidential. This policy establishes an orderly and consistent process for responding to public records requests and calculating the fees for responding to such requests.

It is important to note that there is a distinction under the law between public records and public information requests. Oregon Public Records Law does not impose a duty on the County to create public records in response to an information request, or to extract data in a manner requested by the public. Likewise, the County is not required to create a record to disclose the “reasoning” behind County actions, or other “knowledge” its staff might have. The Oregon Public Records Law does not require the County to explain, answer questions or provide legal research or analysis about its public records.

II. Policy

It is the policy of the County to ensure that all requests for public records are handled consistently with applicable public records laws. The County shall make all public records, except those that are confidential or exempt from disclosure, available on request for inspection or copying during usual business hours without unreasonable delay.

This policy shall be implemented in a manner that emphasizes public disclosure while minimizing the impact on County workload and resources. Questions about this policy should be directed to County Counsel. This policy applies to all County departments and employees.

III. Public Records Custodian

Each department shall have its own “Public Records Custodian” who is responsible for maintaining the public records in that department and for coordinating and assisting staff implementation of this policy. The contact information for the Public Records Custodian for each County department is listed on Exhibit C.

IV. Written Requests

Except when in the judgment of the County it is more efficient to make available or provide copies of requested records without requiring a written request, all requests to

inspect or copy public records shall be in writing sufficient to identify the specific document(s) or document category(s) requested. The written request must include:

- (1) Name and mailing address of the person requesting the public record (the “requester”);
- (2) Telephone number or other contact information for the requester;
- (3) Sufficiently detailed description of the record(s) requested to allow the County to search for and identify responsive records;
- (4) Requester’s signature; and
- (5) Date of request.

Requesters should be encouraged, but not required, to use the County Public Records Request Form (Exhibit A). Written requests are important for not only properly identifying records, but also for creating a record of the request and the reasoning for the decision regarding disclosure.

V. Processing the Request

Absent unusual circumstances, the Public Records Custodian or his or her designee shall process the request as follows:

Initial Assessment. The staff person receiving the request shall learn as much as necessary about what records are being requested. Staff should try to obtain information about the type of document sought, specific subject matter, specific date or date ranges and names. The County reserves the right to seek clarification of any public records request before responding to the request. The County reserves the right to deny any public records request if the request is sufficiently vague or unclear that the County cannot reasonably determine what records have been requested.

Routine Requests. The Public Records Custodian may take care of simple routine requests immediately. The Public Records Custodian should collect the applicable fee from the requester before providing the documents. If applicable, the Public Records Custodian should inform the requester that the documents are available on the County website free of charge. Board of Commissioners’ transactions are available on the County Clerk’s website free of charge.

Preliminary Records Search. Except for routine requests that have been addressed immediately, the Public Records Custodian shall require the requester to submit a written request, preferably on the County Public Records Request Form. After receiving the written request with the required information, the Public Records Custodian shall make a preliminary determination as to whether the records exist, and whether all or a portion of the contents may be subject to exemption or are confidential. The Public Records Custodian shall contact other departments that may have relevant records.

County Counsel. The Public Records Custodian shall contact County Counsel before responding to a request if the records relate to pending claims or litigation, or the Public

Records Custodian believes the records may be confidential or exempt from disclosure. In addition, the Public Records Custodian shall consult County Counsel whenever the request raises unusual or special concerns, including copyright issues, records held by County contractors and requests made directly to elected officials.

Preliminary Response. The Public Records Custodian shall communicate the results of the preliminary records search to the requester as soon as possible and without unreasonable delay, using the Public Records Request Acknowledgement Form (Exhibit B). The primary goal of this initial response is to inform the requester that the process of responding is underway. The choices on the Public Records Request Acknowledgement Form allow the Public Records Custodian to promptly respond to the request even if it is still uncertain whether the County has responsive records.

Fee Estimate. If applicable, the Public Records Request Acknowledgement Form shall include a fee estimate for providing the records. Fee estimates must be provided if the total cost is in excess of \$25.00. The Public Records Custodian shall estimate the cost in staff time, including County Counsel review and other expenses required to locate the documents, perform redactions, ensure security during inspection, and otherwise respond to the request. The fee estimate shall be based upon the applicable rates found in the current County Public Records Fee Schedule available at [County website link with latest fees], unless governed by a specific departmental fee or otherwise provided for by law. Current department-specific fees can be found at [County website link with latest fees]. The fee estimate may include the following:

- Cost per page for photocopies.
- Cost per page for records transmitted by fax.
- Cost per page for records transmitted by e-mail.
- Actual cost for use of material and equipment for producing copies of nonstandard records.
- Cost per compact disk (CD) for electronic reproduction of computer records.
- Labor charges that include researching, locating, compiling, editing, overseeing document inspections and otherwise processing information and records.
- The actual cost for delivery of records such as postage and courier fees.
- Cost for each true copy certification.
- Cost per hour for County Counsel time spent reviewing the public records, redacting material from the public records or segregating the public records into exempt and nonexempt records.

Requester Confirmation & Payment. Absent unusual circumstances, the County shall not perform further work until the requester responds to the acknowledgment and pays

the appropriate fee or deposit. After receipt of the appropriate fee or deposit, the Public Records Custodian shall perform a final records search, implement necessary redactions and make requested copies.

Provide Documents or Space to Review Records. The Public Records Custodian shall provide nonexempt records as promptly as the County can reasonably make them available. The requester shall pay any actual expenses incurred over the deposit amount before the County makes the records available. In the case of overpayment, the County shall reimburse the requester promptly.

The requester may decide to inspect original files or records during usual business hours rather than obtain copies. In all cases, the Public Records Custodian must take reasonable steps to ensure that the records are protected from being altered, taken or destroyed. The County shall charge the actual labor costs for overseeing the document inspection, unless the inspection is free under applicable law.

VI. Miscellaneous

A. Disclosure format:

The County may make available or provide requested records in hard copy or in electronic format. Electronic documents sent by email will be provided in either PDF or TIF format. Reasonable steps must be taken to accommodate persons with disabilities and no fee may be charged for such an accommodation. The Public Records Custodian should consult with County Counsel regarding the County's obligations to accommodate a request under the Americans with Disabilities Act.

B. Waiver or Reduction of Fees:

The County Board of Commissioners or a Public Records Custodian may waive the public records request fee if the cost of charging the fee would exceed the revenue obtained or if making the record available primarily benefits the general public. A fee waiver in the public interest might include public records requests made by news media, other government agencies and County job applicants. The County may require requests for fee waivers or reductions to be made in writing. The law prohibits waiving fees if the records were created through use of certain constitutionally dedicated funds, such as fuel taxes or motor vehicle fees, unless the cost of charging the fee would exceed the cost of providing the record. Fee reduction or waiver decisions are at the sole discretion of the County Board of Commissioners or the Public Records Custodian.

C. Destruction of Records:

No County employee shall alter or destroy a record that the employee reasonably thinks is subject to a current or reasonably anticipated public records request or is relevant to current or reasonably anticipated litigation. This includes records otherwise eligible for destruction.

D. Request Log:

The Public Records Custodian shall document all public records requests that are not handled immediately in a records request log, regardless whether documents are ultimately disclosed to the requester. The request log and all associated records shall be retained in accordance with the Oregon State Archives schedule. Each Department shall confirm the applicable record retention schedule with the Oregon State Archivist. Records required to be retained may include, but are not limited to, requests for disclosure, types of records requested, request logs, approvals, denials, correspondence and related documentation.

E. Resources:

Attorney General's Public Records and Meetings Manual (January 2008):
http://www.doj.state.or.us/public_records/manual.shtml

Exhibit A
CURRY COUNTY PUBLIC RECORDS REQUEST FORM

(Date)

(Requester's Name)

(Requester's Mailing Address)

(City, State & Zip Code)

(Telephone no.)

(E-mail address/ fax no.)

Curry County
PO Box 746
Gold Beach, Oregon 97444

Attn: _____
(Public Records Custodian/Department responsible for requested records)

Please make available for inspection or provide a copy or copies of the following records:
(Please provide a sufficiently detailed description of the record(s) requested to allow the County to search for and identify responsive records.)

___ I wish to arrange an opportunity to personally inspect the requested records.

___ I wish to receive copies of the requested records.

(Requester's Signature)

(Date)

*** Curry County will not process records requests without requester's name, mailing address, signature, date of request and a sufficiently detailed description of the requested records.**

Exhibit B
CURRY COUNTY PUBLIC RECORDS REQUEST ACKNOWLEDGMENT
FORM

COUNTY LETTERHEAD

_____ (Date)

To: [Requester]

In accordance with ORS 192.440(2), this is to acknowledge our receipt on [date] of your request for the following record[s]:

[Describe records requested.]

Having reviewed your request, we are able to inform you that:

___ Copies of all requested public records for which the County does not claim an exemption from disclosure under ORS 192.410 to 192.505 are enclosed.

___ The County [does not possess/is not the custodian of] the requested record[s].

___ The County is uncertain whether we possess the requested record[s]. We will search for the record and make an appropriate response as soon as practicable.

___ The records requested are confidential or exempt from disclosure under [cite to relevant state/federal law].

___ The County is the custodian of at least some of the requested public records. We estimate that it will require [estimated time] before the public records may be inspected or copies of the records will be provided. We estimate that the fee for making the records available is \$_____, which you must pay as a condition of receiving or inspecting the records.

___ The County is the custodian of at least some of the requested public records. We will provide an estimate of the time and fees for disclosure of the public records within a reasonable time.

___ [State/federal] law prohibits the County from acknowledging whether the requested record[s] exist[s]. [Cite to relevant state/federal law.]

___ The County is unable to acknowledge whether the requested record[s] exist[s] because that acknowledgement would result in [the loss of federal benefits/other sanction]. [Cite to relevant state/federal law.]

(Public Records Custodian or Designee's Signature)

Exhibit C
CURRY COUNTY PUBLIC RECORDS CUSTODIANS

Public record requests may be sent by email to publicrecordsrequest@co.curry.or.us, by mail to Curry County Public Records Request, PO Box 746, Gold Beach, Oregon 97444, or directed to a County department as described below:

<u>ASSESSOR & TAX</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3294 800-242-7601 <i>Fax 541-247-6440</i>	<u>FINANCE</u> c/o County Clerk PO Box 746 Gold Beach, Oregon 97444 541-247-3295 <i>Fax 541-247-9361</i>	<u>PUBLIC SERVICES</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3304 888-811-1520 <i>Fax 541-247-4579</i>
<u>COMMISSION ON CHILDREN & FAMILIES</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3307 800-242-9478 <i>Fax 541-247-2603</i>	<u>HUMAN RESOURCES & PERSONNEL</u> c/o County Clerk PO Box 746 Gold Beach, Oregon 97444 541-247-3295 <i>Fax 541-247-9361</i>	<u>ROAD</u> PO Box 746 Gold Beach, Oregon 97444 541-247-7097 <i>Fax 541-247-7804</i>
<u>BOARD OF COMMISSIONERS OFFICE</u> c/o County Clerk PO Box 746 Gold Beach, Oregon 97444 541-247-3295 <i>Fax 541-247-9361</i>	<u>HUMAN SERVICES & PUBLIC HEALTH</u> PO Box 746 Gold Beach, Oregon 97444 541-247-6100/541-247-3300 877-739-4245/888-811-1513 <i>Fax 541-247-5601</i>	<u>RETIRED SENIOR VOLUNTEER PROGRAM</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3280 888-811-1521 <i>Fax 541-247-2705</i>
<u>COUNTY CLERK</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3295 <i>Fax 541-247-9361</i>	<u>INFORMATION TECHNOLOGY</u> c/o County Clerk PO Box 746 Gold Beach, Oregon 97444 541-247-3295 <i>Fax 541-247-9361</i>	<u>SHERIFF</u> PO Box 681 Gold Beach, Oregon 97444 541-247-3242 800-543-8471 <i>Fax 541-247-6352</i>
<u>COUNTY COUNSEL</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3291 800-730-4906 <i>Fax 541-247-2718</i>	<u>JUVENILE</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3302 877-739-4254 <i>Fax 541-247-5000</i>	<u>SURVEYOR</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3225 866-298-0301 <i>Fax 541-247-4579</i>
<u>DISTRICT ATTORNEY</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3298 800-730-4947 <i>Fax 541-247-6680</i>	<u>MAINTENANCE</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3384	<u>TREASURER</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3299 866-298-0307 <i>Fax 541-247-3436</i>
<u>FAIR/EVENT CENTER</u> PO Box 746 Gold Beach, Oregon 97444 541-247-4541 877-739-4228 <i>Fax 541-247-4542</i>	<u>PARKS</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3285	<u>VETERANS SERVICES</u> PO Box 746 Gold Beach, Oregon 97444 541-247-3205 866-298-0404 <i>Fax 541-247-2705</i>

Curry County Public Records Request Policy and Procedure

I. Summary and Purpose

This policy establishes an orderly and consistent process for responding to public records requests and establishes a procedure for responding to such requests. This policy applies to all County departments and employees.

Oregon Public Records Law (ORS 192.311-192.431) ([place link](#)) grants the public the right to inspect and copy most public records maintained by Curry County (the “County”). Therefore, except for those exempt from disclosure, and as set forth further herein, the County shall make all public records available upon request. (Please see Glossary)

A public record includes any writing (see definitions) that is prepared, owned, used or retained by the County and contains information relating to the conduct of the County’s business.

Nevertheless, certain records maintained by the County are not public records or may be exempt from public disclosure. Additionally, federal and state laws require the County to keep certain records confidential.

Lastly, Oregon Public Records Law does not impose a duty on the County to create public records in response to an information request, or to extract data in a manner requested by the public.

II. County Procedure to Handle Public Record Requests

A. Public Records Custodian (PRC)

The County Administrator shall be the County’s Public Records Custodian (PRC). The County Administrator may delegate this authority in writing. Currently: ([mailing address, email address and phone number](#)) serves as the Curry County PRC.

The PRC under this rule is a position established solely for the purpose of handling public records requests. The PRC role under this rule in no way impacts the County Clerk’s statutory role of filing and recording and other statutory duties with respect to county records. The County Clerk, similar to other County Officers and Departments, shall be a source of documents for the PRC when responding to public records requests.

B. All Public Records Requests Shall be Referred to the PRC

All written requests for public records shall be directed to the PRC

C. Requests to be in writing (includes email); \$25 refundable deposit; exception.

1. Requests in Writing

Unless exempted as set forth below, all requests for County public records shall be in writing. An email including the request satisfies the writing requirement. Public record requests may be sent by email to publicrecordsrequest@co.curry.or.us, by mail to Curry County Public Records Request, ATTN: Public Records Custodian, 94235 Moore Street, Suite 122, Gold Beach, OR 97444, or in person at the same address.

a. Requests shall be on County form or equivalent

A written request can either be on a form established by the County (Exhibit A) or by a writing containing the same information. The request shall specifically identify the documents or records requested as well as the name and contact information of the Requester.

2. Refundable \$25 Deposit

The County may require a \$25 deposit, if it appears the request will require research and/or county counsel time to perform required redactions. Any costs incurred by the County in excess of \$25 shall be paid by the requester prior to delivery of the requested records. If the cost to provide the requested records is less than \$25, then a refund shall be made to the requester when the documents are delivered.

D. Written acknowledgement of request; fee estimate; failure to pay fee estimate allows denial.

1. PRC shall send written acknowledgement of a request within 5 days of receipt.

Within five (5) business days of receiving the request, the PRC shall send email or mail written acknowledgement to the requesting party. (Exhibit B: Acknowledgement Form).

2. Fee Estimate

The Acknowledgement Form shall include a fee estimate for providing the records. The PRC shall estimate the cost in staff time, including County Counsel redactions and duplication fees. The fee estimate shall be based upon the applicable rates found in the current County Public Records Fee Schedule available at [County website link with latest fees],

3. Payment of Fees; Failure to Pay; Fee Waiver

a. PRC shall not perform work until fee paid. The PRC shall not perform further work until the requester responds to the Public Records Request Acknowledgment and pays the entire minimum estimated fee in excess of the initial \$25.00 deposit fee, if any. After receipt of the appropriate fee, the PRC shall perform a final records process including submission to the County Counsel of the records proposed for release. County Counsel shall perform any necessary redactions. All county employees shall track the actual time and expenses involved in making the record or record copies available.

b. PRC shall deny requests if fee not paid within 60 days. If the minimum estimated fee is not paid within 60 days of the written acknowledgement to the requester, then the Public Records Request shall be considered void and the PRC shall take no further action. In such an event any \$25 initial deposit shall not be refunded.

c. Waiver or Reduction of Fees

The Public Records Custodian may waive some or all of the public records request fee if making the record available primarily benefits the general public as a whole as contrasted to a single individual or organization. The County requires requests for fee waivers or reductions to be made in writing along with a description of the specific public benefit gained by providing the documents with a partial or total fee waiver.

E. Public Records Exempt from Disclosure

Any claim of exemption from production for the requested records shall be explained in writing by the County Counsel and include reference to the applicable law that support the claimed exemption.

F. Delivery of Requested Documents.

The PRC shall make available for pick-up the requested records not more than 10 business days after payment of the minimum fee indicated on the Public Records Request Acknowledgement Form. (In the case of overpayment, the County shall reimburse the requester when the documents are delivered. In the case of underpayment, the Public Records Custodian shall receive payment of the amount due prior to the release of any documents.)

The requester may decide to inspect original files or records during usual business hours rather than obtain copies. In all cases, the Public Records Custodian must take reasonable steps to ensure that the records are protected from being altered, taken or destroyed.

G. Appeals to District Attorney:

Denial of access to public records, or a denial of a request to totally or partially waive a records request fees may be appealed directly to the Curry County District Attorney in accordance ORS 192.324(6) (Link to DA webpage coming).

H. PRC shall keep a log of all public records requests.

The PRC shall keep a log of all requests documenting the date, documents requested and delivery of all document requests.

III. Miscellaneous

1. Disclosure format:

The County may make available or provide requested records in hard copy or in electronic format (if desired by the requester). Reasonable steps must be taken to accommodate persons with disabilities.

E. Resources:

Attorney General's Public Records and Meetings Manual

http://www.doj.state.or.us/public_records/manual.shtml

Exhibit A
CURRY COUNTY PUBLIC RECORDS REQUEST FORM

(Date)

(Requester's Name)

(Requester's Mailing Address)

(City, State & Zip Code)

(Telephone # - Optional)

(E-mail address/ fax no.)

Curry County Administration
94235 Moore St.
Gold Beach, Oregon 97444

Attn: Public Records

Please make available for inspection or provide a copy or copies of the following records:
(Please provide a sufficiently detailed description of the record(s) requested to allow the County to search for and identify responsive records along with a \$25 deposit. Please be advised that your request will NOT be processed unless accompanied by the necessary information and deposit.

☐ I wish to arrange an opportunity to personally inspect the requested records.

☐ I wish to receive copies of the requested records.

(Requester's Signature)

(Date)

**** Curry County will not process records requests without requester's name, mailing address, signature, date of request and a sufficiently detailed description of the requested records and a \$25 deposit.***

Exhibit B
CURRY COUNTY PUBLIC RECORDS REQUEST ACKNOWLEDGMENT
FORM

COUNTY LETTERHEAD

_____ (Date of Acknowledgment _____ Date of Initial Request _____)

To: [Requester]

In accordance with ORS 192.440(2), this is to acknowledge our receipt on [date] of your request for the following record[s]:

[Describe records requested.]

Having reviewed your request, we are able to inform you that:

A. ___ Copies of all requested public records for which the County does not claim an exemption from disclosure under ORS 192.410 to 192.505 are enclosed.

___ B. The County [does not possess/is not the custodian of] the requested record[s].

___ C. The County is uncertain whether we possess the requested record[s]. We will search for the record and make an appropriate response as soon as practicable.

___ D. The records requested are confidential or exempt from disclosure under [cite to relevant state/federal law].

___ E. The County is the custodian of at least some of the requested public records. We estimate that it will require [estimated time] before the public records may be inspected or copies of the records will be provided. We estimate that the fee for making the records available is between \$_____ and \$_____. You must pay the minimum fee as a condition of the county proceeding further with your request. Please be advised that final production of the documents you are requesting may exceed even the maximum estimated amount, above. In either case, the total fee to obtain and produce the required records must be paid prior to delivery to the Requestor. If the final fee to deliver the documents is less than the fee you paid, a refund will be provided upon delivery of the requested documents.

F. When the required fee is paid to the county, the documents will normally be provided in 10 business days or less.

F. If we do not receive at least the minimum fee as described in section 'E', above, within 60 calendar days from the date of this acknowledgement, then this request will be considered void, no further action taken and no refund granted to the requestor.

___ [State/federal] law prohibits the County from acknowledging whether the requested record[s] exist[s]. [Cite to relevant state/federal law.]

___ G. The County is unable to acknowledge whether the requested record[s] exist[s] because that acknowledgement would result in [the loss of federal benefits/other sanction]. [Cite to relevant state/federal law.]

(Public Records Custodian or Designee's Signature

Exhibit C

GLOSSARY

Public Record: any writing, recording, or electronic record that is prepared, owned, used or retained by the County and contains information related to the conduct of county business. (See ORS 192)

Public Records Custodian (PRC): The county official responsible for caring for and controlling public records as well as responding to public records requests.

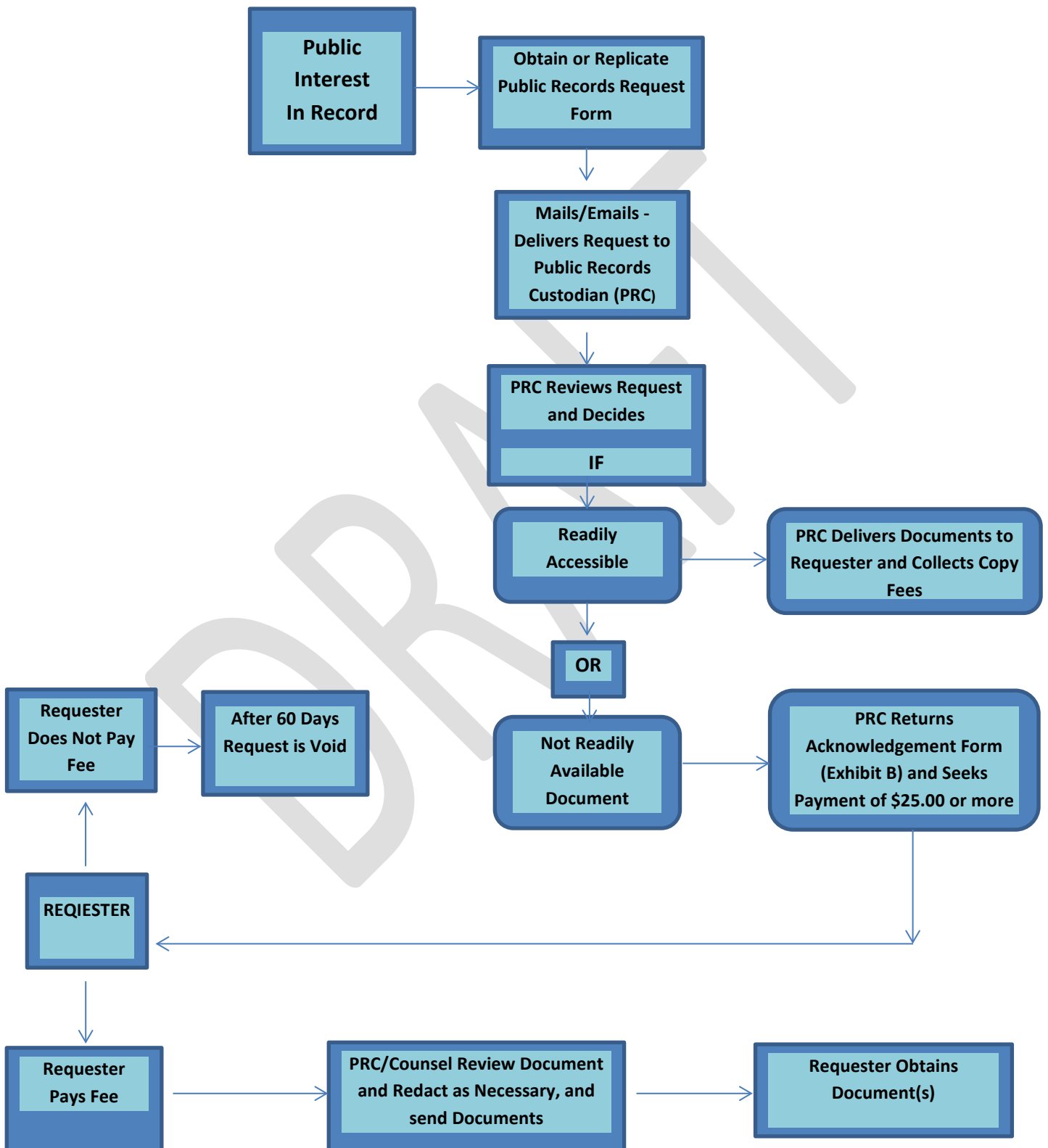
Exempt or Partially Exempt Record: That information or documents (or portions of documents) that are prohibited by state or federal law to be disclosed to the public. (See ORS 192.500 & elsewhere)

Redaction: The removal or striking from a public document particular information that is prohibited from public disclosure

Public Records Conditionally Exempt from Disclosure: Those records exempt from public disclosure unless the public interest requires disclosure in a particular instance. (See ORS 192.501)

EXHIBIT D

PUBLIC RECORDS FLOW CHART



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

In the Matter of the Adoption of a Curry)
County Public Records Request Policy)
And Procedure and the Repeal of Curry)
County Order No. 13614)

ORDER NO. _____

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

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

WHEREAS, Curry County Board of Commissioners previously adopted a Public Records Request Policy on January 4, 2012, pursuant to Order No. 13614; and

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

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

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

DATED this 4th day of April, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold, Chair

Thomas Huxley, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl, County Counsel

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

FORM 10-001.1 Rev. 1-5-2018

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**PROPOSED AGENDA ITEM TITLE:** This was discussed at March 21, 2018 BOC General Meeting. Letter of Concern to Sutter Coast Hospital.**TIMELY FILED** Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 04/04 **DEPARTMENT:** BOC **TIME NEEDED:** 20 Mins.(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))**MEMO ATTACHED** Yes ☐ No ☒**CONTACT PERSON:** John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 03/30/18**BRIEF BACKGROUND OR NOTE:****FILES ATTACHED:**

- (1) Supporting documents
- (2) Proposed Letter
- (3)

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)
- 3. Does Agenda Item impact County personnel resources? Yes ☐ No ☒
(If Yes, brief detail) Road staff efforts to complete grant application and replace associated storm culverts

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☒ Send Printed Copy to: **Sutter Coast Hospital**

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

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

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

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

(If Yes, brief detail)

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

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

INFORMATION SUPPORTING LETTER TO SUTTER HEALTH

1. Comparison of Common Medical Tests

- A. MRIs were about twice as much at Sutter than Curry 5th St. Clinic
- B. CBC Blood tests at Sutter were over twice and much as Curry
- C. Cholesterol Panels at Sutter were about twice as much as Curry
- D. CAT scan at Sutter CC was \$2175 more than at Curry Gen. in GB
- E. Mr. Hanna's letter showed that a CAT scan was cheapest at the Brookings outpatient imaging center but he didn't disclose that the machine in Brookings was the old machine that was from Sutter Hospital in CC and that the charge should be less because of that.

2. Letters to the editor in the Triplicate.

- A. One individual indicated that Sutter Emergency Room charged \$2256 just for the use of the room in the ER plus charges of needed tests plus another charge of \$2054 for an ER Dr. that was in fact a physician assistant.
- B. Another person indicated that they were scheduled to complete an abdominal ultrasound and Sutter Coast would not tell them the cost of the test before it was performed. After they got the bill, they found that they could save \$620 by going to Curry instead of Sutter.

3. Newspaper Articles voicing concerns about Sutter's pricing and practices

A. Triplicate Article of 4/6/17 by Dr. Greg Duncan indicated that Sutter Coast charges up to 10 times as much for identical tests. (Dr. Duncan of CC reviewed bills provided by numerous patients to verify this information).

a. Because of higher health care charges, insurance premiums have increased and these costs pass onto the employers and workers.

b. Sutter is able to charge high fees because of market power due to Sutter's statewide takeover of community owned hospitals. Sutter also claims a charitable tax exemption (501C3 status) that allows it to escape millions in taxes (local, state, and federal).

c. Many individuals have large out-of-pocket expenses because of EmCare's "out of network" status.

B. New York Times 7/25/17 also wrote about the high charges of EmCare. Researchers did a study of 194 hospitals that used EmCare and found that out-of-network billing rose very quickly and found the rate of out-of-network billing was far higher than the national average.

C. Del Norte Triplicate 8/24/17 Carlos Priestly made an announcement at the Del Norte Healthcare District Board meeting and said that hospital CEO Mitch Hanna told EmCare representatives need to demonstrate evidence that they are negotiating contracts with local insurance carriers by 1/1/18.

Note: This was not done by Sutter by January 1, 2018 as promised. To Curry Health District's credit, their CEO indicated that they have negotiated an agreement with EmCare that includes local healthcare network coverage so that individuals with health insurance are not over charged.

D. Kaiser Health News 11/17/17 Sutter Health intentionally destroyed 192 boxes of documents that employers and labor unions were seeking in a lawsuit that accuses Sutter Health of abusing its market power and charging inflated prices, according to a CA state judge. This lawsuit represents more than 60,000 employees, dependents, and retirees.

a. A study by researchers at USC stated that the giant health systems (Sutter and Dignity Health—the two biggest hospital chains in CA) charges were 25% higher than other hospitals and that the giant health systems used their market power to drive up prices.

b. The article also indicated that Sutter reported \$11.9 billion in revenue last year and income (profit) of \$554 million. (Not bad for a nonprofit 501 C3 operating for public benefit with its top executives earning 7 figure salaries plus fringe benefits each year)

E. Curry Coastal Pilot 3/21/2018. California State Assemblyman Jim Wood has been meeting with representatives of Sutter Health and local elected officials to address concerns regarding Sutter Coast Hospital. Wood's office is considering legislation if the concerns voiced by the Del Norte County Supervisors do not improve.

4. Letters of concern and resolution from government officials.

A. Joint resolution of Del Norte Board of Supervisors and Crescent City Council supporting affordable, high quality healthcare. This resolution states that Sutter is the County's only hospital, transparency is essential to meeting the goal of affordable, healthcare and Sutter's board meetings are closed to the public and that Sutter's charges exceed care at non-Sutter Health affiliated facilities. These entities would like Sutter to produce its meeting minutes and financial records for public review, display charges for common services and procedures, hold regular meetings with public input and no longer engage in professional service contracts with entities like EmCare which operate "out of network" for local insurance plans.

B. Del Norte Supervisors' letter to Sutter that is concerned with Sutter's exorbitant charges as compared to nearby hospitals, Sutter's contract with EmCare, Sutter's lack of public disclosure, closed meetings, and refusal to release financial and meeting records, and Sutter's tax exempt status as a non-profit operating for public benefit. Background information is also discussed in more detail for all of these allegations.

5. Concerns with Mitch Hanna's (Sutter Coast CEO) letter

A. Hanna's letter states that CAT Scans are 60% lower than other local area hospitals—in fact, a CAT scan at Curry Hospital is \$2200 less. The cost of a CAT scan at Brookings outpatient imaging center is the lower than Curry by \$774 but it is important to note the machine in Brookings is old and both hospitals are new so that is a better comparison.

B. Hanna also notes that the percent of charity care in all hospitals has decreased since 2016 because of the Affordable Care Act. Costs to patients were not reduced when their charitable care costs decreased. If this is the case, you would think that costs to patients should decrease rather than profits of Sutter increasing.

C. Hanna also states that Sutter is a private enterprise and therefore it is not necessary to open their meetings to the public. Sutter is a public Benefit charity with a 501C3 tax status.

D. I question the veracity of information provided by Sutter because of Sutter's past record of promises that were not honored, proven facts that show that Sutter overcharges are real, the destruction of 192 cases in a pending lawsuit, and Sutter Coast former CEO's claims that Critical Access was necessary because without it, the hospital would continue to lose money. Sutter Coast reported profits of \$10.8 million in 2014 without critical access.

6. Why should Curry Co. Commissioners be concerned with Sutter's high costs?

A. Approximately 1/3 of all Sutter Coast income comes from Curry Co. residents. Curry Co. residents are definitely affected by Sutter's high charges and our insurance costs will increase as a result. Curry County health insurance costs have steadily increased each year. Supplemental insurance costs have also increased for the senior citizens in our county.

B. As commissioners, we have an obligation to Curry Co. citizens to advocate for affordable, quality healthcare.

C. Governmental entities in Del Norte County have sent letters of concern to Sutter. As Commissioners, we should be willing to do as much for our citizens. Both counties are really sharing the same healthcare concerns.

D. Given Sutter Health's history locally and statewide, we owe it to our constituents impacted by high healthcare costs to address this issue. If Sutter has nothing to hide in its internal financial records, Sutter should have no problem opening their books.

Comparison of Fees for Common Medical Tests

Facility	Date	Test	Fee
Curry 5 th St.	2017	MRI Knee w/o contrast	\$2,351
Sutter Coast Hospital	2017	MRI Knee w/o contrast	\$4,286
(per Sutter Health cost center)			
Curry 5 th St.	2012	MRI Knee w/o contrast	\$1,657
Mad River Hosp Arcata	2012	MRI Knee w/o contrast	\$1,921
(hospital will lower the charge 65% for patients with cash or high deductible)			
Sutter Coast Hospital	2012	MRI Knee w/o contrast	\$3,383
Curry 5 th St.	2017	Blood Count (CBC)	\$53
Sutter Coast Hospital	2017	Blood Count (CBC)	\$122
Redwood Medical Office	2017	Blood Count (CBC)	\$14
Curry 5 th St.	2017	Cholesterol Panel	\$91
Sutter Coast Hospital	2017	Cholesterol Panel	\$179



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Letter detailing some Sutter chargesArticle with comparisons of Sutter's charges to Inbox x

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Suzanne



Greg Duncan

to me

[Letter: No wonder Sutter doesn't post its outrageous charges](#)

Letter: No wonder Sutter doesn't post its outrageous charges

I am writing regarding Sutter Coast Hospital's high charges for care. Here are some examples, based on my person...

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Here is the text of the article:

Letter: No wonder Sutter doesn't outrageous charges

Letter: No wonder Sutter doesn't post its outrageous charges

A-A+

I am writing regarding Sutter Coast Hospital's high charges for care. Here are some examples, based on my personal experience:

Sutter Coast Hospital levies a charge of \$2,256 just for the use of a room in the ER. That fee does not include blood tests, pharmacy charges, imaging tests like x-rays or ultrasounds, or the doctor bill.

The charge for my ultrasound of the heart was \$2,556. A simple blood test (blood count) was \$122, plus \$32 to draw the blood, for a total of \$154. The charge for the same test at my doctor's office is \$14.

Separate from the Sutter Coast bill is the ER doctor's charge, which for me was \$2,054, to be seen by a physician assistant.

I know the Board of Supervisors have asked Sutter to post its charges, so people can see how much they are going to be charged before they are treated. Now I know why Sutter does not want to post its charges — they are outrageous.

I hope our elected leaders don't take no for an answer from Sutter.

Edwin Salley

Crescent City

The Del Norte Triplicate

published April 4, 2017 at 06:00AM

Letter: Cost of ultrasound at Sutter Coast nearly twice that of Curry Medical

AA*

I want to share what I have learned regarding charges for care at Sutter Coast Hospital. Sutter Coast is charging nearly twice what Curry Medical Center charges for the same procedure.

Last week, I was scheduled for a complete abdominal ultrasound. Sutter Coast would not tell me the cost of this test before it was performed. After the ultrasound, I compared Sutter's charge with the charge for the same test at Curry Medical Center. I could have saved \$620 by going to Curry instead of Sutter.

As a consumer, I have the right to know how much a procedure will cost before it occurs. The question we should all be asking is how does Sutter Coast Hospital getaway with these exceptionally high charges?

I understand Sutter Coast operates under a tax exemption, as a charity. A charity exemption for a corporation overcharging us and making huge profits is ludicrous. Sutter's charity exemption has cost Del Norte County a minimum of \$2 million in uncollectible property taxes.

Something is terribly wrong with this picture. As long as we, the people of Del Norte County, remain complacent and allow the hospital to continue business as usual, the more our county will lose much needed revenue and suffer under corporate greed.

I ask Del Norte County residents to speak out about this injustice in our health care. Let's be a proud community and bring back our doctors who have been forced to leave. We should not have to travel hours for decent health care.

We can make a difference; the operative word is we, not just a handful of people.

Maria White

Crescent City

The Del Norte Triplicate

Published April 6, 2017 at 06:00AM

Coastal Voices: Sutter Coast charges up to 10 times price for identical tests

AA*

Health care costs are out of control. In turn, insurance premiums have skyrocketed. Businesses are paying higher workers' compensation rates. As employment costs rise, wage growth stalls and jobs are outsourced. Patients face high deductibles and more "out of pocket" fees.

Rather than addressing the problem (costs), health care legislation has simply shifted the costs onto others (cost shifting). Insurance companies pass the cost onto employers and workers. Public health programs shift the cost onto taxpayers and increase the national debt.

Health care cost shifting is rampant in Del Norte County. Sutter Coast is the only hospital in the county and is using its monopoly to charge high prices. As a former hospital board member, I can report that Sutter's fee increases were so stealthy, I was initially unaware of the pattern. But thanks to patients who provided their hospital bills, I discovered Sutter Coast Hospital is charging up to 10 times more than other local providers for identical tests, and thousands of dollars more

for imaging studies and procedures (as compared to neighboring hospitals).

How is Sutter able to charge high fees? Market power. Sutter's statewide takeover of community owned hospitals provided the market power needed to raise prices on insurers, union trust funds, government, and individuals. At the same time, Sutter Health claims a charitable tax exemption, allowing it to escape millions in taxes locally, and billions statewide.

It's a great business model — for Sutter executives and attorneys. During my two years on the Sutter Coast board, Sutter Health reported profits exceeding \$1 billion.

Executive pay at Sutter Health also rose — former CEO Pat Fry saw his multimillion dollar salary triple during Sutter Health's statewide hospital takeover. Fry's retirement year salary was \$7.5 million, not including fringe benefits, such as paid membership to a "social/business club," and his hiring family members for lucrative jobs at Sutter Health.

Now you know where your Sutter payments go — multimillion dollar salaries, nepotism, and "We Plus You" signs across California.

Sutter's Board meetings are closed to the public. Sutter Health executives have refused official record requests from our county supervisors and city council.

Tax law requires Sutter to operate exclusively for charitable purposes. I ask readers: Is Sutter operating exclusively for charitable purposes? Should tax exempt charities be permitted to operate in secret?

The latest chapter in high fees at Sutter Coast Hospital involves a corporation called EmCare. Under an exclusive contract provided by Sutter Coast, EmCare is operating “out of network” — meaning the ER doctors are not preferred providers for most local insurance plans — and is charging thousands of dollars for a single doctor visit. For a high complexity visit, Medicare allows \$176. For the same service, EmCare charges \$2,054.

EmCare’s “out of network” status means its inflated fees are applied to your separate, out of network deductible (which means you must pay them). Sutter Health executives are aware of EmCare’s out of network status but are not notifying patients. This month, I asked Sutter Coast to cancel its contract with EmCare.

Sutter Coast CEO Mitch Hanna publicly stated my effort is a “witch hunt.” I understand Hanna’s need for invective. Sutter Health is enriching him and his fellow executives. Lacking any justification for Sutter’s high prices, Hanna resorts to name calling. Expect more name calling from health care profiteers as harm to patients is exposed.

Overpriced health care hurts us all, which is why so many joined our successful effort to stop Sutter from tripling out of pocket charges on Medicare patients. Recall the hospital pickets and town hall meetings where Republican, Democrat, and Tea Party members stood shoulder to shoulder in support of stopping Sutter Health executives from enacting their plans on our community. Your support forced a multibillion dollar corporation to change course. Statewide, union leaders and businesses are supporting our effort.

Please join our bipartisan, grassroots effort for affordable health care. I thank everyone who put me in office, and I look forward to hearing from you.

This article represents my views as a physician and not my roles as chief of surgery at Sutter Coast Hospital or director of the Del Norte Healthcare District.

The Upshot
PUBLIC HEALTH

The Company Behind Many Surprise Emergency Room Bills

By JULIE CRESWELL, REED ABELSON and MARGOT SANGER-KATZ JULY 24, 2017

Early last year, executives at a small hospital an hour north of Spokane, Wash., started using a company called EmCare to staff and run their emergency room. The hospital had been struggling to find doctors to work in its E.R., and turning to EmCare was something hundreds of other hospitals across the country had done.

That's when the trouble began.

Before EmCare, about 6 percent of patient visits in the hospital's emergency room were billed for the most complex, expensive level of care. After EmCare arrived, nearly 28 percent got the highest-level billing code.

On top of that, the hospital, Newport Hospital and Health Services, was getting calls from confused patients who had received surprisingly large bills from the emergency room doctors. Although the hospital had negotiated rates for its fees with many major health insurers, the EmCare physicians were not part of those networks and were sending high bills directly to the patients. For a patient needing care with the highest-level billing code, the hospital's previous physicians had been charging \$467; EmCare's charged \$1,649.

“The billing scenario, that was the real fiasco and caught us off guard,” said Tom Wilbur, the chief executive of Newport Hospital. “Hindsight being 20/20, we never would have done that.” Faced with angry patients, the hospital took back control of its coding and billing.

Newport’s experience with EmCare, now one of the nation’s largest physician-staffing companies for emergency rooms, is part of a pattern. A study released Monday by researchers at Yale found that the rate of out-of-network doctor’s bills for customers of one large insurer jumped when EmCare entered a hospital. The rates of tests ordered and patients admitted from the E.R. into a hospital also rose, though not as much. The use of the highest billing code increased.

“It almost looked like a light switch was being flipped on,” said Zack Cooper, a health economist at Yale who is one of the study’s authors.

In a statement, EmCare described the study as “fundamentally flawed and dated.” But it acknowledged that surprise billing, as the billing is called when the doctor is unexpectedly not part of an insurance network, is “a source of dissatisfaction for all payors, providers and patients in our current health care system.” It said that the issue was not specific to any one company, and that it had already publicly committed to reaching agreements with insurers for the majority of its doctors within the next two years. This study, and others, have found that EmCare is not alone in the practice of sending out-of-network bills.

EmCare said that it allowed hospitals to treat sicker patients when it takes over, and that an increase in such patients explained the higher billing in Newport.

In the study, the researchers examined nearly nine million visits made to emergency rooms run by a variety of companies between 2011 and 2015, using data from a single insurance company that does business in every state. In exchange for access, the researchers agreed not to identify the insurer. Insurers and health care providers typically sign contracts forbidding them to reveal the prices they have agreed to, and the national trends in surprise billing detected by the Yale team are consistent with a broader study by government researchers.

The new data suggests that EmCare, part of publicly traded Envision Healthcare, did not sign contracts with the insurance company and was able to charge higher prices.

Fiona Scott Morton, a professor at the Yale School of Management and a co-author of the paper, described the strategy as a “kind of ambushing of patients.” A patient who goes to the emergency room can look for a hospital that takes her insurance, but she almost never gets to choose the doctor who treats her.

Sometimes, insurers simply pay higher out-of-network bills, but the cost is often passed on directly to patients.

After slipping on some wet leaves outside her house in Crescent City, Calif., in February, Debra Brown, a 60-year-old county accounting clerk, wound up at Sutter Coast Hospital. She is paying off her deductible, but her insurer covered most of her remaining hospital bill. She was shocked to get an additional bill from a doctor who she said never identified himself and only briefly touched her broken ankle. That physician worked for EmCare. Her portion of the bill is more than \$500.

“Now I’m going to have to pay this bill off, and I can’t afford to see a doctor about my high blood pressure medication,” Ms. Brown said. “This is insane, and it’s greedy.”

Nationwide, more than one in five visits to an in-network emergency room results in an out-of-network doctor’s bill, previous studies found. But the new Yale research, released by the National Bureau of Economic Research, found those bills aren’t randomly sprinkled throughout the nation’s hospitals. They come mostly from a select group of E.R. doctors at particular hospitals. At about 15 percent of the hospitals, out-of-network rates were over 80 percent, the study found. Many of the emergency rooms in that fraction of hospitals were run by EmCare.

When emergency room doctors work for a company that has not made a deal with an insurer, they are free to bill whatever they want, insurers say. “The more they bill, the more they get paid,” said Shara McClure, an executive with Blue Cross of Texas.

E.R. doctors say out-of-network billing isn't their fault. Sometimes, insurance companies will offer only low payments, leaving physicians no choice, said William Jaquis, an executive with the American College of Emergency Physicians, who is also an E.R. physician employed by EmCare. Doctors would "prefer that we had better payment and better negotiation with the insurers, and the patients would be covered," he said.

The researchers focused on 16 hospitals that EmCare entered between 2011 and 2015. In eight of those hospitals, out-of-network billing rose quickly and precipitously. (In the others, the out-of-network rate was already above 97 percent, and it did not go down.) They also looked at a larger sample of 194 hospitals where EmCare worked and found an average out-of-network billing rate of 62 percent, far higher than the national average.

The before-and-after analysis was limited to the small number of hospitals where the researchers could find public records of EmCare's entrance, and it was based on claims from only one large insurance company. While the nationwide patterns are consistent with studies that have looked at other insurance companies, the single insurer in the study may not be typical in all cases: EmCare does participate in some insurers' networks, such as Blue Cross of Texas. EmCare also says it has reached agreements with more insurers in Texas, Arizona, Florida and Virginia since 2015.

Researchers also examined what happened when one of EmCare's top competitors — TeamHealth — took over a handful of mostly nonprofit emergency departments. There, they found a smaller increase in out-of-network billing and virtually no change in hospital admissions, testing or coding.

Analysts point out that hospitals, despite any patient complaints, can benefit financially from the increased testing and admissions EmCare has delivered. In the study, surprise bills were more common at for-profit hospitals than at their nonprofit competitors.

"They'd have to have their heads in the sand to be totally unaware" about the out-of-network billing, said Leemore Dafny, a professor at Harvard Business School, who reviewed the research.

EmCare's emergency room management has come under scrutiny before. The company was named in a 2011 whistle-blower lawsuit against Health Management Associates, a for-profit hospital chain. The suit alleges that both EmCare and the hospitals pressured E.R. doctors to increase admissions and tests, even when the physicians believed they were not medically necessary. The company "repeatedly terminated physicians and E.R. medical directors" who pushed back, the suit says. The case, which was brought by a hospital chief executive and a former EmCare executive, is still pending. Envision said it does not comment on pending litigation.

Hospital emergency departments, which must take all comers regardless of their health insurance, were once viewed as financial drains. Then hospital leaders started to see the E.R. as the front door, critical to attracting paying patients. In the early 1990s, emergency departments accounted for a third of admissions to hospitals; today, they account for half, according to a RAND study.

As in so many other parts of the modern economy, turning operations over to large outside contractors has been a big part of the transition. Nearly a quarter of all emergency room doctors now work for a national staffing firm, according to a 2013 Deutsche Bank report.

EmCare in particular has thrived. Founded in the 1970s, it has grown rapidly in recent years.

Its sales pitch to hospitals is that it can find high-quality doctors and run emergency rooms more efficiently. It offers a software program called RAP & GO (short for Rapid Admission Process and Gap Orders) that it says speeds admissions and potentially produces "significant new hospital revenue."

Some doctors say the staffing companies save them from the administrative headaches of billing and scheduling.

In addition to its work in emergency rooms, EmCare has been buying up groups of anesthesiologists and radiologists. In these hospital specialties, it is hard for patients to shop, and out-of-network billing is common.

EmCare's size and reach have made some doctors wary of criticizing its practices. According to Dr. Carol Cunningham, an emergency room physician in Ohio, that is especially true in places where there is little alternative to working for a large staffing company. "You may have trouble finding something in the area," she said.

But some doctors outside the E.R. have been less reticent. Dr. Gregory Duncan, chief of surgery at Sutter Coast Hospital in Crescent City, Calif., said patients started complaining about bills they received after EmCare took over the emergency room in 2015.

"I discovered a pattern of inflated bills and out-of-network bills," he said. "What they are doing is egregious billing."

Dr. Duncan, who also sits on the county health care district board, has joined with other elected officials in asking Sutter Coast to terminate its contract with EmCare.

In an emailed response, Mitch Hanna, the chief executive of Sutter Coast, said the hospital chose EmCare because of its ability to fully staff its emergency department. He added that he understood EmCare was working to bring two large commercial insurers into its network by the end of the year.

EmCare said in early February that it planned to reach agreements with insurers for most of its doctors. The company also said it was working with insurers, hospitals, lawmakers and others to make sure patients get appropriate care "without creating undue financial burden." The American College of Emergency Physicians favors an approach in which out-of-network emergency room doctors are paid a standard rate.

California recently passed a law setting a maximum amount that out-of-network doctors can charge patients. Other states, including Florida and New York, have also passed laws to limit surprise bills.

But many state efforts to reduce surprise billing have been met by fierce lobbying from doctors who oppose efforts to weaken their bargaining position, said

Chuck Bell, the programs director at the consumer advocacy group Consumers Union.

“The whole thing is really a mess,” he said. “Progress is really slow.”

The Upshot provides news, analysis and graphics about politics, policy and everyday life. Follow us on Facebook and Twitter. Sign up for our newsletter.

A version of this article appears in print on July 25, 2017, on Page A1 of the New York edition with the headline: Costs Shoot Up As a Company Runs the E.R.

The Del Norte Triplicate

Published Aug. 24, 2017 at 06:00AM

Sutter Coast gives EmCare ultimatum

A-A+

Sutter Coast Hospital has asked Envision Healthcare, formerly known as EmCare, to find a way to work with local insurance carriers “or we would look for another emergency medicine (provider),” according to hospital Administrator Carlos Priestly.

Priestly made this announcement at a Del Norte Healthcare District Board meeting Tuesday in the wake of a New York Times article highlighting the provider’s billing practices and following criticism from the public including the healthcare district board, the Del Norte County Board of Supervisors and the Crescent City Council.

Priestly said hospital CEO Mitch Hanna told EmCare representatives they need to demonstrate evidence that they are negotiating contracts with local insurance carriers by Jan. 1.

“Mitch has been direct — either you do this or (we’re) moving on,” Priestly said. “He needs to see evidence. Could I describe that evidence he might be looking for at this point? No. We need to know, we need to feel in our gut and our hearts that they are actually doing something.”

The Del Norte Healthcare District has urged hospital representatives to renegotiate its contract with Envision Healthcare since Dr. Greg Duncan was elected to the board in November 2016. Duncan, who said patients have been bringing their hospital bills to him during the 24 years he’s practiced in Crescent City, has stated that Envision Healthcare has been charging \$2,054 for its highest level billing code,

which is about triple to what its predecessor, Valley Emergency Physicians, charged.

Health giant Sutter destroyed evidence in crucial antitrust case over high prices, judge says

By CHAD TERHUNE

| KAISER HEALTH NEWS |

NOV 17, 2017 | 1:00 PM

Sutter Health intentionally destroyed 192 boxes of documents that employers and labor unions were seeking in a lawsuit that accuses the giant Northern California health system of abusing its market power and charging inflated prices, according to a state judge.

In a ruling this week, San Francisco County Superior Court Judge Curtis E.A. Karnow said Sutter destroyed documents "knowing that the evidence was relevant to antitrust issues. ... There is no good explanation for the specific and unusual destruction here." Karnow cited an internal email by a Sutter employee who said she was "running and hiding" after ordering the records destroyed in 2015. "The most generous interpretation to Sutter is that it was grossly reckless," the judge wrote in his 12-page ruling. Sutter, which has 24 hospitals and nearly \$12 billion in annual revenue, said the destruction was a regrettable mistake. Employers and policymakers across the country are closely watching this legal fight amid growing concern about the financial implications of industry consolidation. Large health systems are gaining market clout and the ability to raise prices by acquiring more hospitals, outpatient surgery centers and physician offices.

"It's stunning what Sutter did to cover up incriminating documents in this case," said Richard Grossman, the lead plaintiffs' lawyer representing a class of more than 1,500 employer-funded health plans.

In April 2014, a grocery workers' health plan sued Sutter and alleged it was violating antitrust and unfair competition laws. The plaintiffs began requesting documents related to contracting practices, such as "gag clauses" that prevent patients from seeing negotiated rates and choosing a cheaper provider and "all-or-nothing" terms that require every facility in a health system to be included in insurance networks.

Sutter disputes the broader allegations in the lawsuit over its market conduct and said its charges are in line with its competitors'.

The judge said that in 2015 Melissa Brendt, Sutter's chief contracting officer in the managed-care department, and an assistant general counsel, Daniela Almeida, authorized Brendt's executive assistant to destroy 10 years' worth of managed-care documents going back to 1995. The company earlier had scheduled the documents to be destroyed in 2035 — 20 years later.

I've pushed the button ... I'm running and hiding. ... 'Fingers crossed' that I haven't authorized something the FTC will hunt me down for.

SINA SANTAGATA, SUTTER EXECUTIVE ASSISTANT

The executive assistant, Sina Santagata, testified in a deposition she wasn't aware of any other time in her 17 years at Sutter when the managed-care department destroyed records held in storage.

In his Monday ruling against Sutter, the judge singled out an email by Santagata as "particularly noteworthy."

The executive assistant emailed Brendt, the chief contracting officer, on July 30, 2015, after sending the order to destroy the records. She wrote, "I've pushed the button ... if someone is in need of a box between 3/15/95 & 11/23/05 ... I'm running and hiding. ... 'Fingers crossed' that I haven't authorized something the FTC will hunt me down for."

The Federal Trade Commission enforces antitrust laws in healthcare to prevent hospitals, drugmakers and other industry players from engaging in anti-competitive behavior that could harm consumers.

Santagata testified that she was being "sarcastic" in her email, and Sutter told the judge that the FTC reference was just a "joke."

Karnow saw no humor in it. "There are infinite topics for jokes, and the choice of this one is strong evidence" in the plaintiffs' favor, he wrote in his order Monday.

As part of his sanctions against Sutter, the judge ordered the health system to examine email backup tapes covering 2002 through 2005 to search for documents on some of the same topics as the destroyed records. Also, Karnow said he will consider a plaintiffs' motion for issuing jury instructions that are adverse to Sutter in light of the document destruction. The trial is scheduled for June 2019.

"The record shows that Sutter's conduct was more than just an inadvertent error," Karnow wrote.

Sutter spokeswoman Karen Garner said the incident was a "mistake made as part of a routine destruction of old paper records" and the Sacramento-based health system disclosed the error as soon as it was discovered.

"We regret that as part of a routine archiving process we failed to preserve some boxes of decades-old hard-copy documents," Garner said.

The United Food and Commercial Workers and its Employers Benefit Trust initially filed the case against Sutter in 2014. The joint employer-union health plan represents more than 60,000 employees, dependents and retirees. The court certified the case as a class action in August, allowing hundreds of other employers and self-funded health plans to potentially benefit from the litigation.

In addition to its 24 hospitals, Sutter's nonprofit health system has 35 surgery centers and more than 5,000 physicians in its network. It reported \$11.9 billion in revenue last year and income of \$554 million.

Grossman, the plaintiffs' counsel, said he welcomed the judge's ruling. But he said much of the evidence is irreplaceable, particularly handwritten notes from negotiating sessions and meetings involving key Sutter executives.

He said those records covered a critical period in the early 2000s when there was a "sea change in Sutter's contracting strategy" and it implemented provisions that insulated the health system from price competition.

"This was groundbreaking in the industry," Grossman said. "Until we address the anti-competitive behavior of entities like Sutter, we will not solve the problem of high costs in healthcare."

The plaintiffs are seeking to recover hundreds of millions of dollars from Sutter from what it claims are illegally inflated prices. The lawsuit alleges that an overnight hospital stay at Sutter hospitals in San Francisco or Sacramento costs at least 38% more than a comparable stay in the more competitive Los Angeles market.

A study published last year found that hospital prices at Sutter and Dignity Health, the two biggest hospital chains in California, were 25% higher than at other hospitals around the state. Researchers at USC said the giant health systems used their market power to drive up prices — making the average patient admission at both chains nearly \$4,000 more expensive.

Terhune is a senior correspondent for Kaiser Health News, an editorially independent publication of the Kaiser Family Foundation.

WEDNESDAY,
MARCH 21,
2018

Brookings, Oregon

Calif. official takes interest in Sutter

■ Assemblyman says he will
look into price of hospital care

By Jessica Cejnar
WesCom News Service

California state Assemblyman Jim Wood has been meeting with representatives of Sutter Health and local elected officials to address community concerns regarding Sutter Coast Hospital.

Wood, who represents Del Norte County, intends to bring both parties together for a discussion, although an exact time frame has not been determined yet, said Cathy Mudge, Woods' communications director. No legislation is currently planned, but Mudge said depending on the outcome of future meetings and a better understanding of the issues, Wood isn't ruling it out.

Wood's investigations into Sutter Health came at the request of the Del Norte County Board of Supervisors. On Dec. 12, Board Chair Chris Howard wrote a letter to Wood laying out his colleagues' concerns about Sutter Coast Hospital and requesting the assemblyman's help.

According to the letter, the board is concerned about "Sutter's exorbitant charges as compared to nearby hospitals;" the hospital's contract with EmCare Holdings, also known as

See **Sutter**, Page A8

SUTTER

Continued from Page A1

Envision Healthcare, which staffs the emergency room and operates out-of-network for most local insurers; Sutter's lack of public disclosure, closed meetings and refusal to release financial and meeting records; and Sutter's tax-exempt status as a nonprofit operating for public benefit.

At a special meeting of the Del Norte Healthcare District last week, Dr. Greg Duncan, who, along with his colleague Dwayne Reichlin met with county supervisors and Crescent City councilors to discuss healthcare issues, brought up a letter from Liz Snow, Wood's chief of staff, in response to Howard's letter.

According to Snow's letter, Wood's office has reached out to the California Hospital Association in addition to Sutter Health based on supervisors' concerns. Snow stated that Wood's office is considering legislation if the situation doesn't improve, and asked to be kept in the loop if

Sutter representatives reach out directly to the Board of Supervisors.

"I felt like this was a positive development, and I wanted to run the idea past the rest of the (Healthcare) Board as to a follow-up letter from this board just thanking the assembly member for his interest in our local health care concerns and make ourselves available to coordinate with his staff or him," Duncan said.

Meanwhile, the Healthcare District talked about including Curry County commissioners in its meetings with the Del Norte County Board of Supervisors and the Crescent City Council on local health issues.

On March 7, the Curry County commissioners discussed a letter to the Sutter Coast Hospital board of directors demanding they address "extremely high health care service charges" billed to Curry County residents. The letter, authored by Curry County Commissioner Sue Gold, references "outrageous and unwarranted" charges to out-of-network patients with EmCare.

Duncan said the out-of-network costs disproportionately affect Curry County residents because of California laws prohibiting balance billing.

"Out-of-network is occurring to both of us," Duncan said. "We're both impacted by that, but the balance billing part does not apply to insurance products that are regulated outside the state of California. When they get a \$2,200 bill, they pay \$2,200."

Reichlin noted that Curry County residents sit on Sutter Coast Hospital's board of directors. He said he hopes that by having a Curry elected official work with Del Norte elected officials, they might "apply some pressure to those two Curry County guys."

Sutter Coast Hospital has evaluated proposals and met with multiple different medical providers that might replace Envision Healthcare in the emergency room, according to Sutter Health spokeswoman Leslie Meiring. If a new provider is chosen, the hospital will have 90 days to terminate the contract with

Envision, according to Meiring.

"Any new agreement will ensure that the new emergency-care provider is an in-network provider for the health plans that local employers have selected for their employees," Meiring stated via email Monday.

Envision Healthcare also operates the emergency departments at Curry Medical Center, Mad River Hospital and St. Joseph Health in Eureka with similar charges, Meiring said. She said that Envision Healthcare's fee structure at Curry Medical Center is similar to those at Sutter Coast Hospital. Today, on average, charges for an inpatient stay at Sutter Coast Hospital are lower than other Northern California hospitals, Meiring said.

Meiring also noted that Duncan and his colleague on the Healthcare District Board, Dr. Kevin Caldwell, will meet with the Sutter Coast Hospital Board of Directors to "identify and prioritize initiatives to address the health concerns of our community."



**A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF DEL NORTE, AND
CITY COUNCIL OF THE CITY OF CRESCENT CITY SUPPORTING AFFORDABLE, HIGH
QUALITY HEALTHCARE IN THE REGION**

WHEREAS, the Del Norte County Board of Supervisors and the City Council of Crescent City support affordable, high quality healthcare;

WHEREAS, Sutter Coast Hospital is operating the county's only hospital;

WHEREAS, transparency from Sutter Coast Hospital is essential to meeting the goal of affordable, high quality health care;

WHEREAS, the Sutter Coast Hospital's Board meetings are closed to the public;

WHEREAS, Sutter Coast Hospital has declined to honor official record requests from the Del Norte County Board of Supervisors and City Council of Crescent City;

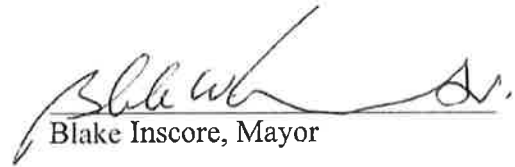
WHEREAS, the charges for care at Sutter Health facilities, including Sutter Coast Hospital, exceed the charges for care at non-Sutter Health affiliated facilities;

NOW, THEREFORE, BE IT RESOLVED that the Del Norte County Board of Supervisors and City Council of Crescent City recommend the following actions is taken by the Board of Directors of Sutter Coast Hospital:

- (1) Sutter Coast Hospital produces its meeting minutes and financial records since 2011 for public review;
- (2) Sutter Coast Hospital prominently display its charges for common services and procedures, including laboratory tests, imaging studies, and fees from physicians either contracted with, or directly employed by, Sutter Coast Hospital;
- (3) The local members of the Sutter Coast Hospital Board of Directors hold regular public meetings to allow for public input regarding hospital operations;
- (4) Sutter Coast Hospital no longer engage in professional service contracts with individuals or entities, including EmCare Holdings, Inc., which operate "out of network" for local insurance plans.

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 17th day of April, 2017, by the following polled vote:

AYES: Mayor Inscore, Mayor Pro Tem Short, Councilmembers Kime, Greenough, Fallman
NOES: None
ABSTAIN: None
ABSENT: None

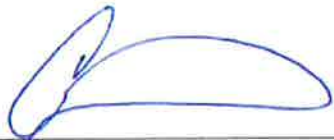

Blake Inscore, Mayor

ATTEST:

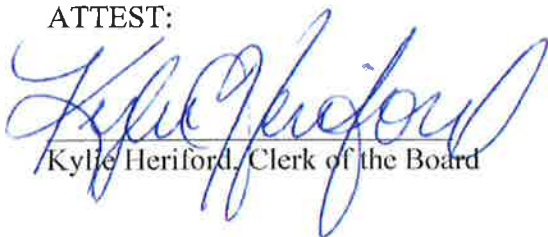

Kymmie Scott, City Clerk

PASSED AND ADOPTED and made effective the same day by the Board of Supervisors of the County of Del Norte on this 25th day of April, 2017, by the following polled vote:

AYES: Supervisor Cowan, Gitlin, Howard, Hemmingsen, Berkowitz
NOES: None
ABSTAIN: None
ABSENT: None


Chris Howard, Chair

ATTEST:


Kylie Heriford, Clerk of the Board



COUNTY OF DEL NORTE BOARD OF SUPERVISORS

981 "H" Street, Suite 200
Crescent City, California 95531

Phone
(707) 464-7204

December 12, 2017

Fax
(707) 464-1165

Assemblyman Jim Wood
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0002

Re: Sutter Health/Sutter Coast Hospital Concerns

Dear Assemblyman Wood,

The Del Norte County Board of Supervisors is writing to request your assistance in addressing a number of concerns regarding Sutter Health and Sutter Coast Hospital in Del Norte County. Sutter Coast Hospital has been a vital community asset for many years; however decisions made in recent years have resulted in negative outcomes that have had a significant effect on our residents and community. Below is a list of concerns, and attached to this letter is a detailed description of the issues:

- 1) Sutter's exorbitant charges as compared to nearby hospitals;
- 2) Sutter's out of "network" contract with EmCare/Envision providing physician staffing for the Sutter Coast Hospital emergency room;
- 3) Sutter's lack of public disclosure, closed meetings, and refusal to release financial and meeting records when requested by Del Norte County and the City of Crescent City;
- 4) Sutter's tax exempt status as a non-profit operating for public benefit.

As you are aware the Del Norte County Board of Supervisors, our partners and residents have voiced concerns in the past in an effort to ensure our community and region enjoy affordable, comprehensive healthcare, and we wish for a collaborative relationship with Sutter Health/Sutter Coast Hospital. We are requesting your assistance in addressing the issues outlined above, and we are prepared to provide you with any additional information and/or answers to questions you may have. We are available to meet at your convenience.

Sincerely,

Chris Howard, Chair
Board of Supervisors
Del Norte County, California

Cc. Senator Mike McGuire
Scott Kernan, CDCR Secretary
Mitch Hanna, Sutter Coast CEO
Sarah Krevans, Sutter Health President and Chief Executive Officer
Michael R. Gaulke, Sutter Health Board of Directors Chair
Xavier Becerra, California Attorney General

Summary of Concerns with Sutter Health and Sutter Coast Hospital

Background: In 1985, Sutter Health was invited into Del Norte County by the Del Norte Healthcare District to manage the District owned hospital, with the provision that the hospital be governed by a local Board, even after a new hospital was built. In 1992, Sutter Health arranged the financing to build a new hospital, locally owned and paid for by the newly formed corporation of Sutter Coast Hospital, and governed by a local Board. The land for the new hospital was donated by a local resident, under the stipulation the land be used for an acute care hospital in Del Norte County. For 26 years, the community enjoyed a collaborative relationship with Sutter Health and Sutter Coast Hospital.

In 2011, without any public notification or input, a Sutter Health attorney re-wrote the bylaws of Sutter Coast Hospital. The attorney wrote more than 1300 changes into the hospital bylaws, transferring significant authority from the corporation of Sutter Coast Hospital to Sutter Health (a separate corporation). The new bylaws were the model for Sutter Health's new corporate merger plan, known as "Regionalization," whereby community owned Sutter affiliate hospitals were merged into multi-hospital corporations, entirely controlled by Sutter Health—a fact which the Sutter Health attorney neglected to mention to the Sutter Coast Hospital Board. In 2011, Sutter Health attempted to merge Sutter Coast Hospital into the regional corporation. The Del Norte Healthcare District sued Sutter Health, and was granted a Preliminary Injunction blocking the merger, providing time for other elected officials and thousands of residents to organize additional opposition against the transfer of hospital ownership. In 2013, Sutter Health "postponed indefinitely" its effort to regionalize Sutter Coast Hospital.

In 2013, behind closed doors, Sutter Health executives and the majority of the Sutter Coast Board voted to downsize Sutter Coast Hospital, to qualify for higher Medicare payments under the federal Critical Access Hospital program. A lawsuit opposing Sutter's decision was filed by the widow of the man who had previously donated his land to Sutter Coast Hospital. Elected officials and thousands of residents opposed Sutter's Critical Access decision, because Medicare patients would face triple out of pocket charges under Critical Access, and patients would be required to transfer to other hospitals whenever the Critical Access bed limit was reached. Sutter Health claimed Critical Access was a financial necessity. Following settlement of the lawsuit, and after a newspaper reported Sutter Coast's 2014 profit of \$10.8 million (without Critical Access), Sutter Health withdrew the Critical Access application.

Current concerns with Sutter Coast Hospital and Sutter Health include:

- (1) **Sutter's high charges for care.** Sutter Coast Hospital, like other Sutter affiliates, charges "above market" rates for care. For example, charges at the closest hospital to Sutter Coast are roughly 50% lower than Sutter Coast's charges. Outpatient imaging tests are also roughly 50% lower at the three other imaging centers closest to Sutter Coast Hospital. All three centers are outside Del Norte County, forcing residents to travel as much as 90 miles for affordable care. Sutter Coast's charges for blood tests are up to 10

times higher than those at a reference laboratory in Crescent City. Sutter Health's charges for care have been featured in numerous articles on healthcare pricing, including a 2017 bestselling book on U.S. healthcare inflation.¹ Sutter is currently defending a lawsuit filed by self-funded health care trust funds, alleging antitrust conduct by Sutter Health. Sutter recently destroyed 192 boxes of evidence which had been requested by plaintiffs.²

- (2) **Sutter's exclusive contract with EmCare/Envision to provide physician staffing for the Sutter Coast emergency room.** In 2015, behind closed doors and without public input or notification, Sutter Health chose a new emergency room physician group ("EmCare" or "Envision") for Sutter Coast Hospital. EmCare/Envision's charges were roughly triple those of the prior ER physician group. EmCare/Envision did not accept most local insurance plans as "in network." Due to EmCare's high charges and "out of network" status, patients now routinely receive doctor bills exceeding \$2,000 for brief visits. In 2016, the Del Norte Healthcare District notified Sutter of its opposition to the EmCare contract. EmCare's high charges, out of network billing, and exclusive contract with Sutter Coast Hospital were featured in a 2017 article in the New York Times.³ In 2017, city and county leaders issued a Joint Resolution to Sutter Coast Hospital, asking the hospital to terminate its EmCare contract.^{4,5}
- (3) **Sutter's lack of public disclosure, closed meetings, and refusal to release financial and meeting records despite official public record requests.** The 2017 City/County Joint Resolution also asks Sutter Coast Hospital to release hospital meeting minutes and financial records for public review, and hold regular public meetings to allow for public input regarding hospital operations. A Sutter Health executive replied Sutter does not intend to release hospital meeting minutes or financial records, except as required by law, nor will the Sutter Coast Hospital Board commit to holding any public meetings.
- (4) **Sutter's tax exemption.** The tax code requires all non-profit corporations to operate exclusively for public benefit. Sutter's "above market" charges, closed meetings, refusal to disclose meeting records, attempt to cut beds while raising prices on Medicare patients, tripling of top executive salaries, and exclusive contracts with "out of network" providers such as EmCare, are of no public benefit. Sutter Health and Sutter Coast Hospital operate behind closed doors, as would a private corporation, but at the same time enjoy the privilege of a tax exemption, resulting in billions of dollars of uncollected revenue. A prior study determined the financial benefit to Sutter resulting from its tax exemption exceeds its charity care "losses" by nearly \$300 million per year.⁶

¹ Elizabeth Rosenthal, M.D., *An American Sickness* (Random House, April, 2017) <https://tinyurl.com/y9rtvz9c>

² <http://beta.latimes.com/business/la-fi-sutter-health-destroys-evidence-20171117-story.html>

³ <https://www.nytimes.com/2017/07/24/upshot/the-company-behind-many-surprise-emergency-room-bills.html>

⁴ City of Crescent City Resolution No. 2017-13, adopted April 17, 2017 by unanimous consent

⁵ County of Del Norte Resolution No. 2017-022, adopted April 25, 2017 by unanimous consent

⁶ <https://www.beckershospitalreview.com/finance/benefits-to-californias-non-profit-hospitals-exceed-charity-care-by-18b.html>



Curry County

Board of Commissioners

Sue Gold, *Chair*
Thomas Huxley, *Vice Chair*
Court Boice, *Commissioner*

94235 Moore Street/Suite #122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax
800-243-1996 www.co.curry.or.us

March 16, 2018

Sutter Coast Hospital Board of Directors

Mitch Hanna, CEO

Sutter Coast Hospital

800 E. Washington Blvd.

Crescent City, CA 95531

Sutter Coast Board of Directors and CEO, Mitch Hanna:

Many of our citizens have brought to our attention the matter of Sutter Coast Hospital's extremely high health care service charges. These excessive charges result in severe hardships; financially, emotionally and physically to Curry County citizens.

We are also concerned about an apparent lack of transparency in posting your service charges as well as excluding public knowledge of and input to your Board meetings. We support the concept that tax-exempt "public benefit" corporations should be accountable to the public.

You may recall that these issues were addressed by this Commission in June of last year. At that time Carlos Priestly, Sutter Coast Hospital's Administrator, requested that we rescind the letter of concern under consideration at that time. We honored his request, given the assurances that specific issues would be addressed and resolved by January of this year. Regrettably, there has been no further communication from Sutter Coast nor are we aware of any resolution of the negative impacts on the citizens of both Del Norte and Curry counties.

A primary concern regards the repeated promises by Sutter that the EmCare contract for emergency room services would be remediated in the contract renewal of January 2018. This has not occurred. In fact, Mr. Priestly's recent presentation at the Del Norte

Health District meeting verified that EmCare is continuing to be the sole emergency care provider, yet the issue of outrageous and unwarranted charges to "out-of-network" patients has not been addressed/resolved.

We are sure that you, and the administration of the Sutter Health Corporation, are cognizant that both Curry and Del Norte counties are designated by our Federal government as medically and provider underserved. Relevant components of these designations include our high poverty levels, aged population, and rural and remote location. To impede and/or effectively deny essential emergency care by your high charges and contractual agreements is in direct conflict with the purpose and intent of federal/state tax exemptions for hospital corporations.

As Curry County Commissioners we have an obligation to advocate for affordable, accessible and effective health care for our constituents. It is to our mutual benefit to protect the interests and well-being of our citizens, since they constitute approximately one-third of service provision and revenue to Sutter Coast.

Our request is that Sutter's excessive charges and "out-of-network" contractual agreement with EmCare be reviewed and revised as promised. Further, we request that all charges/costs of care be established within market averages and provided publicly in accord with the public's right to informed consent.

Your consideration of action on this urgent matter is deeply appreciated.

Sincerely,

Sue Gold, Chair

Court Boice

Tom Huxley

Cc: Sutter Health Board of Directors, 2200 River Plaza Dr. Sacramento, CA 95833

Peter DeFazio 2134 Rayburn Office Building, Washington, D.C. 20515

Jared Huffman 1406 Longworth House Office, Washington, D.C. 20515

Del Norte District Health Board of Directors



**CURRY COUNTY BOARD OF COMMISSIONERS
GENERAL MEETING**

Wednesday, July 5, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

AGENDA

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

For public comment, a completed speaker's slip must be submitted prior to start of the meeting.

Present: Chair Tom Huxley, Vice Chair Sue Gold, Commissioner Court Boice, County Counsel John Huttel, and Minute Clerk John T. Jezuit

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE 10:00AM Huxley

2. AGENDA AMENDMENTS (5 min) 10:03A

A. Old Business Retain Prothman to Recruit County Accountant (10 min)

Huxley questioned **Payroll and Personnel Coordinator Julie Swift** about the number of viable candidates and if she had spoken to the Auditor.

Swift replied there are potentially viable candidates and had spoken with **Amanda McCleary-Moore Moss-Adams** on Friday, 6/30.

Motion by **Gold** Second by **Boice** to put on today's agenda **Carried Unanimously**

B. Executive Session ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations 10:06 Huttel

Motion by **Gold** Second by **Boice** to put on today's agenda **Carried Unanimously**

C. Administrative Actions Title III SRS Public Notice -- Request for Project Applications (5 min) 10:06
Boice expressed concern about the availability of Federal funds as there is a deadline.

Motion by **Boice** Second by **Gold** to put on today's agenda **Carried Unanimously**

Move Item 2A to Item 11; Item 2B to Item 13, with Adjourn Item 14; and Item 2C to Item 10C

1011 **Huxley** Wants to pull Item 6C from Consent Calendar for discussion.

1012 **Boice** Make it item 7A as we have officers here.

3. APPROVAL OF AGENDA

Motion by **Gold** Second by **Boice** to approve agenda as amended **Carried Unanimously**

4. ANNOUNCEMENTS (5 min) 10:13 Huxley

A. July 19, 2017 Board of Commissioners' Meeting at 10AM – Commissioners' Hearing Room

5. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment) 10:14

Huxley We have 3 bicyclists and 1 other.

Huttl Met these young Americans on July 4, 2017. **Grace Pfeffer, Sara Belmer, and Savannah Lovelace**

Grace Pfeffer – Just graduated from college. Decided they want to do something about human trafficking.

Want to do something to cause world to ask why there's human trafficking. 48 girls will be housed in Texas. Create time to get girls to have a life after they have gone through. The goal is to reach \$3,000,000 <https://www.pedalthePacific.com/donate/> for contributions. We have blog and business cards.

1020**Dave Barnes** Speaking about dangers of hiring wrong administrator and encouraged the County to hire a good administrator as the County deserves it.

6. CONSENT CALENDAR Item Boice 7 C

A. Agreement - Curry County Sheriff's Dept. and Teamsters Local Union No. 223 (10 min)

B. Order Correcting Scrivener's Error in Order No. 20416 (5 min)

C. **Coos County Patrol & Probation Intergovernmental Agreement (IGA) (10 min) MOVED TO ITEM 10C, THEN MOVED TO 7A**

Motion by **Gold** Second by **Boice** to approve consent calendar items 6A and 6B **Carried Unanimously**

7. ADMINISTRATIVE ACTIONS/ACTIONS/APPOINTMENTS 10:25A Huxley

Captain Espinoza discussed the IGA and explained

- The IGA will allow Coos County to house 3 offenders.
- Is from July 5, 2017 to June 30, 2018.
- The rate \$99.37 per bed per day.
- Takes in account transportation.
- Offenders are seen as a minimal risk to the Curry County facility.

The Commissioners discussed the IGA - -

Gold

- questioned the number of beds available,
- the possibility of Curry County incurring medical charges and
- early release of inmates.

Huxley expressed significant concerns about the agreement, specifically,

- how many beds are available at the Coos County jail,
- what will revenue be used for,
- IGA does not grant Curry County immunity if a Curry inmate needs to be released due to this IGA, and
- reasonable ADA accommodations.

Huttl stated

All Commissioners' meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

- the IGA has a mechanism in it to reduce risk to Curry County,
- ADA requirements are not any different than current requirements,
- early release and medical issues are better addressed under this IGA,
- we can terminate the IGA in 90 days, and
- the one thing we could include is standard risk language.

Boice stated

- the rate is the standard rate,
- agreed with **Huttl**, and
- he is very satisfied with the IGA.

Captain Espinoza responded

- Additional revenues would be used to modernize locks and upgrade surveillance system as monitoring systems are one of our biggest management issues. These items haven't been brought to the budget committee because we are running a bare bones budget.
- The early release mechanism was approved by BOC 3 years ago, and it is generally limited to those inmates who have no criminal history, committed a nuisance crime.
- Inmates are medically screened. If an inmate is unfit will be transported back or not transported at all.

1109 Move by **Boice** second by **Gold** to accept this agreement as presented. , **Boice** Y; **Gold**, Y; **Huxley**, N carried 2-1

A. [Subscription Agreement for Bargaining Unit from Oregon Teamster Employers Trust \(OTET\)](#) (5 min) 11:11

Gold observed the county is wasting money for people who do have own insurance and do not want this insurance and asked if we have this insurance until June 30, 2018?

Huttl responded the timing of contract is from July 1, 2017 to June 30, 2018. Wendy Abel-Hatzel, Abel Insurance, is looking for rates, which come out in January, 2018.

Boice stated the State legislature is looking at this issue

Huxley will be voting no due to issue with Oregon teamsters.

1113 Move by **Boice** second by **Gold** to accept this agreement as presented. **Boice** Y; **Gold**, Y; **Huxley**, N carried 2-1

B. [Subscription Agreement for Non-Represented Employees from OTET](#) (5 min) 11:16

Swift stated this is the same issue with non- union represented employees

1116 Move by **Boice** second by **Gold** to accept this agreement as presented. , **Boice** Y; **Gold**, Y; **Huxley**, N carried 2-1

C. [Second Reading Ordinance Adopting the revision of the Road Standards \(Curry County Code Article 3 – Roads\)](#) (5 min)

Huttl This is a 2nd reading and began reading the ordinance. (Ordinance number 17-02.)

Motion by **Gold** second by **Huxley** to read ordinance title only. **Gold, Y; Huxley, Y; Boice, N Carried 2-1**

Gold supports this ordinance as some roads are not accessible to fire trucks.

Boice stated he has not had enough time to read all that's involved here, has concerns about fire trucks and developers, and still needs time to review.

1120 Move by **Gold** second by **Huxley** to approve Ordinance 17-02. , **Boice N; Gold, Y; Huxley, Y Carried 2-1**

8. PRESENTATIONS

None

9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

None

10. NEW BUSINESS

A. **Recruit and Hire an Interim County Administrator (10 min)** 11:24A

The Commissioners and Counsel discussed the issue.

Huxley stated he is scheduled to talk to Prothman this, July 5, 2018, afternoon

Gold

- related her experience on the school board where the interim superintendent helped smooth the transition to the permanent superintendent,
- stated she does not think we need to spend a lot of money recruiting an Interim County Administrator,
- hopes to open applications by end of July 2018,
- feels it could take up to a year to hire a viable permanent administrator,
- is looking for a vote today on hiring an interim county administrator and
- will come up with a job description

Boice stated he does not see urgency and will support this with a job description

Huttl

- offered to contact Association of Oregon Counties (AOC) and LOCO, specifically, Mike McArthur and Dan Bartlett to learn if those organizations could offer and assistance on the recruiting process
- wanted to know if Prothman is hired, will county be able to continue their own recruitment process as well, and
- will bring this back next time with clear parameters for what Board will be discussing.

B. **Adoption of an Existing Position Description - Emergency Management Coordinator (5 min)**

The Commissioners, Counsel, and **Swift** discussed the issue.

Swift stated the job description was written by **Don Kendall, Emergency Management**

Coordinator who is retiring, the job description does name the Sheriff nor the County Manager as supervisor is budget, and the position is budgeted in the General Fund

Huxley stated position was previously supervised by the Board

Huttl asked where was the position budgeted, stated the key question here is who supervises the position

Boice suggested Mike Murphy, a Langlois resident, the Emergency Management Coordinator here in the 2000's who is now working in Coos County, may be able to help Curry County

Gold wants to be pragmatic, agrees with Boice about a workshop, looking into an IGA with Coos County and continuing the discussion

Boice will take responsibility to get this on the agenda

11. OLD BUSINESS 12:01P

Item 2A Retain Prothman to Recruit County Accountant

Huxley do we want to pursue Prothman?

Gold Not really ready to do it yet.

12:02P Motion by **Boice**. Second by **Huxley** to allocate these funds for Prothman **Huxley**, Aye; **Boice**, Aye; **Gold, Nay** Carried 2-1

12. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS 12:05P

A. July 12, 2017 Board of Commissioners' Workshop at 10AM – Commissioners' Hearing Room

Huxley No workshop

Gold Solid Waste committee can then move to 10A in the hearing room

B. July 26, 2017 Board of Commissioner's Workshop at 10AM – Commissioners' Hearing Room
1207**Huttl** Emergency Management Coordinator & Wild Rivers Coast

Commissioner Comments 12:09P to 12:23P

Boice

- Stated there is a fire prevention and awareness meeting at Gold Beach City Hall on Friday, July 7, 2017. It is just a general awareness of fire season. Would like to encourage public to come.
- Asked if anyone have time to write Governor Brown about predator control, especially around the airport, as there are diminishing state funds -- which will put a strain on rural counties
- **Senators Merkley and Wyden and Representative DeFazio** were able to get an additional \$2,000,000 for ports in Oregon for dredging. \$800,000 for Rogue River port.
- **Representative David Brock Smith** bill for Affordable work force housing legislation for constructing multifamily unit rental housing. Also Bill 3435 for road fund reserves loans that we could offer to our taxing districts.
- **Douglas County Commissioner Tim Freeman** flew to Washington DC to help pass legislation to create much needed jobs in rural forested counties. There are 2,500,000 acres of Bureau of Land Management (BLM) forest lands -- most is in rural western Oregon where federal lands are off limits to active forest management.
- Phone conferencing? Would help me on some of travel options

Gold Membership for Oregon and California (O&C) counties. We have \$30,000 budgeted for both Association of Counties (AOC) & O&C counties for 2017-0218 Fiscal Year (FY).

Huxley

- A governing body can loan road funds to taxing districts?
- Point of info in talking to **Johnson** about workshop of April 28, 2018. Working with interested parties on some of the parcels on the list. Every single piece of property has to go through quite an elaborate process. No one can agree on their own to sell a piece of county property. We will need assistance of county counsel on this process for these agreements. Trying to really get things moving on disposing these properties.
- Brandt Media is working on cable flickering. And they are working with Dan Springer on the Vaddio. Also working on getting county speaker here that can accommodate 3 lines.

Huttl

- We're looking at an Executive Session. It will make sense to adjourn for lunch hour.
- Suggested using GoToMeetings and asking AOC if GoToMeeting will accommodate multiple call ins.

12:25P **Huxley** Lunch break come back at 1:30P, then Executive Session.

Gold not able to attend this afternoon due to personal matters.

1:31P **Huxley** back from Lunch

Huxley Motion to extend meeting by 1 hour **Boice** second **Huxley**. Carried 2-0

13. Executive Session at 1:32P

Huxley No decisions made during Executive Session

14. ADJOURN 2:19P

Dated this ____th day of _____, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Sue Gold, Chair

John Huttl
Curry County Legal Counsel

All Commissioners' meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

Thomas Huxley, Vice Chair

Court Boice, Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, October 18, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

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

AGENDA

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE 10:01A Huxley

2. ADOPTION/AMENDMENT OF THE AGENDA (5 minutes) 10:01 to 10:21A

Huxley Pull 3C 3D 3E. Will put between Item 4 and Item 5.

On 3E, asking for signature authority for chair. Move 3C, 3D, 3E to follow public comments. Remove June 28, 2017 minutes

Huxley Yes. Consensus to move Minutes of May 3, 2017, Minutes of June 28, 2017, Items 3C, 3D, and 3E out of the Consent Calendar? **Huttl**?

Huttl Have a letter from City of Brookings. On the agenda?

Johnson City of Brookings also submitting application to Department of Land Conversation and Development (DLCD). They provided a letter of support to DLCD for County application.

Gold Fine with that. Can we put the letter on the Consent Calendar?

Boice Fine

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

A. Meeting Minutes May 3, 2017, June 28, 2017, and August 16, 2017

Minutes of August 16, 2017 Approved.

May 3, 2017 and June 28, 2017, minutes moved out of Consent Calendar

Huxley Consent Calendar Minutes of May 3, 2017. There were four (4) different versions of these minutes floating around at the same time.

B. Approval of County Credit Card for County Administrator

Approved

C. AllCare Grant Resolution

Moved out of Consent Calendar

D. Amending Resolution R2017-8 (Establishing Procedures for processing Oregon Liquor Control Commissioner Permits (OLCC))

Moved out of Consent Calendar

- E. Intergovernmental Agreement (IGA) Approval for 17-19 Biennial Community Corrections Grant in Aid Funding with the State of Oregon.

Moved out of Consent Calendar

- F. Department of Land Conservation and Development DLCD Grant Support Letter

Approved. Also Approved City of Brookings support letter.

10:21A Motion by Gold 2nd by Boice to approve the Consent Calendar as amended. (Minutes of August 16, 2017, 3B, and 3F) **Carried Unanimously**

4. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment) 10:22A to 10:32A

Huxley We have 3 public comments without item on agenda. Travel policy, Hamilton Lane, **David Barnes Hitt** Request or accommodation for **Mary Rowe** to be 1st. Do it sooner rather than later.

Boice We will have call in 7 minutes. Rather not keep people waiting who will call in. **Jackson County Commissioner Colleen Roberts** and **Coos County Commissioner Bob Main** calling in. Is that a possible option?

Huxley Was Agenda Item 3C pulled out of consent calendar.

Mary Rowe Asked are matching grants an option and spoke in favor of the County keeping \$30,000 of the grant monies for a housing needs assessment because there is currently no greater need than housing.

Jim Johnson Also expressed concern about the County housing crisis, stated Eagle's Nest no longer exists, and asked if there was anything you wanted ask about the showers?

Boice stated he was in favor of supporting of the past work we did.

Former Agenda Item 3E Intergovernmental Agreement (IGA) Approval for 17-19 Biennial Community Corrections Grant in Aid Funding with the State of Oregon.

10:32A

Sergeant Denney Director of Probation stated - -

- He has an Intergovernmental Agreement (IGA) for state and grant fund.
- He has letter from Local Public Safety Coordinating Council (LPSCC) recommending grants to Commissioners.
- Parole and Probation has a case load of about 175 adult offenders.
- Our justice reinvestment grant focuses on a program called Thinking for a Change and also housing assistance. If we receive justice reinvestment grant, we will have 5 rentals we are paying for. We could also fund the District Attorney's Victim's Assistance Program, Wally's House, and Oasis Shelter. This year it would be \$21,524 to each program.
- This year we're asking for no funds out of the general fund.
- He is asking the Board sign the grant.

10:37A Motion by **Gold** 2nd by **Boice** to accept the grant and get it moving. **Carried Unanimously**

5. PRESENTATIONS (by phone) (10:30A)

Issues Concerning Marijuana Growing and Sales various County Representatives . – County Commissioner Court Boice (15 minutes) 10:37A to 11:10A

Boice Coos County Commissioner Main and **Jackson County Commissioner Roberts** not on call. On the call are **Josephine County Commissioner Morgan** and **Community Development Director Schmelzer** are on call.

Boice This is an issue Curry County needs to get on top of immediately. It has gone from medical to recreational to commercial and now industrial.

Morgan We allow agriculture grows in rural residential areas which has caused an outpouring of complaints about commercial operations and residential growing.

Schmelzer The problems are not with the dispensaries but with production – growing, drying and packaging and anticipates when Josephine County cracks down, then those operations will move to Curry.

Boice Thank you. Would like to open up to **Gold & Huxley**.

Gold Schmelzer, what is your recommendation. What is Josephine going to do to take care of this issue?

Schmelzer Simple regulations such as setbacks, lighting, and fence regulations as well as no access off of maintained roads unless person owns land and lives there.

Gold How are you going to enforce all of this?

Schmelzer Josephine County Commissioners approved hiring another code enforcement person the revenues gained by enforcement can help pay for deputy and attorney.

Gold Does state help with enforcement of this in financial aid?

Morgan They haven't so far, but the Oregon Liquor Control Commission (OLCC) is changing their focus from getting people registered to enforcement.

Schmelzer That's why you need to beef up your own enforcement
Huxley any public comments on this is issue?

Huxley Public Comments on this issue **Gordon Clay** and **Marcia Bernard** 11:11A to 11:28A

Clay Compared the problems associated with marijuana and alcohol and stated the County should be more concerned about use and abuse of alcohol.

Huxley One other **Marcia Bernard**?

Bernard Stated the true impact of marijuana is just starting to be learned and the negative consequences to real estate values, tourism and children will be felt for generations.

Huxley Sheriff?

Ward We haven't seen a lot of problems here perhaps because I-5 is a big thoroughfare compared to Hwy 101 which is more restrictive.

Karli Wright, School Resource Counselor Asked what kind of models do we want our towns to look like?

Huxley No other speaker comments? Then, we will go to public comments. 11:29A to 11:34A

Huxley Dianne Daniels?

Daniels To read the **Daniels** letter, please click here

http://www.co.curry.or.us/2017_10_18%20Submitted%20During%20Meeting%20PACKET.pdf
pages 5 and 6. Or, please contact the BOC Office.

11:35A to 12:02P **Jack Grasham**, as spokesperson for a group of homeowners, read a letter and showed pictures about issues and concerns with the property at 97851 Hamilton Lane which burnt down last Sunday, October 15. Other members of the homeowners group spoke as well.

Finley Cheshier. Described the dangerous, unsafe and unsanitary conditions noting the garage was damaged by fire, the property has been a thoroughfare for drug use all hours of day and night, human waste and garbage has piled up on the property for 2 years, children are coming in there as well as 5 or 6 people living in that garage for past 2 years. .

Wendy Cheshier. Stated she is a neighbor of the property owner, **Susie Hamilton** and feels victimized by Susie and the 100's of people who go in and out as they have hijacked their water & electricity.

Betty Mears does not believe the cause of the fire was electrical.

Laurel Bigelow observed at about 2:30AM there were people who came back over at the house with flashlights and expressed importance of getting this fenced or wall it off.

Sheriff Ward stated they are still investigating and have found evidence of somebody living in the back portion. Based on community meetings a year ago, Sheriff's Department has developed a plan to documenting plates and did not have evidence to get a search warrant.

Gold stated a code enforcement officer, which she is in favor of, is on the agenda and asked, because of sewage, if the County could condemn the property?

Hitt Yes, but if declared a public safety hazard, it can be condemned.

Boice agreed we need a code enforcement officer stating we need 2. Boice also stated we need to find funding, but not using property taxes.

Huxley Grasham, you and I and **Johnson** have corresponded as far as where we were and on the history of the issue. Some of the funds were approved. When **Hitt** began, we went over code enforcement. It's a high priority. The County is working on the funding and job description of a code enforcement officer. It will not be completed in 2 weeks. Hopefully this will be a catalyst to get something done. **Hitt?**

Hitt Agrees with **Huxley**. And agrees property owners have the right to enjoy their property without encroachment. Regarding garbage and nuisance activities, the code enforcement officer will be able to go out and issue citations. Ultimately, if it's severe enough, the Board will declare a public safety hazard, which if not resolved, could possibly result in the leveling of the property.

Huttl There are many steps in the process to go through.

Dave Barnes 12:03P to 12:08P

Barnes stated since marijuana has been legalized in Colorado, opioid use has dropped and asked if there is a formal job description for the County Commissioners?

Huxley replied that by statute they have to and he has tried, unsuccessfully, for years to get a job description.

Huxley recesses the meeting for lunch and is interrupted by **Boice**.

Boice When will this discussion carry on?

Boice continues talking over Chair's objection for about one minute.

12:08 P Huxley have recessed the meeting. Back at 1:15P
--

1:15P **Huxley** Back from lunch Break

1:16P **Huxley** Item 3 1:16P to 1:34P consent calendars. We're going to 5 minute recess. (Due to **Boice** interruption.) If it continues, will adjourn the meeting.

Upon returning from the lunch break **Huxley** resumed the meeting and was interrupted by **Barnes** requesting his discussion before lunch continue. **Barnes** had already been allowed to speak more than the three minute limit. **Barnes** was asked multiple times to sit down.

Boice then interrupted **Huxley** and was warned two times that if he continued, there would be a recess. **Boice** continued interrupting the meeting and **Huxley** recessed the meeting and advised **Boice** if he continued his behavior, the meeting would be adjourned.

1:22 P **Huxley** Back live. We're not going to have any further disruption of this meeting. We were going to items moved out of consent calendar. Item 3C Allcare Grant resolution **Hitt**?

Hitt Commissioners, you have a resolution relating to Allcare Grant funding. The Cities of Gold Beach and Port Orford may be interested in participation of a housing study. We can withhold some money if you were to decide to go ahead with the study. As far as administration of grant --- it is complicated and cumbersome. It will be cleaner and quicker with Allcare handling the grant. We're recommending all people who have come before us be funded.

Gold The better way to handle the grant money is by going through Allcare.

Boice Which projects ones are recommended? These care providers want county's involvement; they want local input.

Huxley As far as returning all of the original grant: This was addressed at the June 28, 2017, general meeting. Expenses incurred by **Commission Brown**'s travel were approved. Motion to proceed?

1:32P Motion by **Gold** 2nd by **Huxley** to accept resolution for the Allcare grant with corrections 1:34P Carried 2 – 1 **Gold & Huxley Yes. Boice No**

Huxley Item 3D Amending resolution R2017-8 establishing procedures for processing Oregon Liquor Control Commission (OLCC) permits. 1:34P to 1:36P

Hitt Page 2 of resolution states any Commissioner available my to sign. Would like to add County Administrator as designee for signature, also as there are occasions arise when a commissioner is not here.

1:36P Motion by **Gold** 2nd by **Boice** to approve OLCC resolution **Carried Unanimously**

6. ADMINISTRATIVE ACTIONS/APPOINTMENTS (5 minutes) 1:38P to 1:48P

New Hire County Accountant Order D. Marshall (Finance Manager) – **David Marshall**

1:37P Motion by **Boice** 2nd by **Gold** to hire David Marshall as County Finance Director Vote at 1:47P **Carried Unanimously**

Hitt Marshall has extensive experience. Recommend your approval of **Marshall**

Gold Are we going to pay have to pay Prothman the finder's fee?

Huxley Those costs have already be invoiced and paid. Prothman is same company for search for County Administrator

Gold Are we going to pay have to pay Prothman the \$7,500 finder's fee?

Huxley Not a finder's fee. Responsibility of customer that pays Prothman if you hire or don't hire.

Gold They'll ask us for their expenses?

Huxley Those costs have already be invoiced and paid. Same company for search for County Administrator

Gold So we will be paying \$7,500.

Boice 1st I've heard of this. **Marshall** made it clear he wasn't with Prothman.

Huxley **Marshall** made comment he did not want to apply under Prothman.

Hitt I'll follow up with Prothman if you grant me authority. Most recent conversation, he mentioned they asked him. Prothman said they do not have anything to do with Marshall.

Huxley **Gold** proposed not doing anything. Then another meeting we deiced to do something. Before profile was completed. County forwarded information to Prothman. Just a few weeks ago, I mentioned to you to see if we ever checked back to see. If we haven't we should.

Boice Your proposal to ask Board to support you. I'll contact them. We're caught in spot. Don't have the \$7,500.

Huxley We don't have it because they have it. It was in public. Jumped through hoops to put that together so we could locate an accountant.

Boice Not included in motion for Hitt to contact Prothman. Board consensus for **Hitt** to contact Prothman. Does Hitt have our support?

Huxley Read the (Prothman) contract first. Hitt we have an existing job description. It has that one partial sentence. Encourage review and revise. Remove partial sentence in the education. Or any satisfactory experience and training.

Boice We don't need vote on **Hitt** contacting Prothman?

Huxley No

Huxley Those costs have already be invoiced and paid. Prothman is same company for search for County Administrator

7. PUBLIC HEARING

None

8. OLD BUSINESS/PENDING ACTIONS 1:48P to 2:25P

Brookings Head Start Workshop Summary Document. – **John Huttl, County Counsel** (20 minutes)

Huttl Presented 2 different versions in the packet to summarize meeting we had with the State. The choices are either stop now or stop later. We could vote to terminate the grant activity right now. It would be reclassified as a planning grant. Infrastructure Finance Authority (IFA) would not get repayment from County nor be held as black mark on the county. Or the BOC could vote to move ahead. One proposal is to stop later, after appraisals are obtained. IFA contribution \$3,000 to any excess cost to obtaining appraisal. We would have opportunity to terminate the grant under heading of planning grant. No adverse consequence to the County. If we did proceed to process after that point, then IFA will invoke their clause to get money back. The Board can pick one of 2 versions. Previous said we will pay any outstanding invoices. CCD mentioned they do not have any. Both documents say more or less same thing. Just summary documents from meeting. What does BOC want to do with this grant?

Gold If we proceed with the appraisal and inspection and at that time re-assess, then we would owe nothing to IFA. Is that correct?

Huttl Yes, if we decide to stop at that time.

Huxley If the county goes ahead, IFA will not forgive anything. The County will be in the hole \$117,054, which has been my concern.

Boice Grants are a tricky deal. There may be another which is 20 years newer and has excellent parking. I was told by a Realtor it would cost about \$600,000 , but \$300,000 would be gifted by the owner. I think it would be wise to research this.

Huxley There will be nobody compensated for running the project. No one in this county, that I've seen, would be capable of running this project, even if we had funding. There is no reimbursement for any administration costs. Considering what it takes to administer a project like this, does the County cut our losses at \$117,000 or cut at \$200,000 or \$175,000?

Boice Huttl, do you have recommendation to the Board?

Huttl Recommendation was optimistic last time. Go forward with project. IFA has presented us with no cost, no risk option to get more information. It would be a cost benefit policy decision by the BOC to dedicate staff resources.

Huxley Hitt?

Hitt Tough call for me as well. If I had been here before and have a better handle on staff resources than I do right now, I'd probably lean toward favorable. If Board wants to go ahead, we'll do it. There will be a challenge, but I see no problem with going through the 1st step.

Gold Then, at that time, you can look as to what kind of resources we are talking about.

Boice Huttl has brought to where we have clarity. Don't see it at compromise in staff time.

2:06P Motion by **Boice** 2nd by to let **Huttl** fulfill grant task As primary staff person to administer this grant. 2:13P **Withdrawn**

Gold Don't move forward until we get appraisals

Huttl Then, if the Board decides to go ahead, we get into a construction management phase on a \$1,000,000 project. What you would do at stage is put it out to bid to general contract. Then responsibility is on that general contractor with County Administrator riding herd on contractor.

Gold Oregon Coast Community Action (ORCCA), at it's own expense, would provide an onsite construction manager.

Huttl They're talking about a day to day representative, but not a County representative. ORCCA proposed. County person would interface with that person and the contractor. Then bring back decision(s) to the Board. The idea from ORCCA is this person would be our eyes and ears. That person would be kind of like a deputy and assistant to the County person.

Huxley We will need someone on site to run a project like this.

Boice Gold, willing to amend my motion subject to the appraisal you mentioned, would that help?

Gold Wants to re-evaluate after appraisal

2:14P Motion by **Gold** to get appraisal and building inspection after which we will evaluate the entire project. No second

2:17P Motion by **Gold** amended to get appraisals done and building inspection done with **Huttl** and **Hitt** keeping track of their time and report monthly. 2nd by **Boice**. Vote at 2:25P **Carried unanimously**

Huxley The job costing for these problem grants keeps mounting and mounting. It's costing \$1,000's. When will this be done? **Hitt?**

Hitt Guess December as earliest.

Huttl We'll be coming back to you every month.

9. DISCUSSION/BOARD DIRECTION/DECISION

A. Discussion of Disbursement of Public Records and the Policy Regarding this Issue. – **Sue Gold, County Commissioner** (10 minutes) 2:26P to 3:00P

Gold Brought up because of **Catherine Wiley** records brought up at last meeting re: **Wiley** travel. **Wiley**?

Boice No public comment slip?

Huxley This is on an agenda

Boice And they filled out a slip at 10A?

Huxley Yes

Boice More double standards

Huxley Or interruptions and disruptions of the meeting.

Wiley **Wiley** read letter. To see letter, click on this link

http://www.co.curry.or.us/2017_10_18%20Submitted%20During%20Meeting%20PACKET.pdf

then pages 18 and 19. Or, please contact the BOC office.

Wiley There are legal issues regarding county staff providing information here which should have been redacted. I have met with **Huttl** and **Hitt**. There are serious legal issues. There was information not redacted. This should raise concerns with the County as the County can be held liable for this as well as anyone who prints the material. Our government gets into trouble for not being in compliance, not ensuring staff are in compliance and knowledgeable and not getting in service training.

Gold What exactly was printed which should not have been printed or given out. ?

Wiley Personal address, bank account number, signature on checks. It's against the law to post false information. I was not reimbursed \$1,000's ever. My concern is my rights were violated by the County.

Gold Huttl & Hitt Are we real clear on our policy?

Hitt Our policy is not a good policy. We need to go over final delivery. Go through single person who can get the kind of training they need. However, we can't make a bullet proof policy.

Huxley I was not aware of this records request until after the meeting on October 4, 2017. Did not see them on materials submitted for meeting. **Andre Bey** made records request. What was troubling was these were 10 year old records. This request would have been declined.

Wiley Shelia Megson said she initiated the investigation.

Wiley There are legal issues regarding county staff providing information here which should have been redacted. Any questions?

Boice The travel you did worthwhile? Pertain to Curry County

Wiley Absolutely

Boice Why was your travel in those days was more relevant than my travel nowadays? No encouragement from you for me staying in Motel 6. You have made a tremendous effort to challenge the travel of **Representative Smith** including the \$70 meal he helped me with. The money and support as **Ted Fitzgerald** said last General Meeting. **Gold** didn't get in program with FEMA. **Smith** had to travel. You had to travel. Do see a double standard. Thinks I have the support of the public, the trust of the public, and I think my efforts were very effective.

Huxley Boice a point of order please. This is not the subject.

Wiley I am a citizen who believes in transparency and accountability. Believes you made a statement during your campaign that **Huxley** and **Commissioner Brown** were investigating **Commissioner Smith's** travels. The bottom line is that travel policies are standard in any

governmental entity. I advocated for a travel policy. Did not write it. Recommend there be an accountable, transparent, travel policies. Did not write it. Did not write the policy.

Huxley Boice we're getting off the subject. You're not required to answer anything, Ms **Wiley**.

Boice You were reimbursed by the County as volunteer?

Wiley I was not reimbursed by the County.

Huxley OK we need. **Gold?**

Gold When we have a grant coming to the County, this is not County money. The County disburses those funds. The County gave **Wiley** a check, but it did not come from the County.

Huxley Where the money came from in 2007 is not the topic here.

Wiley Had meeting with **Huttl & Hitt**. There are serious legal issues. What's required to be released in public records and what's prohibit. There were information not redacted. This information should raise concerns with the County. The County can be held liable for this as well as anyone who prints the material. It is against the law. Our government gets into trouble for not being in compliance. And ensuring staff are in compliance and are knowledgeable and have in service training.

Gold What exactly was printed which should not have been printed or given out. ?

Wiley Personal address, bank account number, signature on checks. It's against the law. Also against the law to post false information. Not reimbursed \$1,000's ever. **Karlie Wright** was only person who could make those reservations. My primary concern is my rights were violated by the County.

Huxley Boice?

Boice The commission?

Wiley Commissions were set up at local level. A commission in each of 36 Oregon Counties. They have representatives to look at funds to look at how to distribute the funds. The money came through the Counties. Then it was up to the groups to distribute the money. The Counties in Oregon are divided into small medium and large. 19 small counties. Each division had a representative to the state board for budgeting, for finance. There was a director. One issue with small counties were means by which funding was decided. Big counties got allocations by numbers. Unlike ours, we have fewer resources. Re-look at budget allocation to try to get increased balanced to the funding allocation, formulas at the state level.

Boice Still involved with Court Appointed Special Advocates (CASA)?

Wiley Yes. Some funding streams were very specific. Others were more broad. Our volunteer time was offset as in kind. \$20/hr for my time. None of our in County travel was reimbursed. The out of state travel was a required travel.

Boice \$11,000 & \$12,000 is invalid Will you make that information available to use?

Wiley In your packet

Gold Huttl & Hitt Are we real clear on our policy?

Hitt Our policy is not a good policy. We need to go over final delivery. Go through single person who can get kind of training they need. County clerk will now send out to department. Drafting a new policy. Will probably bring back to you in November.

Gold Will help us avoid any future liability issues.

Hitt Yes. Can't make a bullet proof policy.

Boice Brookings. Before anybody leaves. 6:30P to 8P. Having a solutions meeting. Presentation of Forest Service. Downstairs in the Elks Lodge.

Huxley Hitt I had talked to you. To this records request. I was not aware of this records request until after the meeting on October 4, 2017. Did not see them on materials submitted for meeting. The public records request. **Gold?**

Gold Not aware of it

Huxley Boice were you aware of public records request?

Boice No.

Huxley Andre Bey made records request. What was troubling these were 10 year old records. Note at the bottom. The only copies are of checks. I recommended policy. By statute the governing body not required to create records that do not exist. This request would have been declined. Not obligated to do anything. That's a concern.

Hitt That's another concern

Huxley statement "Does not include airfare. **Hitt** Can you take care of that?" **Boice** you knew a day or 2 before? Did you know **Fitzgerald** would provide this?

Boice Yes

Wiley Shelia Megson said she initiated the investigation.

Huxley Boice you were aware **Ted Fitzgerald** could have access to these records. There are clearly some serious things. There are some other documents I will share with **Wiley** separately.

Boice If this is legal, will not respond

Wiley There is no way I would recommend a travel policy if I had something in my closet.

B. Community Development Department Re-organization Discussion. - Carolyn Johnson
Community Development Director (7 minutes) 3:00P to 3:19P

John Hitt, Carolyn Johnson & I have been talking for some time about code enforcement. Planning permits are becoming more numerous. Staff is becoming stressed with level of permits.

Johnson is proposing some changes in her department.

Johnson Board wants to pursue code enforcement. I took bulk of that information and wrapped that into a pretty decent description for the building department. It is time to go look for somebody. Money is budgeted for environmental services. It comes down to about \$25,000 to \$30,000 carry over. We're looking at ½ year at this point. Outlay for Fiscal Year (FY) 17-18 would not be huge -- \$17,000 to \$18,000. For next year FY 18-19 we can still be at \$25,000 to \$30,000 This will be a permanent position which means retirement, benefits, etc. I anticipate coming back to you with a job description to authorize and appropriate money for this position.

Gold We appropriated \$30,000 for this.

Johnson You have \$30,000 for the position. We would be looking at what you appropriated for environmental health. Looking at taking a piece of that, too.

Huxley Johnson you and I have talked about this. There was \$30,000 available from Curry Community Health (CCH) **Ken Dukek**. Also, go into general fund for \$10,000. It was a commitment from them. CCH for the FY if we were able to establish that position. \$10,000 could be used. We have already have commitments up to \$40,000 for the last half of 17-18FY.

Johnson My understanding as well. Per discussion with **Hitt** we do not have that money in hand.

Huxley Other mechanism?

Johnson CCH.

Johnson There was \$30,000 budgeted 17-18 FY noted for Community Development Department, which is not enough for this position. I am advising Board will need to come up with additional funding. From beginning of June to where we are now is \$29,981 available to use for a 1/2 year salary. **Huxley** For next FY?

Hitt We have to talk to **Ken Dukek**. The state makes a finite amount of money available every year.

Hitt Not sure what stream from the State would be.

Huxley Plans Examiner, John Pospishil said his code enforcement officer duties would be very restrictive -- land use only. We are looking at something for part time funding and then build on that.

Johnson Asking for green light to finalize job description and the OK to make that a full time position including some planning work for **Johnson**. This means the Board would be open to allocating necessary amount of money.

Gold Have received a number of calls about people dumping raw sewage into the environment causing other families to have problems. Thinks it's really is needed for us.

Johnson There's a caveat for that. The Department of Environmental Quality (DEQ) responsible for squatter's damage to environment. There is a line between how far we go and how far we have to push them to go.

Huxley Asking for a motion?

Johnson Looking for direction.

Hitt Fine with consensus

3:19P **Huxley** Then there is unanimous consensus.

10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes) 3:19P

Huxley

- A. October 25, 2017 Board of Commissioners' Workshop at 10:00AM – Commissioners' Hearing Room
- B. November 1, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room
- C. November 8, 2017 Board of Commissioners' Workshop at 10:00AM – Commissioners' Hearing Room
- D. November 10, 2017 County Offices Closed in Observance of Veteran's Day
- E. November 15, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room

11. INTERIM COUNTY ADMINISTRATOR ORAL REPORT (John Hitt, Interim County Administrator) (5 minutes) 3:20P to 3:31P

A. Management Team Meetings

Hitt The meeting will go to twice a month and a Commissioner is to go each meeting

B. 517 Railroad St Brookings

Still looking at all the things that have to be repaired and have been repaired, other than getting IT in there. Looking for alternate sources of funding to get work down.

C. Housing Studies

D. Miscellaneous

Hitt Main St Gold Beach is redoing the courthouse. Want to make sure the Board is aware of that. They are removing most of existing landscaping to make a consistent street look.

Gold They're taking care of it all?

Hitt Yes, no county money is involved.

Gold & Boice Fine with that.

Hitt We are struggling in the finance department. May be a need to hire full-time temp basis to get books closed out from last year.

Gold Would it be better for **Kallstrom** to come in?

Hitt Yes that's what I'm looking at. **Kallstrom** has expressed a tentative interest.

Huxley Another option would be to try contacting some other municipality. We have some suggestions from contacting auditors.

Hitt Suggestion for office layout here. Not allow direct access from hallway. Come in through window **Jezuit** or **Starbird** or **Hitt** come to window to let them in. **Huxley** It's inviting something you read about too often.

Hitt Can start the process.

Huxley Boice?

Boice Fine. Good.

Hitt Training for new website October 24 and October 26, 2017.

Huttl Where?

Hitt Blue room or own computer.

Hitt Also, I recently found out via phone call Governor Brown is coming to visit to talk about her responses to the fire loss. She is coming Sunday, October 22, 2017 at 11A at Brookings City Hall for elected officials. Then a 12:30P session in the Emergency Management Facility in Brookings for government officials or those involved in the fire.

Boice Trying to convince Governor we need her help on a federal disaster declaration.

Huttl Is there any written component to this invite to flesh out details?

E. Community Development Department Activity Report (2 minutes)

F. Surveyor's Report for September, 2017 (2 minutes)

12. COMMISSIONER UPDATES (15 minutes) 3:32P

Huxley We have exceeded our revised meeting of 4 hours. Need consensus to continue for another 30 minutes. **Gold & Boice** Extend 15 minutes

A. Commissioner Boice 3:32P

Boice stated

- He sent a letter to forest service supervisor Rob Porter challenging road closures, making sure timber is salvaged, and claims processed for homeowners who lost their homes.
- He went to an O & C meeting about sequestration.

Commissioner Gold 3:38P

- Gave an update on Curry Transfer and Recycling (CTR)
 - As of December 31, 2017 China will no longer be buying certain recyclables. As a result, CTR was getting \$30/ton for recycle. Now CTR will have to pay \$35 to get rid of them. City of Brookings residents will be charged \$3.75 per month for recycle cart, eventually extending to urban growth boundaries.

- When the next CTR raise is proposed, the inflation index rate will be the same for all county residents.
- Wild Horses for Natural Fire Abatement. The population of horses have decreased from 2,000,000 to 350,000 has effect on amount of ground fuel grown in the forest. A wild horse consumes about 30 lbs of ground fuel daily. Bill Simpson would be willing to come and give us more information. This is just a recommendation

B. Commissioner Huxley 3:44P

Huxley gave an audio video update covering, outages, streaming, equipment, and discussion with Chief Information Office, Coos-Curry Electric Cooperative, Dan Springer, .

13. ADJOURN 3:47P

Dated this ____th day of _____, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

Sue Gold, Chair

Approved as to form:

John Huttl
Curry County Legal Counsel

Thomas Huxley, Vice Chair

Court Boice, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

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

PROPOSED AGENDA ITEM TITLE: “Cataloging Written Testimony, audio/Video Presentations, Miscellaneous Public Records Submitted before, during and after the Board of Commissioners Meeting March 21, 2018”

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 04/04/18 **DEPARTMENT:** BOC **TIME NEEDED:** 20 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY DISCUSSION ONLY**

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

CONTACT PERSON: Commissioner Thomas Huxley **PHONE/EXT:** 3213 **TODAY’S DATE:** 02/27/18

BRIEF BACKGROUND OR NOTE: (If no memo attached)

FILES ATTACHED:

- (1) March 23 Memo from Commissioner Huxley
- (2) Hitt/Huxley Email Chain of March 23 – 25

INSTRUCTIONS ONCE SIGNED:

- ☒ No Additional Activity Required OR
- ☐ File with County Clerk Name:
- ☐ Send Printed Copy to: Address:
- ☐ Email a Digital Copy to: City/State/Zip:
- ☐ Other Phone:

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

PART II – COUNTY ADMINISTRATOR REVIEW

☒ **APPROVED FOR** 04/04 **BOC MEETING** ☐ **Not Approved for BOC Agenda because**

ASSIGNED TO: DISCUSSION ONLY

Date: March 23, 2018

From: Commissioner Huxley

To: Interim Administrator John Hitt

Subject: Cataloging Written Testimony, Audio/Video Presentations, Miscellaneous Public Records Submitted before, during and after the Board of Commissioner Meeting March 21, 2018.

Interim County Administrator Hitt,

The chaos in the marathon Board of Commissioner meeting March 21, 2018 was exacerbated by the number of documents anonymously left on and around the individual commissioner workstations before the general meeting began at 10:00 AM March 21, 2018. This chaos was compounded further during the public comment period(s) with citizens randomly handing numerous documents to commissioners and others during the meeting. There was well over one hour of public comment excluding those comments during the public hearing at 1:30 PM.

If this lack of accurately documenting the receipt of records received before, during and after the meeting wasn't enough, there was further confusion created with Commissioner Boice showing an array of electronic images and word documents on the meeting room video screens and expecting commissioners to agree with the wording of some of the documents which they had never seen before. This modus operandi is becoming the norm and it is unacceptable.

This situation was further complicated with two speakers designated by Commissioner Boice to present oral testimony, written and visual (images) testimony on Agenda Item 6 B (Proposed Letter To Supervisor of Rogue-Siskiyou National Forest Re: Timber Salvage). Many of the electronic documents presented were never provided by the presenters to staff for inclusion into the record.

While twenty minutes was allowed for discussion on Agenda Item 6 B, a total of one hour of discussion ensued which was broken up between (approximately) 11:30 AM and 2:30 PM.

All of these submittals become public records and we don't even know what the entire list is comprised of. There was also a summary document on Agenda Item 6 D that was read by Commissioner Gold about five hours into the meeting which Commissioner Gold said would be provided to commissioners and was not, nor was it posted online.

The documents posted on the Curry County website Agendas & Minutes pages for the 3/21/18 General Meeting under 'Materials Submitted During Meeting' totals forty (40) pages.

The forty-pages which include fourteen blank pages do not remotely resemble the list of documents actually submitted during the meeting.

After considerable time and review of documents received yesterday, the following are submitted in the hope of providing assistance to determine what documents were actually received and the order in which they were received. While extremely important, the list of documents shown on the presentation screens and discussed above is unknown.

Supplemental - BOC Meeting 3-21-2018 - 40 Pages - 14 Blank

- Page 1 of 40 Submitted Anonymously Before Meeting
- Pages 3, 4, 5 of 40 Submitted Anonymously Before Meeting
- Pages 7 to 11 Submitted Anonymously Before Meeting
- Page 13 Submitted by J. Kolen 10:49 AM
- Pages 15 to 21 Submitted by C. Hunter 11:06 AM
- Pages 23, 24 Submitted by S. Beyerlin 11:11 AM
- Pages 27, 29, 31 Submitted by L. Ismert 11:55 AM
- Pages 33, 35, 37, 39 Submitted by T. Palmer 12:24 PM
- Pages 2, 6, 12, 14, 22, 24, 26, 28, 30, 32, 34, 36, 38 40 Blank

Supplemental - BOC 3-21-2018 Rec'd & NOT Listed (Approximately 100 Pages)

- Anonymous (Left at Workstations) 3 Pages Agenda Item 8
- Anonymous (Left at Workstations) 1 Page Agenda Item 9 B
- Anonymous (Left at Workstations) 6 Pages New Item 9 H
- Gold - Sutter Coast (4 Docs & Email - 31 Pages 3-19-2018 PM)
- 10:28 AM (V. Pruden) Public Comment - Lucas Lane (11 Pages)
- 11:22 AM (T. Palmer) Public Comment - Item 6 B (7 Pages)
- 12:23 PM (V. Pruden) Submitted Doc. Lucas Lane (3 Pages)
- 12:26 PM (G. McMahan) Submitted Doc. Item 6 B (3 Pages)
- 2:40 PM (B. Morrow) Submitted Doc. Item 9 E (2 Pages)
- 3:47 PM (M. McArthur) Submitted Doc. FYI (1 Page)
- Video Screen Presentation (Images & Text) G. McMahan
- Video Screen Presentation (Many Images & Text) C. Boice
- Video Screen Presentation (Text) L. Ismert

Please provide a complete list of all documents and presentations (submitted/presented) received 3/21/2018 before or during the meeting including the name of the individual submitting, the agenda item the document(s)/presentation(s) were regarding and, a list of any of those documents/presentations which were agreed to by reference in any vote on any agenda item yesterday by the governing body.

Also, the continued distraction of still images and video randomly repeating on the meeting room screens during the meeting needs to stop. Comments from Brandt Media staff were that this resulted from use of the wireless mouse of which they have no control over. Once a presentation is complete, the mouse needs to be retrieved by staff and the screen turned off with the remote control.

In closing, there needs to be a high priority assigned to creating a policy/procedure for submittal and receipt (logging in) of materials during Board of Commissioner meetings. The receipt of electronic communication (email) also needs to be addressed. This policy/procedure needs to be strictly enforced.

CURRY COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM ROUTING SLIP

FORM 10-001.1 **Revision 3-22-2018**

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

PROPOSED AGENDA ITEM TITLE: 438 Line St Brookings – Failed Sheriff's Sale

TIMELY FILED Yes ☒ No ☐

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 4/4/18 **DEPARTMENT:** BOC **TIME NEEDED:** 25 min

(^aSubmit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** DISCUSSION ONLY

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

CONTACT PERSON: John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 3/30/18

BRIEF BACKGROUND OR NOTE: (If no memo attached) The Sheriff's sale on March 27, 2018 failed as no one met the minimum bid of \$185,000. Options for the Board to consider are (1) No action; (2) Re-document the sale at a reduced price; (3) Direct staff to list the property with a Real Estate agent.

FILES ATTACHED:

(1) None

(2)

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required OR

☐ File with County Clerk Name:

☐ Send Printed Copy to: Address:

☐ Email a Digital Copy to: City/State/Zip:

☐ Other Phone:

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

PART II – COUNTY ADMINISTRATOR REVIEW

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

ASSIGNED TO: DISCUSSION ONLY

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Chetco Bar Fire -- CC Board of Commissioners Request and Letter to Senators Merkley and Wyden for a full Congressional Investigation and to locate any related and missing documents...**AGENDA DATE^a:** 4-4-18 **DEPARTMENT:** Commissioner's **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 3-29-2018**BRIEF BACKGROUND OR NOTE^b:** Please See Attached Resolution ...^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1)yes

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

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

(If Yes, brief detail)

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



**Curry County
Board of Commissioners**

Sue Gold, *Chair*
Thomas Huxley, *Vice Chair*
Court Boice, *Commissioner*

94235 Moore Street/Suite #122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax
800-243-1996 www.co.curry.or.us

April 4, 2018

RE: Chetco Bar Fire Call for Congressional Investigation

**The Honorable U.S. Senator Ron Wyden
The Honorable U.S. Senator Jeff Merkley**

Dear Senators;

Thank you both for the time you spent coming to Curry County during and after the Chetco Bar Fire was finally and officially declared “contained”.

As you know, the fire destroyed several homes, 16,000 acres of Private Timber Land and nearly 175,000 acres of some of the most beautiful, sacred, and wildest land in the Continental United States. Almost one fifth of our County land mass suffered with the severe burn category, with a total cost to the American Tax Payers of \$ 78 million. Thousands of birds and wildlife were incinerated. 80% of the Brookings-Harbor watershed was lost. Our citizens throughout Oregon suffered very hazardous smoke inhalation. We lost at least half of our Oregon Redwoods. An absolute minimum of burned timber salvage has been identified for harvest (7%). The greatest irony however is that the fire conditions now for 2018 are more serious than ever, and the list goes on and on.

We speak for many in Southern Oregon who believe this fire was not properly confronted nor battled from the very beginning. It has ultimately cost Oregon dearly and in many additional ways that are too early to calculate or even understand.

What our Curry County Board of Commissioners is seeking, is simply to get aid in determining the truth, and the factual history regarding this awful catastrophic fire.

We are asking for a full and immediate Congressional Investigation for all facts, and also retrieve any missing documents for the Chetco Bar Fire.

Thank you again.

Curry County Board of Commissioners

Sue Gold

Thomas Huxley

Court Boice

SOME EARLY CHETCO BAR FIRE CONCERNS – U.S. FOREST SERVICE, LEAD AGENCY

- 1. Extreme fire conditions existed before and during the fire.**
- 2. Insufficient preparation took place given those actual and predicted fire conditions.**
- 3 During a time of extreme fire danger emergency initial response to known fire did not necessarily take place.**
- 4. During a time of extreme fire danger, minimal effort was made to search for the Chetco Bar fire after it was known that a fire had been started.**
- 5. The person directly responsible for management of the forest area (District Ranger) – it is uncertain that authority and will to commit suppression resources.**
- 6. Initially and later there was confusion over the chain of command.**
- 7. Question if the fire was attacked at the time of lowest fire activity.**
- 8. Too restrictive regulations prevented efficient attack on fires and uncertainty on “Wilderness area” rules.**
- 9. Too restrictive regulations were used as an excuse not to take action.**

The following recommendations are made based on the conclusions of this analysis.

- 1. Policies should be changed to emphasize that all fires shall be aggressively attacked at the earliest time when high fire conditions exist.**
- 2. Any fire not controlled by 10:00 a.m. of the day following the day that the fire started shall be the subject of a Fire Board of Review to determine the cause and make recommendation for future actions.**
- 3. Any fire started in a time of high fire danger shall be considered an emergency condition, especially if it is in the month of July**
- 4. Eliminate the Minimum Impact Suppression Tactics (M.I.S.T.) approach to fighting Oregon Forest Fires.**
- 5. The District Ranger shall have both the responsibility and authority to order and commit full suppression resources during times of high fire danger.**
- 6. Organizations that do not have Stewardship responsibility over the natural resources in danger shall have only advisory fire control responsibility and authority**

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Sudden Oak Death Task Force, MOU Signature Needed ...**AGENDA DATE^a:** 4-4-18 **DEPARTMENT:** Commissioner's **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** March 29, 2018**BRIEF BACKGROUND OR NOTE^b:** Please See Attached MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF THE ALL LANDS COORDINATION RECOMMENDATIONS OF THE SUDDEN OAK DEATH TASK FORCE STRATEGIC ACTION PLAN...^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)yes

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☒ No ☐**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☒

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☐

(If Yes, brief detail)

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

Sudden Oak Death Task Force

Strategic Action Plan

Approved May 31, 2017



Table of Contents

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MEMORANDUM OF UNDERSTANDING

FOR

IMPLEMENTATION OF THE ALL LANDS COORDINATION RECOMMENDATIONS OF THE SUDDEN OAK DEATH TASK FORCE STRATEGIC ACTION PLAN

I. PARTIES

This is a Memorandum of Understanding (MOU) between the following parties:

USDA, Forest Service, Region 6	Confederated Tribe of the Siletz Indians
USDI, Bureau of Land Management	Tolowa Dee-Ni Nation
Oregon Department of Forestry	Oregon State University, Extension Service
Oregon Department of Transportation	Oregon Sea Grant
Curry County	Oregon Forest Industry Council
Coos County	Weyerhaeuser
Josephine County	South Coast Lumber
City of Brookings	Roseburg Resources
City of Gold Beach	Rayonier Washington Timber Company
Coquille Indian Tribe	Oregon Small Woodlands Association
Sek-wet-se Corporation	Wild Rivers Forest Collaborative
Cow Creek Band of Umpqua Indians	

II. LEGAL AUTHORITIES

These parties will continue to work collaboratively to implement the All Lands Coordination Subcommittee's recommendations contained in the May 2017 Sudden Oak Death (SOD) Strategic Action Plan to the best of their abilities and in coordination and compliance with all legal authorities that allow them to enter into this Memorandum of Understanding (MOU), as well as their financial abilities to participate.

III. BACKGROUND

In 2017, a Task Force was convened by U.S. Senator Jeff Merkley and Oregon State Representative David Brock Smith staffed by the Association of Oregon Counties through legislative funding. The mission of the Task Force was to develop a collaborative-based strategic action plan, including securement of additional resources to contain the NA1 lineage of *Phytophthora ramorum* and eradicate the EU1 lineage of *P. ramorum* in Curry County, Oregon using an ecosystem management approach that is scientifically sound, ecologically credible and economically sound. Development and unanimous approval of the Strategic Action Plan (attached as appendix A) required cooperation, coordination, and collaboration among the participating Federal agencies, and with the State of Oregon, Tribes, local governments and private landowners.

IV. PURPOSE

The purpose of this MOU is to maintain a collaborative framework to implement the recommendations in the approved SOD Strategic Plan. Implementation of the SOD Strategic Plan is integral to containing the NA1 lineage of *P. ramorum* and eradicating the EU1 lineage in Curry County, Oregon using an ecosystem management approach that is scientifically sound, ecologically

credible, economically sound and legally responsible.

The parties to this MOU agree:

- To monitor and evaluate progress toward implementation of the SOD Strategic Action Plan, and to adapt to change as needed and appropriate, in a cohesive manner;
- To cultivate greater trust, coordination, and collaboration among Federal agencies, within individual agencies, and with State, Tribal, local governments and private landowners;
- To integrate and support the best scientific information available and still needed for research and monitoring into adaptive management decisions;
- To share information, technology and expertise, and coordinate resources in order to make and implement better-informed decisions related to SOD and adaptive management across jurisdictional boundaries;
- To coordinate application of federal, state and local agency budgets and other sources of funds to maximize efficient use of funds toward the implementation and monitoring of SOD management strategies;
- The All Lands Subcommittee will accept and implement recommendations from other Task Force Subcommittees where an all lands approach is necessary to meet the goals of the strategic action plan; and

The All Lands Subcommittee will serve as a resource to landowners to help implement the interagency Science Team's strategies using a proactive and cross-boundary approach.

This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

V. STRUCTURE

The Task Force made up of the agencies, Tribes and entities identified in Section I will be the guiding executive team to ensure that the stipulations outlined in this MOU and the SOD Strategic Action Plan are followed to the best of their abilities given legal constraints, workloads and budgets.

VI. TERM

The term of this agreement is five years from the date of execution. Each party's participation in this agreement shall be subject to the availability of funds. Each party may terminate their participation in this

agreement with 30-day notice to the Association of Oregon Counties as staff to the co-conveners and facilitators of the Sudden Oak Death Task Force.

VII. RESPONSIBLE PARTIES

 12/21/17
Signature Date

Jim Pena, Regional Forester
USDA, Forest Service Region 6

Signature Date

Peter Daugherty, State Forester
Oregon Department of Forestry

Signature Date

Commissioner Court Boice
Curry County

Signature Date

Commissioner Simon Hare
Josephine County

 11-3-17
Signature Date

Signature Date

Chief Scott D. Sullivan, Tribal Chair
Tolowa Dee-Ni Nation

Signature Date

Jamie Connell, State Director OR and WA
UDSI, Bureau of Land Management

Signature Date

Matthew Garrett, Director
Oregon Department of Transportation

Signature Date

Commissioner Melissa Cribbins
Coos County

 12/17/17
Signature Date


Mayor Jake Pieper
City of Brookings

Signature Date

Mayor Karl Popoff
City of Gold Beach

 12/4/17
Signature Date

Brenda Meade, Tribal Chair
Coquille Indian Tribe

 11/29/17
Signature Date

George Smith, President
Sek-wet-se Corporation

Signature

Date

Dan Courtney, Tribal Chair
Cow Creek Band of Umpqua Indians


Signature Date 12/15/17

Delores Pigsley, Tribal Chair
Confederated Tribes of Siletz Indians

Signature

Date

A. Scott Reed, Vice Provost
OSU Extension Service

Signature

Date

Shelby Walker, Executive Director
Oregon Sea Grant

Signature

Date


Signature Date 11/29/17

Kristina McNitt, President
Oregon Forest Industry Resources Council

Pat Fadden, Timber Department Manager
South Coast Lumber Co.

Signature

Date


Signature Date 1-24-18

Ian Thompson, Senior Timber Marketing Manager
Rayonier Washington Timber Company

Weyerhaeuser

Signature

Date

Mark Wall, Forestry Manager
Roseburg Resources

Signature

Date

Jim James, Executive Director
Oregon Small Woodlands Association

Signature

Date

Wild Rivers Forest Collaborative