



# CURRY COUNTY BOARD OF COMMISSIONERS

## GENERAL MEETING

Wednesday May 30, 2018 – 10:00 AM  
Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://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. Curry County 4-H and Extension Service District (Packet pages 3 to 10)
    - i. Order to Appoint District Budget Committee Member
    - ii. Intergovernmental Agreement (IGA) with Oregon State University and Curry County
  - B. Budget Appropriation Transfer
    - i. Juvenile (Packet page 11)
    - ii. BOC Office (Packet page 14)
    - iii. Justice Re-invest Grant (Packet page 17)
- 5. PRESENTATIONS**
  - A. Minutes (5 minutes) (Packet page 20)
    - i. General Meeting October 18, 2017 (Packet page 21)
    - ii. General Meeting of April 4, 2018 (Packet page 34)
    - iii. Special Meeting with Executive Session of April 6, 2018 (Packet page 41)
    - iv. Executive Session April 7, 2018 (Packet page 42)
    - v. General Meeting April 18, 2018 (Packet page 43)
  - B. Road Department Bid Award - Annual Paint Striping Project – Richard Christensen, Roadmaster (10 minutes) (Packet page 50)
  - C. One (1) Year Extension of Current Service with Axon Enterprise for Body Camera – John Ward, Sheriff (15 minutes) (Packet page 60)
  - D. Order and Master Agreement for Updated/Records Management System – John Ward, Sheriff (15 minutes) (Packet page 64)
  - E. Replacement of Video Surveillance System – John Ward, Sheriff (15 minutes) (Packet page 87)

**6. ADMINISTRATIVE ACTIONS/APPOINTMENTS (5 minutes)**

**7. PUBLIC HEARING**

First Reading of Ordinance Creating Curry County Parks and Recreation Committee – Jay Trost, Juvenile/Parks Director (10 minutes) (Packet page 91)

**8. OLD BUSINESS/PENDING ACTIONS**

- A. Brookings Head Start Project Architect Agreement – John Huttli, County Counsel (5 minutes) (Packet page 96)
- B. Oregon Coast Community Action (ORCCA) Contribution of Costs for Replacement Architect – John Huttli County Counsel (5 minutes) (Packet page 130)
- C. Brookings Airport Transfer Ownership and Sponsorship to City of Brookings – John Huttli, County Counsel (10 minutes) (Packet page 135)

**9. DISCUSSION/BOARD DIRECTION/DECISION**

**10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes)**

- A. Coos-Curry Housing Authority 2 Vacancies with Terms Expiring January 3, 2021 and April 29, 2022
- B. June 6, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
- C. June 20, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
- D. June 27, 2018 Possible End of 2017-2018 Fiscal Year Meeting
- E. July 4, 2018 County Offices Closed
- F. July 18, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room

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

- A. Federal Coordination Letter – 10 originals or 1 original?
- B. Brookings Head Start Schedule Memo and Notarized Offer (Packet page 158)
- C. Community Development Report March 2018 (Packet page 160)
- D. Surveyor Monthly Report - April 2018 (Packet page 164)

**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:** Filling a vacancy on the Curry County 4H and Extension Service District's Budget Committee.

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 5/30/18 **DEPARTMENT:** 4H **TIME NEEDED:** 2 min

(<sup>a</sup>Submit 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:** Sheryl McDonald **PHONE/EXT:** 541 247 6672 **TODAY'S DATE:** 5/24/18

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Order Appointing Peggy Goergen, term expiring 4/17/21, to the District's Budget Committee.

**FILES ATTACHED:**

- (1) Order
- (2) Agreement
- (3)

**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: PRESENTATION**

**BEFORE THE BOARD OF COMMISSIONERS FOR CURRY COUNTY  
STATE OF OREGON  
ACTING AS THE GOVERNING BODY OF THE  
CURRY COUNTY 4-H AND EXTENSION SERVICE DISTRICT**

In the Matter of Appointment of Members )  
To the Curry County 4-H and Extension )  
Service District Budget Committee )

ORDER NO. \_\_\_\_\_

WHEREAS, it has come to the attention of the Curry County Board of Commissioners, acting as the Governing Body of the Curry County 4-H and Extension Service District (District), that there are vacancies on the District's Budget Committee; and

WHEREAS, it is both proper and necessary that the Governing Body of the District fill said vacancies by making appointments as provided herein; and

WHEREAS, by Order No. 13628 adopted on March 7, 2012, the Board approved a procedure for appointing members to the 4-H and Extension Service District Budget Committee;

NOW, THEREFORE, the Curry County Board of Commissioners, acting as the governing body of the Curry County 4-H and Extension Service District HEREBY ORDERS that the following person be appointed to the District's Budget Committee with a term expiring as hereinafter set forth:

Peggy Goergen to a 3-year term expiring April 17, 2021.

DATED this \_\_\_\_ day of May, 2018.

BOARD OF COUNTY COMMISSIONERS FOR  
CURRY COUNTY, OREGON, ACTING AS THE  
GOVERNING BODY OF THE 4-H AND  
EXTENSION SERVICE DISTRICT

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Tom 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:** Intergovernmental Agreement (IGA) with OSU and Curry County 4-H and Extension District

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 5/30/18 **DEPARTMENT:** 4H **TIME NEEDED:** 2 min

(<sup>a</sup>Submit 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:** Sheryl McDonald **PHONE/EXT:** 541 247 6672 **TODAY'S DATE:** 5/24/18

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Intergovernmental Agreement (IGA) with Oregon State University (OSU) for delivery of OSU educational programs to Curry County citizens.

**FILES ATTACHED:**

- (1) Agreement
- (2)
- (3)

**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: PRESENTATION**

## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU", and Curry County 4-H and Extension Service District, hereinafter referred to as "District."

WHEREAS, ORS 451 grants Oregon counties the ability to establish service districts to provide services within a county or counties, including Agricultural educational extension services, and designates the county court, which includes the board of county commissioners, as the governing body of the service district. ORS 451 further states that the governing body shall carry out the powers and duties of the service district under the name of the district;

WHEREAS, the citizens of Curry County have expressed their need, desire, and support for OSU educational programs and OSU, through its Extension Service;

WHEREAS, OSU has the capability and resources to provide the desired educational programs;

WHEREAS, District was established by an Order of the Board of County Commissioners for the County of Curry, Oregon on September 16, 1986, for the purpose of providing support and funding for OSU educational programs in County.

IT IS HEREBY AGREED, OSU and the District hereby enter this Agreement for the provision of the delivery of OSU educational programs to citizens of Curry County in consideration of the mutual promises stated herein.

### **1. OSU AGREES TO:**

- 1.1. Deliver OSU educational programs and information to residents of Curry County.
- 1.2. Employ faculty and staff as designated by OSU who will deliver OSU educational programs. The number of faculty and staff employed by OSU will vary based on need and available funding.
- 1.3. Designate one OSU representative to lead the effort to deliver OSU educational programs under this Agreement. This OSU representative may assign tasks to OSU program and office staff as deemed appropriate.
  - 1.3.1. Serve as OSU's primary contact for any budget and financial administration inquiries. Liaise with District regarding District budget and financial administration.
- 1.4. Recruit and train volunteer citizens to assist in the delivery of OSU educational programs.
- 1.5. Provide leadership and training on OSU's educational programs for OSU faculty, staff, and volunteer citizens.
- 1.6. Maintain a resource base of specialized personnel and research information for use by OSU faculty and volunteer citizens in the delivery of OSU educational programs.

- 1.7. OSU shall not subcontract, assign or transfer any of its interest in this Agreement, without the prior written consent of District. In the event that District chooses to delegate any or all District obligations under this Agreement to Curry County, OSU hereby accepts and approves District's delegation of obligations to Curry County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, delegees, and assigns, if any.
- 1.8. OSU agrees that the funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service described in this Agreement.

## **2. DISTRICT AGREES TO:**

- 2.1. Authorize and provide support and funding as indicated in the approved District budget to carry out OSU educational programs for the duration of this Agreement.
  - 2.2. Retain any approved funds not remitted to OSU. Funds retained in District for OSU educational programs will be used for payment of District's Extension Service related expenses.
  - 2.3. Designate a Budget Officer for District operations. The Budget Officer is responsible for the oversight of the budget and financial administration in accordance with the District's budget policies and any applicable budget laws; and serves as the primary contact for budget and financial administration inquiries for District operations.
    - 2.3.1. The Budget Officer may be a District employee, or provided both parties mutually agree, an OSU employee.
    - 2.3.2. If the Budget Officer is an OSU employee, the Budget Officer will liaise with District regarding budget and financial administration. The Budget Officer will be responsible for recommendations, not authorization, of budget and financial transactions. The Budget Officer will not have signature authorization nor serve as the Agent of Records.
  - 2.4. District shall process requests by OSU for payment of services in accordance with the budget adopted by the District. Payment will be based on invoices provided by OSU. OSU shall invoice Curry County quarterly. Invoices will be submitted each October, January, and April based on one fourth of the appropriated amount. A fourth and final invoice shall be submitted for the remaining amount due for actual expenditures. The final invoice shall be submitted no later than July 15<sup>th</sup>. If applicable, any remaining surplus at fiscal year-end will be promptly returned to the District by OSU upon request of the District.
- 3. VEHICLE USE:** District shall provide, at their sole discretion, access to District owned vehicle(s) to OSU for use by OSU faculty and staff to be used in the course of delivering OSU educational programs described in this Agreement. Prior to such use, the parties shall execute a separate Vehicle Use Agreement.

## **4. MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:**

- 4.1. This Agreement is effective on the date it has been signed by all parties and all required approvals have been obtained. This Agreement expires on June 30, 2023.

- 4.2. District and OSU understand and agree that each party's respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow that party, in the exercise of its reasonable administrative discretion, to fund this Agreement.
- 4.3. This Agreement may be terminated at any time pursuant to the mutual agreement of the parties.
- 4.4. District will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by District.
- 4.5. The parties each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- 4.6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative fault shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

- 4.7. The parties agree that discrimination on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran's status, reprisal or retaliation for prior civil rights activity (Not all prohibited basis apply to all programs.) shall not exist in any activity or operation carried out in the performance of this Agreement.

4.8. **MERGER:** THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE SIGNED BY ALL PARTIES AND SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

**BOARD OF COUNTY COMMISSIONERS FOR CURRY COUNTY, OREGON ACTING AS THE GOVERNING BODY OF THE CURRY COUNTY 4-H AND EXTENSION SERVICE DISTRICT**

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Huxley, Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Court Boice, Commissioner

\_\_\_\_\_  
Date

**OREGON STATE UNIVERSITY**

\_\_\_\_\_  
Wiley Thompson, Regional Director  
Oregon Coast Region

\_\_\_\_\_  
Date

\_\_\_\_\_  
A Scott Reed  
Vice Provost, Outreach and Engagement  
Director, OSU Extension Service

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mindy Berger  
OSU Contract & Operations Specialist  
PCMM Contract Services

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **District Support and Funding**

Subject to the funding limitations specified in Section 2.1, District funds may be used for the following activities:

1. Office and educational personnel as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space to adequately house OSU educational programs, including but not limited to, office space in a District-owned or leased facility. Such space may include utilities, internet, telephone, kitchen facilities, and any maintenance and repair. Office occupancy agreements shall be determined and obtained by the District.
3. Funding for maintenance, repair, service, fuel and other operational costs of District-provided vehicle, per Vehicle Use Agreement.
4. Funding to support travel and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances are to conform to the OSU travel reimbursement rates.
5. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
6. Funding for equipment and other capital outlay items which have been approved by the District's governing body.
7. Funding for other contingency expenditures, as approved by the District's governing body.

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: Supplemental Budget-Juvenile**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(<sup>a</sup>Submit 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 note below**

**CONTACT PERSON:** Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 05/24/18

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Because of new hire percentages of staff allocations changed in 2017-2018 between Parks and Juvenile departments.

**FILES ATTACHED:**

- (1) Resolution
- (2) Supplemental Budget (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 \_\_\_\_\_ BOC MEETING  Not Approved for BOC Agenda because

**ASSIGNED TO:**

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

IN THE MATTER OF REALLOCATION OF            )  
APPROPRIATIONS BETWEEN CATEGORIES    )  
IN THE **2017-2018 FISCAL YEAR BUDGET**    )            **RESOLUTION**

**WHEREAS**, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2017-2018 fiscal year budget: and,

**WHEREAS**, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

**BE IT RESOLVED** that the 2017-2018 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2018.

Dated this \_\_\_\_\_ day of May, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner

Approved as to form:

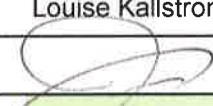
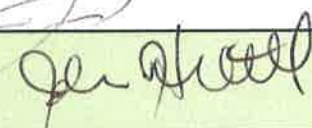
\_\_\_\_\_  
John Hutt  
Curry County Counsel



Supplemental Budget # FY2017-18

Fund Budget Must Balance To \$0.00

Department: **JUVENILE**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
<b>Revenue</b>				
-334.00-000-00		-	-	-
1.10-423.60-335.89-000-00	Other - St - OYA Basic	14,750	5,000	19,750
-399.03-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	<b>Total Resources</b>	<b>14,750</b>	<b>5,000</b>	<b>19,750</b>
<b>Personal Services</b>				
1.10-423.60-490.00-110-00	Sal-Regular	247,209	15,928	263,137
1.10-423.60-490.00-120-00	Sal-Irregular	8,940	(7,380)	1,560
1.10-423.60-490.00-130-00	Sal-Overtime	-	200	200
1.10-423.60-490.00-213-00	Ben-Health Ins	57,000	4,200	61,200
1.10-423.60-490.00-214-00	Ben-Life Ins	294	28	322
1.10-423.60-490.00-220-00	Ben- FICA 7.65%	21,125	670	21,795
1.10-423.60-490.00-230-00	PERS-County	30,116	1,799	31,915
1.10-423.60-490.00-260-00	Ben-Workers Comp	7,335	267	7,602
1.10-423.60-490.00-290-00	Ben-OR W/Comp Assessment	298	4	302
1.10-423.60-490.00-295-00	IGS - 3.10 Unemp Self Ins Reserve	2,071	66	2,137
	<b>Total Personal Services -</b>	<b>374,388</b>	<b>15,782</b>	<b>390,170</b>
<b>Materials &amp; Services</b>				
-490.00-310-00	Pro Services-Training	-	-	-
-490.00-416-00	Util-Cell Phone	-	-	-
1.10-423.60-490.00-581-00	IGS - Assigned Vehicles	30,000	(9,000)	21,000
-490.00-600-00	Supplies-Office	-	-	-
-490.00-602-00	Supplies-Uniforms	-	-	-
1.10-423.60-490.00-610-00	Supplies-Non-Capital	3,000	(1,782)	1,218
-490.00-615-00	Other Mat & Supplies	-	-	-
-490.00-650-00	Dues & Memberships	-	-	-
-490.00-824-00	IGS - 2.20 Occupancy	-	-	-
	<b>Total Materials &amp; Services</b>	<b>33,000</b>	<b>(10,782)</b>	<b>22,218</b>
<b>Debt, Capital, Transfers</b>				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-849-00	Capital Outlay - Motor Vehicle			-
-490.00-849-00	Capital Outlay			-
-491. - -00	Tran To			-
-492. - -00	Tran To (use 492 for Tran within a Fund)			-
	<b>Total Expenditures</b>	<b>407,388</b>	<b>5,000</b>	<b>412,388</b>
			Total Change should = 0 >> -	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	5/9/2018	
Department Head		Date	5/14/18	
Approved by Elected Official or County Administrator		Date	5/11/18 COURT ADJUN	

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: Supplemental Budget-BOC Office**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(<sup>a</sup>Submit 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 note below**

**CONTACT PERSON:** Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 05/24/18

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Move funds from payroll to professional services/cell phone/supplies-equipment/travel to pay for interim county administrator and county administrator interview costs.

**FILES ATTACHED:**

- (1) Resolution
- (2) Supplemental Budget (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 \_\_\_\_\_ BOC MEETING  Not Approved for BOC Agenda because

**ASSIGNED TO:**

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

IN THE MATTER OF REALLOCATION OF            )  
APPROPRIATIONS BETWEEN CATEGORIES    )  
IN THE **2017-2018 FISCAL YEAR BUDGET**    )            **RESOLUTION**

**WHEREAS**, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2017-2018 fiscal year budget: and,

**WHEREAS**, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

**BE IT RESOLVED** that the 2017-2018 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2018.

Dated this \_\_\_\_\_ day of May, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner

Approved as to form:

\_\_\_\_\_  
John Huttl  
Curry County Counsel

Supplemental Budget # FY2017-18

Fund Budget Must Balance To \$0.00

Department: **BOC OFFICE**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
<b>Revenue</b>				
-334.00-000-00				-
-335.00-000-00				-
-399.03-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	-	-
<b>Personal Services</b>				
2.20-411.20-490.00-110-00	Sal-Regular	118,424	(43,389)	75,035
2.20-411.20-490.00-120-00	Sal-Irregular	2,000	-	2,000
2.20-411.20-490.00-130-00	Sal-Overtime	-	-	-
2.20-411.20-490.00-213-00	Ben-Health Ins	24,000	(8,793)	15,207
2.20-411.20-490.00-214-00	Ben-Life Ins	157	(58)	99
2.20-411.20-490.00-220-00	Ben- FICA 7.65%	9,212	(3,375)	5,837
2.20-411.20-490.00-230-00	PERS-County	22,091	(8,094)	13,997
2.20-411.20-490.00-260-00	Ben-Workers Comp	186	(68)	118
2.20-411.20-490.00-290-00	Ben-OR W/Comp Assessment	115	(42)	73
2.20-411.20-490.00-295-00	IGS - 3.10 Unemp Self Ins Reserve	903	(331)	572
	<b>Total Personal Services -</b>	177,088	(64,150)	112,938
<b>Materials &amp; Services</b>				
2.20-411.20-490.00-330-00	Pro Services-General	5,000	60,000	65,000
2.20-411.20-490.00-416-00	Util-Cell Phone	-	350	350
2.20-411.20-490.00-584-00	Travel-Transportation	-	2,000	2,000
-490.00-600-00	Supplies-Office			-
-490.00-602-00	Supplies-Uniforms			-
2.20-411.20-490.00-610-00	Supplies-Non-Capital	500	1,800	2,300
-490.00-615-00	Other Mat & Supplies			-
-490.00-650-00	Dues & Memberships			-
-490.00-824-00	IGS - 2.20 Occupancy			-
	<b>Total Materials &amp; Services</b>	5,500	64,150	69,650
<b>Debt, Capital, Transfers</b>				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-849-00	Capital Outlay - Motor Vehicle			-
-490.00-849-00	Capital Outlay			-
-491.00-00	Tran To			-
-492.00-00	Tran To (use 492 for Tran within a Fund)			-
	<b>Total Expenditures</b>	182,588	-	182,588
			Total Change should = 0 >> -	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	Louise Kallstrom	Date	5/23/2018	
Department Head	<i>[Signature]</i>	Date	5/23/18	
Approved by Elected Official or County Administrator	<i>[Signature]</i> Acting County Administrator	Date		

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: Supplemental Budget-Justice Reinvest Grant 15-17**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/18 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min

(<sup>a</sup>Submit 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 note below**

**CONTACT PERSON:** Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 05/24/18

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Carryover allowed on 15-17 Justice Reinvestment Grant-need budget for carryover balance.

**FILES ATTACHED:**

- (1) Resolution
- (2) Supplemental Budget (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 \_\_\_\_\_ BOC MEETING  Not Approved for BOC Agenda because

**ASSIGNED TO:**

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

IN THE MATTER OF REALLOCATION OF            )  
APPROPRIATIONS BETWEEN CATEGORIES    )  
IN THE **2017-2018 FISCAL YEAR BUDGET**    )            **RESOLUTION**

**WHEREAS**, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2017-2018 fiscal year budget: and,

**WHEREAS**, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

**BE IT RESOLVED** that the 2017-2018 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2018.

Dated this \_\_\_\_\_ day of May, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner

Approved as to form:

\_\_\_\_\_  
John Huttl  
Curry County Counsel

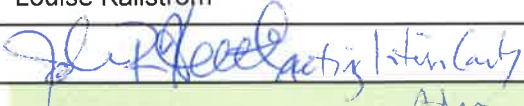

Supplemental Budget # FY2017-18

Fund Budget Must Balance To \$0.00

Department: **15-17 JUSTICE REINVEST GRANT**

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
<b>Revenue</b>				
-334.00-000-00				-
2.50-423.50-335.30-000-34	GR-FED-ST Justice Reinvestment 15-17	-	69,560	69,560
				-
-399.03-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	<b>Total Resources</b>	-	69,560	69,560
<b>Personal Services</b>				
2.50-423.50-490.00-110-34	Sal-Regular	-	-	-
2.50-423.50-490.00-120-34	Sal-Irregular	-	8,215	8,215
2.50-423.50-490.00-130-34	Sal-Overtime	-	-	-
2.50-423.50-490.00-213-34	Ben-Health Ins	-	-	-
2.50-423.50-490.00-214-34	Ben-Life Ins	-	-	-
2.50-423.50-490.00-220-34	Ben- FICA 7.65%	-	629	629
2.50-423.50-490.00-230-34	PERS-County	-	1,701	1,701
2.50-423.50-490.00-260-34	Ben-Workers Comp	-	23	23
2.50-423.50-490.00-290-34	Ben-OR W/Comp Assessment	-	9	9
2.50-423.50-490.00-295-34	IGS - 3.10 Unemp Self Ins Reserve	-	61	61
	<b>Total Personal Services -</b>	-	10,638	10,638
<b>Materials &amp; Services</b>				
2.50-423.50-490.00-330-34	Pro Services-T4C Courses	-	36,605	36,605
2.50-423.50-490.00-331-34	Pro Services-Program Incentives	-	3,000	3,000
2.50-423.50-490.00-332-34	Pro Services-OASIS Shelter Home	-	12,204	12,204
2.50-423.50-490.00-332-34	Data Transport-Harbor Sub Station	-	3,600	
-490.00-600-00	Supplies-Office	-	-	-
-490.00-602-00	Supplies-Uniforms	-	-	-
-490.00-610-00	Supplies-Non-Capital	-	-	-
2.50-423.50-490.00-615-34	Other Mat & Supplies	-	2,263	2,263
2.50-423.50-490.00-622-34	Utilities-Harbor Sub Station	-	1,250	1,250
-490.00-824-00	IGS - 2.20 Occupancy	-	-	-
	<b>Total Materials &amp; Services</b>	-	58,922	55,322
<b>Debt, Capital, Transfers</b>				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-849-00	Capital Outlay	-		-
-491.-.-00	Tran To	-		-
	<b>Total Expenditures</b>	-	69,560	69,560
Total Change should = 0 >>			-	

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

Prepared By	Louise Kallstrom	Date	5/23/2018
Department Head		Date	5/23/18
Approved by Elected Official or County Administrator		Date	



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: Meeting Minutes**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>: 05-30-18 DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

**MEMO ATTACHED** Yes  No  If no memo, explain:

**CONTACT PERSON:** J. Huttl **PHONE/EXT:** x3218 **TODAY'S DATE:** 05-22-18

**BRIEF BACKGROUND OR NOTE: (If no memo attached) Minutes for approval**

**FILES ATTACHED:**

(1) 10-18-17; 04-04-18; 04-06-18; 04-07-18; and 4-18-18

(2)

(3)

**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: PRESENTATION**





# 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](http://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.*

### MINUTES

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

#### 2. ADOPTION/AMENDMENT OF THE AGENDA 10:01 to 10:21A

**Huxley** Pull 3C 3D 3E and put these 3 items between Item 4 and Item 5.

Also, on 3E, asking for signature authority for chair; then move 3C, 3D, 3E to follow public comments; and finally remove June 28, 2017 minutes. There is consensus to move Minutes of May 3, 2017; Minutes of June 28, 2017; Items 3C, 3D; and 3E out of the Consent Calendar.

**Huttl** I have a letter from City of Brookings to put on the agenda.

**Johnson** City of Brookings is also submitting an application to Department of Land Conservation and Development (DLCD). City of Brookings provided a letter of support to DLCD for Curry County application.

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

**Boice** Fine

#### 3. CONSENT CALENDAR

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** Regarding 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.**

10:21A Motion by Gold 2<sup>nd</sup> by Boice to approve the Consent Calendar as amended. (Minutes of August 16, 2017, 3B, and 3F) And approved City of Brookings grant support letter. **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. They are travel policy, Hamilton Lane, and **David Barnes**.

**Hitt** There is a request or accommodation for **Mary Rowe** to be 1<sup>st</sup> to speak. I recommended doing it sooner rather than later.

**Boice** We will have a call in 7 minutes. Rather not keep people waiting who will call in. **Jackson County Commissioner Colleen Roberts** and **Coos County Commissioner Bob Main** are 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 to ask about the showers?

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

Former Consent 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 the 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 five (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 to sign the grant.

10:37A Motion by **Gold** 2<sup>nd</sup> 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 I anticipate when Josephine County cracks down, then those operations will move to Curry.

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

**Gold** 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 the person owns the land and lives there.

**Gold** How are you going to enforce all of this?

**Schmelzer** Josephine County Commissioners' approved hiring of another code enforcement person. The revenues gained by enforcement can help pay for a deputy and an 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** Are there 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.

**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.

**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

**Dianne Daniels** Read her letter. To read the letter, please click here

[http://www.co.curry.or.us/2017\\_10\\_18%20Submitted%20During%20Meeting%20PACKET.pdf](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, 2017. 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 the **Cheshier's** water & electricity.

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

**Laurel Bigelow** (1) observed, at about 2:30AM, there were people who came back to the house with flashlights, and (2) expressed the 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, the Sheriff's Department has developed a plan to document plates, but they did not have evidence to get a search warrant.

**Gold** stated a code enforcement officer, whom 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 the property is declared a public safety hazard, it can be condemned.

**Boice** (1) agreed we need a code enforcement officer stating we need 2, and (2) stated we need to find funding, but by not using property taxes.

**Huxley: Grasham, Johnson** and Huxley have corresponded as far as where they 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** 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** 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.)

Upon returning from the lunch break **Huxley** resumed the meeting and was interrupted by **Barnes** requesting his discussion before lunch be continued. **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.

**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. Next is Item 3C Allcare Grant resolution.

**Hitt** Commissioners, you have a resolution relating to Allcare Grant funding. The Cities of Gold Beach and Port Orford may be interested in participation in 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 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 **Commissioner 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 may sign. Would like to add County Administrator as designee for signature also as occasions arise when a commissioner is not here.

1:36P Motion by **Gold** 2<sup>nd</sup> 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 being used for search for the County Administrator

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

**Huxley** This is not a finder's fee. It is the responsibility of the customer that pays Prothman whether the customer hires or doesn't hire.

**Gold** They'll ask us for their expenses?

**Huxley** Those costs have already been 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** commented he did not want to apply under Prothman.

**Hitt** I'll follow up with Prothman if you grant me authority. In my most recent conversation with Prothman, they said they do not have anything to do with **Marshall**.

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

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

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

**Boice** It's not included in the motion for **Hitt** to contact Prothman. Is there Board consensus for **Hitt** to contact Prothman? Does **Hitt** have our support?

**Huxley** Read the (Prothman) contract first. For **Hitt** we have an existing job description. It has that one partial sentence. I encourage review and revise to remove partial sentence in the education regarding any satisfactory experience and training.

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

**Huxley** No. Those costs have already been 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 Huttli, County Counsel** (20 minutes)

**Huttli** 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 with 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. The Board previously said we will pay any outstanding invoices. CCD mentioned they do not have any. Both documents say more or less same thing. They are 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?

**Huttli** 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 building 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** Do you have recommendation to the Board?

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

**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 this to where we have clarity. I don't see it as a 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 its 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** Commissioner **Gold** are you 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** My guess is 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 10AM?

**Huxley** Yes

**Boice** More double standards

**Huxley** Or interruptions and disruptions of the meeting.

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

[http://www.co.curry.or.us/2017\\_10\\_18%20Submitted%20During%20Meeting%20PACKET.pdf](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** It was my personal address, bank account number, and my 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** 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. Do you any questions?

**Boice** The travel you did worthwhile? Did it pertain to Curry County?

**Wiley** Absolutely

**Boice** Why was your travel in those days was more relevant than my travel nowadays? There was no encouragement from you for me staying in a 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 the program with FEMA. **Smith** had to travel. You had to travel. I do see a double standard. I think I have the support of the public, the trust of the public, and I think my efforts were very effective.

**Huxley** 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. I did not write it. I recommended there be an accountable, transparent, travel policy. I did not write it. I did not write the policy.



**Huxley** 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** 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 concerning what's required to be released in public records and what's prohibited. There was 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; ensuring staff are in compliance; are knowledgeable; and have in service training.

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

**Wiley** My personal address, bank account number, signature on checks. It's against the law. It's also against the law to post false information. I was 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.

**Boice** The commission?

**Wiley** Commissions were set up at local level with 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. There are 19 small counties. Each division had a representative to the state board for budgeting and 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 our County, we have fewer resources. They were taking another look at budget allocation to try to get increased balanced to the funding allocation. There were formulas at the state level.

**Boice** Are you 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 at \$20/hour 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** It's in your packet

**Gold question to Huttl and Hitt:** Are we real clear on our policy?

**Hitt** Our policy is not a good policy. We need to go over final delivery. We need to go through a single person who can get the kind of training they need. The County Clerk will now send out requests to the departments. I am drafting a new policy which I will probably bring back to you in November.

**Gold** A new policy will help us avoid any future liability issues.

**Hitt** Yes, but we can't make a bullet proof policy.

**Boice** There is a meeting in Brookings I want to announce before anybody leaves. It is from 6:30P to 8P, downstairs in the Elks Lodge. The meeting is a solutions meeting with a presentation by the Forest Service.

**Huxley comment to Hitt:** I had talked to you about this records request. I was not aware of this records request until after the meeting on October 4, 2017. I did not see them on materials submitted for the meeting regarding the public records request.

**Gold** I am not aware of it either.

**Huxley question to Boice:** Were you aware of public records request?

**Boice** No.

**Huxley: Andre Bey** made the records request. What was troubling is these were 10 year old records. Look at the note at the bottom. The only copies are of checks. I had recommended a policy. By statute the governing body is not required to create records that do not exist. This request would have been declined. We are not obligated to do anything and that's a concern.

**Hitt** Yes, that's another concern.

**Huxley** The 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 question to Boice:** You were aware **Ted Fitzgerald** could have access to these records?

**Boice** That's correct.

**Huxley** Did you know he was going to submit them?

There are clearly some serious things. There are some other documents I will share with **Wiley** separately. (This sentence comes after the response from **Boice** below.)

**Boice** If this is legal matter, I 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

**Hitt: Carolyn Johnson** & I have been talking for some time about code enforcement. Planning permits are becoming more numerous. Staff is becoming stressed with the level of permits and Johnson is proposing some changes in her department.

**Johnson** The 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. The 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 and looking at taking a piece of that, too.

**Huxley** 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 as it was a commitment from by 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** Is there another mechanism?

**Johnson** Yes, CCH. There was \$30,000 budgeted 17-18 FY noted for Community Development Department, which is not enough for this position. I am advising the 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** And for the next FY?

**Hitt** We have to talk to **Ken Dukek**. The state makes a finite amount of money available every year, and I am not sure what the 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** I am 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** I have received a number of calls about people dumping raw sewage into the environment causing other families to have problems. I think this is really needed for us.

**Johnson** There's a caveat for that. The Department of Environmental Quality (DEQ) is responsible for damage squatter's do to the environment. There is a line between how far we go and how far we have to push them to go.

**Huxley** Are you asking for a motion?

**Johnson** I am looking for direction.

**Hitt** I am 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 to each meeting

##### B. 517 Railroad St Brookings

I am still looking at all the things that have to be repaired and have been repaired, other than getting IT in there. I am also looking for alternate sources of funding to get work done.

##### C. Housing Studies

D. Miscellaneous

**Hitt** Main St Gold Beach is redoing the courthouse. I 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. There 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** There is a suggestion for office layout here which would not allow direct access from hallway but require entry by coming to the window. **Jezuit** or **Starbird** or **Hitt** would come to the window to let them in.

**Huxley** It's inviting something you read about too often.

**Hitt** I can start the process.

**Boice** Fine. Good.

**Hitt** The training for new website will be on October 24 and October 26, 2017.

**Huttl** Where?

**Hitt** The training will be in the Blue room or on your own computer.

**Hitt** Also, I recently found out via phone call that 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 who were involved in the fire.

**Boice** I am trying to convince the Governor we need her help on a federal disaster declaration.

**Huttl** Is there any written component to this invite to flush 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 time of 4 hours. We 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 recyclables. Now CTR will have to pay

\$35/ton to get rid of them. The City of Brookings residents will be charged \$3.75 per month for a 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 an 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 \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

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Sue Gold, Chair

Approved as to form:

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John Hutt  
Curry County Legal Counsel

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Thomas Huxley, Vice Chair

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Court Boice, Commissioner



# 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](http://www.co.curry.or.us)

### MEETING MINUTES

**PRESENT: Sue Gold, Chair; Thomas Huxley, Vice Chair; Court Boice, Commissioner; John Hitt, Interim County Administrator; John Huttl, County Counsel; Brenda Starbird, Legal Assistant**

#### **1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Gold called for the pledge of allegiance at 10:00A.M. Following the pledge of Allegiance she introduced staff members

#### **2. ADOPTION/AMENDMENT OF THE AGENDA** (12 minutes)10:01

Hitt proposed adding a brief Executive Session at the end of the meeting, citing ORS 192.660 (2)(d) re labor negotiations. He also noted Jackie Antunes was in the audience and that she had an agenda item under the consent calendar, but she also asked to make an announcement to the Board. Gold said she would allow her to make a brief announcement under agenda item 4a.

Boice announced four soldiers who died in a helicopter crash yesterday and called for a moment of silence. He said he would like to remove agenda item 8a - Public Records Policy Revision. He said he didn't have time to review that item. He stated there had been misunderstandings/tension in the office and he wanted a cooling off period, referencing the emails that had been submitted from Huxley for the agenda. Hitt said the email chain didn't refer to that agenda item. Huxley clarified he wasn't talking about 8a, but rather referring to 9a. Huxley said that item was requested to be put on the agenda, but it didn't happen. Hitt said that was a clerical oversight. Huxley requested it be part of supporting materials for agenda item 9A. Gold said she couldn't see tabling the agenda item. Huxley expressed he didn't want to defer it. Boice said the agenda item 8b – Approval of Letter of Concern to Sutter Coast Hospital, following the LA Times news article, should be removed because he thought logically, they wouldn't be paying much attention to Curry County, and the agenda item would take too much time, the allocated 20 minutes. Gold said at the most the agenda item might take 5 minutes and she disagreed removing it from the agenda. Huxley also concurred with Gold to not remove it from the agenda.

Huxley said he had comments on agenda item 8c - minutes of 7-5-17 and 10-18-17, but that the comments weren't to pull the item, but rather to say there was no Agenda Routing Slip (AGRS), and that policy had not been followed. He wanted to know under whose authority the minutes were put on the agenda. Huttl said they had been added under his authority as he was overseeing the agenda process in Hitt's absence. He believed the minutes were a continuation from the last meeting, as it was indicated they would be brought back to the meeting. He said an AGRS had been submitted the first time, and this was being brought back as old business. He said if the Board wanted to say policy had not been followed and pull and bring back to another meeting, they could decide that. Boice motioned to pull the minutes until proper AGRS had been submitted. Huxley seconded the motion. Motion passed 3-0.

Huttl announced he had received a phone call from Warren Fitzgerald, Board Member of the Langlois Water District. He said Mr. Fitzgerald said they did not have enough Board members to have a meeting for a quorum and also said they did not have a manager. Without an intact Board and Manager, they

were not able to say the water supply was healthy for drinking. Huttel quoted the ORS stating the governing body could appoint members to a special district. He said the call from Mr. Fitzgerald was a request to have the Board of Commissioners appoint just one member to the Board so they would have a quorum of three members. Huttel said apparently County Clerk Renee Kolen had a list of the candidates, but since she was not visibly present at the meeting, he would like to put this on the agenda at the end of the meeting, and in the meantime he would seek out the applications for the Board members to review. Mr. Fitzgerald requested this be done, as he felt this was an emergency, and if it didn't happen they would have to have a boil water issue go into effect immediately. Gold indicated she would like this added as agenda item 11e. Gold made the motion. Huxley seconded the motion. Motion passed 3-0. Boice motioned to approve the agenda as amended. Huxley seconded the motion. Motion passed 3-0. (10:19)

3. **PUBLIC COMMENTS** (3 minutes per person; 30 minute limit for all public comment) (10:21)

The following individuals gave public comment:

**M. Rowe** – Recommended Board consider hiring Sheriff Deputy to handle animal control issues.

**Jim Kolen** – Learned Interim Administrator John Hitt was available to be County Administrator. Mr. Kolen made references to the letter read at the last meeting, signed by all County Officials, regarding retaining John Hitt as the permanent Administrator. He said the group was still in favor of hiring Mr. Hitt. Boice asked to open this up for Board discussion. Gold said this could be brought up under the Commissioner Comments portion of the agenda.

**Barnes, David** – Re previous revenue discussion by Mr. Hitt. Mr. Barnes asked Gold and Huxley what their ideas were about increasing revenues, noting he felt they had done nothing on this topic. He felt the idea of declaring a county fiscal emergency would fall on the backs of the employees and they shouldn't bear that burden. He said there needed to be new leadership and asked Gold and Huxley to resign and step aside.

**Jeri Lyn Thompson** – Informed the Board she had a draft letter before her, seeking federal funding for the Rowdy Creek Fish Hatchery, owned by the Tolowa Dee-Ni Nation and would like support from the Board of Commissioners in presenting the letter to Senators Wyden and Merkley, and Congressman Defazio. Thompson gave Gold a draft of the letter.

**Richard Christianson** – Supports John Hitt as Administrator and noting the Board had made the right choice when they hired him. He said to lose him now would be a major setback.

**Boice** – Said he had a one liner from Sheriff Ward supporting keeping Mr. Hitt.

**Huxley** – Stated he received an email from Tim Palmer (introduced into record) today. Gold said she had given it to John Jezuit for submission into the record.

**Boice** – Questioned policy re reading something into record from someone not present at the meeting, noting he was maybe out of line reading Sheriff Wards statement. He asked for clarification on the policy. Gold said she wasn't certain. Huxley said the Board had gone through this before and had agreed the Board would not read public comments if an individual wasn't present. Huttel said he didn't believe there was a formal policy adopted, but knew it had been frowned upon by members of the Board, as far as his recollection. He further stated it was possible it occurred when Huxley was chair, and perhaps he had established his own informal policy. He said it could be brought back to a study session if Board wished, but not a topic on the agenda before them. (10:35)

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** J. Antunes discussed the resolution before the Board and gave an update on Wally's House. She said April 13, 2018 was designated as "Go Blue day", asking citizens to wear Blue in support of Child Abuse Prevention day (Awareness). She noted Curry County already had four sex abuse cases this year that the DA was investigating. **(copy of go blue handout)** Jackie

noted the resolution had the wrong president's name and that would need to be fixed prior to Board signing, stating she had just noticed it.

**B. Agreement With Business Oregon To Receive \$3000 To Help Pay Appraiser On The Brookings Head Start Project Packet Page 6**

**C. Lease County Owned Hangar 2D Colee Packet Page 18**

**D. Personnel Action Form (PAF) To Present Packet Page 34**

Boice motioned to approve the consent calendar as amended, with J. Antunes to fix the resolution, prior to Board signing. Huxley seconded the motion. Motion passed 3-0. (Huttl said he just emailed J. Jezuit to make the resolution change) (10:40)

**5. PRESENTATIONS (10:40)**

**Presentation from Jon-Paul Bowles from Travel South Oregon Coast (TSOC) (20 minutes) Packet Page 43**

Mr. Bowles greeted the Board and gave an update on tourism with stats, and visitor spending, noting Curry County benefited more than many counties in Oregon, but per person dollars spent in the county, was less than in most other counties. He indicated a desire to get that spending up. He said TSOC was relatively new, since 2014. He said they had aligned with other various Associations. He said they partner with chambers, and cities and others, developing projects, supporting promotions and building relationships, noting his reasoning behind visiting the Board today. He said they wanted to partner with the County. He highlighted a survey given to visitors, which indicated they wanted more bike routes with maps, signage and shuttle services. They also expressed wanting more accessible water adventures/guide services and farm tours with dining on site and fresh produce for sale. He reviewed projects currently in the works noting Whiskey Run Mountain Bike Trail, stating 10 of the 30 miles of trail had already been completed. He said this would be Oregon Coast's first mountain biking trail. He reviewed TSCO finances. He said their initial \$25,000 investment had grown to now over \$600,000. He said this was his brief introduction and wanted to offer a partnership. He informed the Board that Community Development Director Carolyn Johnson was a Board member. (10:53)

**6. ADMINISTRATIVE ACTIONS/APPOINTMENTS (5 minutes) (10:53)**

**Revocable License to Gold Beach Rotary Foundation for Government and Educational Programming On Cable Channel 182 – John Huttl, County Counsel (10 minutes) Packet Page 45**

Huttl introduced Carl King, Rotary Representative. King asked the Board to approve the agenda item before them re the Revocable License for the second PEG Channel, outlined in the Franchise Agreement, channel 182. King said that he and Huttl had been working on this for quite some time. He said the name they would be doing business under was "Curry County Voices". King said broadcasting would be slated for three days a week, and there was grant funding for training, editing, writing, producing, and placing on the channel. King was also asking the County to spend over half the existing restricted funds in the PEG fund to purchase the equipment, and also contract with Brant Media. King further stated rather than using random video created, for advertising, or meetings that currently play, this new broadcasting would fill those slots, or some of those slots. He said the discussions around this had taken place for several years. He further stated Grants would expire and if this didn't get approved today, this project would not move forward. Huttl said there was a 15k requirement needed for equipment. Boice asked if there were any political ties to the channel. Mr. King stressed not under the agreement before them today. Huttl said insurance requirements had been removed through the agreement. He also noted it was not a legal requirement, but more a risk requirement. He was asking Board to do away with that. Gold asked Huttl if he felt this was potential liability. Huttl said, yes, but limited in scope, and couldn't put a dollar amount on it. He said they used standard risk control mechanisms in the agreement. King said the strongest language had been used in the



agreement to reduce risk to County, and further stated getting media insurance coverage was nearly impossible. Boice motioned to grant the license to the Rotary foundation. Huxley seconded the motion. Motioned passed 3-0.

Charles Douglas, Representative of Brandt Media presented before the Board, immediately following discussion by Mr. King, and approval by the Board and said they (Brant Media) were very excited about this and that it made sense. He stressed the importance of having the Board come to a consensus re a unified time block of the three days, suggesting Friday, Saturday and Sunday to avoid conflicts with meeting days. Charles Douglas reiterated Brandt Media's role as operator. (11:13)

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS/PENDING ACTIONS (11:13)**

A. **Public Records Policy Revision. – John Hitt, Interim County Administrator (25 minutes) Packet Page**

Hitt said the Board had the old policy from 2012 before them, and a draft of a new policy. He said the new policy recognized new requirements in Oregon state law. Hitt said this had been before the Board several times before and this was the most recent attempt to develop policy to meet new requirements. Huxley had questions, particularly relating to the flow chart, marked as Exhibit "D", and some of the procedure as outlined. It was decided Huxley would work with Hitt before bringing a final version back to the Board the first meeting in May.

(11:32)

B. **Approval By Motion Of Letter Of Concern To Sutter Coast Hospital. – Commissioner Gold (20 minutes) Packet Page 77**

Gold introduced audience member David Barnes as he had filled out a speaker slip and requested speaking on this topic. He suggested the Board send the letter to the Oregon AG who could then correspond with the AG of CA. Boice interjected and said he didn't approve of sending the letter to Sutter Coast Hospital. Huxley asked Huttel if there could be any damage done if the letter was sent. Gold said the letter at this point was a letter of concern of what was going on at Sutter Coast and said it was an obligation to citizens to express concerns. Huxley motioned to send letter as written with added cc to the AG in Oregon. Gold seconded the motion. Motion passed 2-1, Boice opposed. (11:44)

~~C. **116 Minutes From General Meetings Of July 5, 2017 Page 116 And October 18, 2017 Page 123**  
*Comments in green font are by Commissioner Huxley. (Pulled from agenda.)*~~

9. **DISCUSSION/BOARD DIRECTION/DECISION (11:44)**

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 136 (11:44)**

Huxley said he had documents to present on the screen referring to a memo (Memo April 4, 2018) from Huxley to Gold and Boice totaling 11 pages and would like it put separately into the record as a stand-alone document under supplemental materials. He said there were a number of documents not recognized from the last meeting and they were still not recognized as of today's meeting. He was looking for two commissioners to direct Administrator Hitt to write a policy on cataloging materials that were submitted at Board meetings. Huxley referenced emails between himself and Hitt. He reviewed ORS's re public meeting laws and handouts of documents at meeting. He asks to have this reduced to writing and stick with it. Gold stressed the importance of all documents submitted needed to be included into the public record. Gold said when

someone is looking for information there needed to be a place to go back and get it. Huxley motioned to bring forth a policy that created a cataloging system as outlined in ORS. Gold seconded the motion. Boice said he would vote no, as he felt this discouraged public participation. Gold told him he missed the point. Gold said if the materials were submitted, then they were catalogued and put in the record. Huttli clarified any discrepancy or questions regarding what would/could be catalogued would be an element of the policy. Gold stressed if there were questions, they could be directed toward Counsel at the time. Hitt asked if the Board had a date in mind for implementing such a policy. Huxley said there was no date in mind. Motioned passed 2-1, Boice opposed.

Meeting was recessed at 12:02P.M. for a lunch break, to return at 1:00P.M.

Meeting back in session at 1:00P.M.

**B. Staff Direction Results Of Sheriff's Auction 438 Pine St Brookings. – John Hitt, Interim County Administrator (25 minutes) Packet Page 139**

Hitt reviewed the Auction of the Sheriff's sale on the property at 438 Pine Street, noting it did not sell. He said there was a family that showed up, but wanted to offer substantially less than the minimum bid price set by the Board. Counsel Huttli suggesting this discussion go to executive session. Gold said she would like this discussed in executive sessions as she had also taken a phone call on this subject. Discussion is deferred until executive session. Huxley motioned to move this topic to Executive Session under ORS 192.660 (2)(e). Boice seconded the motion. Motion passed 3-0.

(1:03)

**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 140 (1:03)**

Boice explained he had a draft letter before the Board. He felt the "group" believed there were missing documents from the fire. Boice said the letter was requesting them to review if the fire was mishandled from the beginning. Huxley and Gold both indicated they approved of the one page letter. Huxley asked the board if the subject of a letter received from Tim Palmer, that was entered into the record and placed in the supplemental packet, was related to the subject of the letter to Senators Wyden and Merkley. Commissioner Gold replied no; the letter from Palmer was regarding a different subject. Huxley motioned to approve the letter (only) as written to Senators Wyden and Merkley dated April 4, 2018. Gold seconded the motion. Motion carried 3-0.

(1:14)

**D. Sudden Oak Death Task Force, MOU Signature Needed. – Commissioner Boice (5 minutes) Packet Page 143 (1:14)**

Boice said six months of work had gone into this MOU, noting it was hard and difficult combating this pathogen. Boice was asking for authorization to sign the MOU. Huxley motioned to appoint Boice signature authority. Gold seconded. Motion passed 3-0.

**10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes) (1:18) Gold read the upcoming announcements:**

- 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 (Lunch possibly and 3:00 p.m. employees meet)
  - ii. Meet and Greet 4:00PM to 6:00PM Fairgrounds – Showcase Building (Hitt announced if there wasn’t a candidate selected or chosen, he said he would apply for the position)
- D. April 7, 2018 Tentative Special Meeting Executive Session 10:00AM – Commissioners’ Hearing Room

D+ (Added) April 9, 2018 – special meeting to appoint Kruse’s replacement at 2:00P.M. via phone conference. Public Meeting – meeting happening in Douglas Co. Global go-to meeting Board will call in individually. Public can also call in. Huxley – heard four candidates, but specific about three. Instructions Board to choose one of these three.

- 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 (1:28)

11. **INTERIM COUNTY ADMINISTRATOR ORAL REPORT** (John Hitt, Interim County Administrator) (5 minutes) 1:28P.M.

- A. Update on Brookings Head Start  
Hitt informed the Board the appraisal came in at a higher amount, roughly 70K higher. He said the process was under way to notify SWOCC of official appraisal, see if they could donate (maybe a portion). Logistics were discussed.  
(1:45)
- B. Gold Beach Main street Proposal  
Hitt gave a brief background re the Main Street Proposal, and previous projects.
- C. County Administrator Interviews –already discussed
- D. Miscellaneous – already discussed.  
(Proposed Budget Committee Schedule) Handout by Hitt, begins May 7<sup>th</sup>, 14-17<sup>th</sup> Hitt to be certain the Budget Committee members receive a copy.

1:56P.M.

Langlois Water District (LWD) Appointment: Boice said all applicants looked good. He asked if they could appoint three members. Huttli said the LWD Board asked to just make one appointment giving them a quorum and they would do the rest. Gold said she liked Janet Hubel and was leaning towards her. Huttli said communication from Mr. Fitzgerald indicated applicant Margi Roberts might be hired with the District and that could be a conflict. Huxley said he was fine with Gold’s recommendation, and the other’s to be appointed would be done by a quorum. Boice motioned to appoint Janet Hubel. Huxley seconded the motion. Motion passed 3-0.

(2:00)

12. **COMMISSIONER UPDATES** (15 minutes)

- A. Commissioner Huxley -  
(screen presentation) Huxley questioned Hitt as to what was happening with the budget and overage of travel expenses in the BOC Office budget. Hitt indicated he had not had the opportunity to follow up on this issue in part due to his absence, noting he was clear that it was not acceptable to be significantly over budget line items, pleading guilty. He said he would

attempt to correct this as soon as possible. Boice said he looks forward to the citation the Board expressed giving to him and he in turn would take it to the people.

B. Commissioner Boice -

Indicated he had received bad news saying now he was hearing only 4,000 acres of the burned forest land would be harvested, down from the recently discussed/approved 13,000 acres.

Boice discussed the topic of County Administrator, encouraging Board to keep Hitt. Discussion ensued about Hitt remaining on through budget and Gold expressed the new Administrator wouldn't start until the end of June, reiterating a final timeline had not been determined. Boice said he would not be here on Friday for the County Administrator interviews. He informed the Board he had filed for Congress for 4<sup>th</sup> district, saying his county responsibilities would not be compromised in any way. Boice said he would be on vacation June 6, 2018 – June 10, 2018.

C. Commissioner Gold – thanked those who supported her on the health care letter.

Huxley interjected. Said he had one request. He said in some counties, they would designate a certain time frame where there would be no county business (Board Meetings). He asked the Board to consider the first two weeks in July to not schedule any meetings. Gold said she was fine with that. Board had unanimous consensus. Huttel noted he would be out of the office on Monday, April 9<sup>th</sup>.

(2:31)

Executive Session – Gold announced moving into Executive Session at 2:32P.M. under ORS 192.660(2)(d)

(2:53) Board was back in session. Huxley motioned to direct Hitt to work with local realtors to pursue listing and selling 438 Pine St., Brookings, Oregon 97415 by getting comps, etc. and bringing back to the Board with more information. Boice seconded the motion. Motion passed 3-0.

**ADJOURN:** Commissioner Gold adjourned the meeting at 2:54P.M.

Date this 30<sup>th</sup> day of May, 2018.

Curry County Board of Commissioners

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner



**CURRY COUNTY BOARD OF  
COMMISSIONERS**

**SPECIAL MEETING**

Friday, April 6, 2018 – 10:00AM

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://www.co.curry.or.us)

**MINUTES**

Present: **Chair Gold, Vice Chair Huxley, Interim County Administrator Hitt, County Counsel Huttl, Minute Clerk Jezuit**

Absent: **Commissioner Boice**

**1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE Gold {10:03A}**

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

**Huxley** asked **Huttl** if we need to adopt the agenda.

**Huttl** stated if there are no changes then the agenda stands.

**Hitt** asked if **Gold** would like to review the questions before going into Executive Session.

**Gold** replied the review will be done during Executive Session.

**3. EXECUTIVE SESSION {10:05A}**

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

**4. ANNOUNCEMENT OF ANY DECISIONS**

No decisions were made.

**5. ADJOURN {3:15P}**

Dated this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018.

CURRY COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner



# CURRY COUNTY BOARD OF COMMISSIONERS

## SPECIAL MEETING

Saturday, April 7, 2018 – 10:00 AM  
Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://www.co.curry.or.us)

### MEETING MINUTES EXECUTIVE SESSION

PRESENT: Sue Gold, Chair; Thomas Huxley, Vice Chair; John Hutt, County Counsel  
ABSENT: Court Boice, Commissioner

Minutes transcribed by Brenda Starbird

Per John Hutt, the meeting was convened at 10:00A.M. and Executive Session was announced under ORS 192.660(2)(a) and 192.660(2)(d).

(12:07P.M)

Gold announced reconvening into general session following executive session at 12:07P.M. indicating a need for a couple of motions to direct staff per discussions in Executive Session.

Huxley said the first motion was for the employment of a public officer ORS 192.660 (2)(a). Huxley motioned to direct County Counsel to interface with Prothman in regards to the employment of Clark Schroeder. Gold seconded the motion. Hutt reiterated there would be no discussion as cannot discuss Executive Session. Gold called for the question. Motion passed 2-0.

Huxley said the second motion was in regards to conducting deliberations re labor negotiations ORS 192.660 (2)(d) and to designate Bruce Bischof as lead negotiator for the county instead of John Hitt, changing the roles of lead negotiator. Gold seconded the motion. Motion passed 2-0.

ADJOURN

Gold adjourned the meeting at 12:09P.M.

Dated this 30<sup>th</sup> day of May, 2018.

Curry County Board of Commissioners

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner



# CURRY COUNTY BOARD OF COMMISSIONERS

## GENERAL MEETING

Wednesday April 18, 2018 – 10:00 AM

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://www.co.curry.or.us)

## MEETING MINUTES

**PRESENT:** Sue Gold, Chair; Thomas Huxley, Vice Chair; Court Boice, Commissioner John Hitt, Interim County Administrator; John Huttel, County Counsel; Brenda Starbird, Legal Assistant

### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Gold called the meeting to order at 10:00A.M. She called for the pledge of allegiance and introduced staff present.

### 2. ADOPTION/AMENDMENT OF THE AGENDA

Boice – asked about the Governor's letter suggesting Board of Commissioners use Road Funds for Patrol, received over a month ago, had been removed off county website. Boice requested this become agenda item 9b. Gold said that would be ok to discuss. Boice indicated he wanted the wild horse fire abatement topic put back on the agenda for discussion. Gold said wasn't willing. Huxley didn't agree to add the agenda item either. During the ensuing discussion, Gold used the gavel to end persistent disagreement from Boice.

Huxley – commented re the consent calendar and rather than pull out agenda item 5F (Resolution to Support Letter to Oregon Attorney General in Support of Coastal County Recommendations on Territorial Sea Plan and asked if counsel would give a little more overview on the item. Gold said she wanted it pulled off the consent calendar and move to place it after public comments, as agenda item 5F. Counsel said he wanted it moved under old business as 8B. Gold said no problem. Huxley said he wanted 8A agenda item pulled from agenda for the following reason: Under the county contracting rules presented to the Board on December 6, 2017, the issue had been addressed at that time re dollar amount threshold limit and this had the exact same language. Hitt said there were some differences in language and would suggest the same dollar amount, but if board decided today to change the amount the rules could then be amended. Huttel said if the idea was to continue the item, there could just be a motion at that time, without amending the agenda. Gold was willing to keep the agenda item the same and amend if needed. Huxley said the amount needed to be at maximum of 10K for the same reasons pointed out four months ago, stating the Board needed to be involved, and not keeping information from the public. He said his position remained. Hitt said he didn't agree with his point of view on this, but noting it wasn't the appropriate time to get into it. He said if the majority of Board agreed, then simply proceed and the change could be done, put in the minutes and signed. Boice said this involved significant staff time and wanted to vote on today, to not continue or table the item. Gold said to leave on agenda and discuss at that time. It was decided to remove item 10E, under announcement, as there wouldn't be a general meeting on Wednesday, May 16<sup>th</sup>. Item 11E – discussion commissioner fund draft supplemental budget – Huxley said this item had been addressed on April 4<sup>th</sup> of what was to occur and hadn't occurred as of yet. He quotes Hitt stating he would correct, and that policy needed to be followed. Huttel said he put together the agenda in Hitt's absence and said this item was put on for discussion as in the last meeting he believed Huxley had entered docs into the record and asked for Mr. Hitt to follow-up, noting this was continuation of that rather just for discussion with no adoption. Huttel

further stated he is hearing Huxley say he wanted further discussion on topic with board direction and saying pulling it would not give further Board direction. Boice said Huxley already started the process and he wanted to address the public. Gold said it was on the agenda and would be discussed at that time. Boice said he would make additional comments during commissioner updates.

Huttl said he wanted to add other agenda items to 13, under Executive Session. Real Property – Head Start, 192.660(2)(e), and matters exempt from public disclosure for legal advice; attorney-client information (travel policy and repercussions), 192.660(2)(f) thus moving 8b and 11e to 14 under Executive session. Huxley motioned to approve the agenda as amended. Gold seconded the motion. Motion passed 2-1. Boice opposed.

### 3. PRESENTATIONS

#### A. Recognition of Curry County SAR (Search and Rescue)

Hitt complemented the Sheriff and SAR Team referencing the Press release from April 8<sup>th</sup> at 10:00P.M. re the missing person announced found. Congratulations to Sheriff and Team.

#### B. Virginia Razo CEO (Chief Executive Officer) Curry Health Network

Razo, CEO Curry Health Network, briefed the Board on an issue impacting critical access hospitals across the country and stating there was a press release forthcoming re the status and updates on Curry Health Network.

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

Catherine Wiley – declined

Jan Barbas – interested in the Head Start project stating he supports that project, appreciates Huxley’s research, feels project very worthwhile, noting worth some risks. Will take time, but county entered into agreement and wants to see county honor that. Encourages Board to continue moving forward.

B. Freely – wished to speak to consent agenda 5b) re letter to support funding for Rowdy Creek Fish Hatchery. He gave history and background and asked for Board’s consideration and support for that agenda item. He said the hatchery contributed to Curry County as well as Del Norte Co. that the Chetco and Smith Rivers benefited. He said the fundraiser Derby was in February every year.

S. Faas – 143<sup>rd</sup> productions. Invites Board to the burn timber rally May 5<sup>th</sup> in Brookings, participation encouraged. Wild horse abatement – again, when horses in prairies, fires were gone. Appreciates Mr. Hitt being here, sad he wasn’t considered for the job. Rally moved up to 2020 instead of 2021 as of last week. Will work with Huttl.

Connie Hunter – wished to talk about the budget, particularly VSO budget keep it or grow it. Also public safety, #, SAR department in the state, and apologies to Sheriff she hasn’t done more. Grateful hired a CA, focus on funding to public safety. If do nothing with wildfires, will be liable. Turn out to May 5<sup>th</sup> and get more involved.

Christopher Paasch – waived.

### 5. CONSENT CALENDAR (Items in the Consent Calendar may be removed for separate discussion and/or action at the request of any Commissioner) (5 minutes) (Packet Page 5 to 34)

#### A. OHA (Oregon Health Authority) Amendment – Financing of Public Health Services

#### B. Letter to Support Funding for Rowdy Creek Fish Hatchery

#### C. Order Amending Extending Buffalo Engineering Contract - Port Orford Landfill monitoring

#### D. Order Amending ODOT (Oregon Department of Transportation) Agreement # 31363 New Bus Shelter

#### E. Order Approving Transfer of Lease - Brookings Airport Hangar # 2C



- F. ~~Resolution to Support Letter to Oregon Attorney General in Support of Coastal County Recommendations on Territorial Sea Plan~~ (moved to 8B)

Huxley motioned to approve with the exception of moving 5F to 8B. Boice seconded. Motion passed 3-0.

**6. ADMINISTRATIVE ACTIONS/APPOINTMENTS** (5 minutes)

- A. *Order Re-Appointing Curry County Members to CCD (Coos Curry Douglas) Board of Directors*  
Hitt explained the Order before the Board was reappointing members to the Board – with the exception of Mr. Johnson who was a new member. Huxley motioned to approved reappointments to CCD Board of directors as recommended. Boice seconded the motion. Motioned passed 3-0.
- B. *Order to Appoint Member to Curry County Compensation Board*  
Gold said she knows Mr. Raleigh felt he would do a good job. Hitt also said Mr. Raleigh was the only one who had applied, and with prodding on Golds part to have him apply. Boice motioned to approve. Huxley seconded. Motion passed 3-0.
- C. *Resolution to Purchase Truck for Emergency Services*  
L. Kallstrom presented before the Board to ask for appropriation for vehicle for emergency services, noting was coming from savings in this years' budget, savings due to new staff assignment. Gold said there were quite a few county cars, and couldn't one be used rather than buying a new one. J. Dumire spoke on the topic saying a car can't be used to tow. He said the old truck was being auctioned off and the money was being used toward the purchase of the vehicle. Huxley motioned to approve as recommended. Boice seconded. Motion passed 3-0.

**7. PUBLIC HEARING**

None

**8. OLD BUSINESS/PENDING ACTIONS**

- A. *Order Amending Order # 12053 - County Contracting Rules*  
Hitt reviewed the proposed changes, which primarily included the language for the County Administrator (CA). There was back and forth discussion relating to the County Administrator's ability to have at his/her disposal the ability to sign contracts up to \$50K, which currently stands at \$10K. Hitt asked for \$50K, Huxley wanted the old language left at \$10K. Following discussion, Boice motioned to include CA language, but keep the dollar amount at 10K. Huxley seconded. Hitt reiterated under section 4a 1, to strike \$50K, substitute 10k, and everything else would remain the same. Motion passed 3-0.
- B. *Resolution to Support Letter to Oregon Attorney General in Support of Coastal County Recommendations on Territorial Sea Plan (moved from 5f)*  
Huttl gave the Board a brief background and current update re the resolution supporting Lincoln co. Letter to the AG of Oregon. Gold said she feels it is important and supports it. Huxley, not a lot of knowledge of this. Gold remembers from serving on the Port, it was a big upheaval. Huttl, having faith in previous Boards and Counties on this item, no reason at this time to change. Last action was in 2014 to support the Amicus Brief at the Court of appeals. Huxley motioned to support the letter submitted from Lincoln Co. Boice seconded. Motion passed 3-0.
- C. ~~Consider Termination Brookings Head Start Grant — John Huttl, County Counsel (15 min) (Packet Page 78)~~ (moved to Executive Session)

D. Minutes

- i. Minutes of April 26, 2017 Special Meeting

**Gold – four sets of minutes to approve. Take out separately or approve all at once? See discussion below.**

Huxley expressed the need for more review time of minutes, prior to being placed on the agenda, not just for review, but if any updates/corrections needed to be made, they could be done prior to putting on the agenda. Boice disagreed. Huxley motioned to allow up to two weeks for review time on minutes, prior to being placed on the agenda, pulling all the minutes under this section 8(D) from the agenda and bringing back on May 2, 2018. Gold seconded the motion. Motion passed 2-1, Boice opposed.

- ii. Minutes of April 28, 2017 Workshop
- iii. Minutes of July 5, 2017 General Meeting
- iv. Minutes of March 21, 2018 General Meeting

**9. DISCUSSION/BOARD DIRECTION/DECISION**

*Order Directing Administrator To Notify and Investigate Alleged Nuisance Violations, John Huttel, County Counsel - Lucas Lane.*

Huttel notes staff complaints on this property, dating back several years, as many as perhaps half a dozen. He said prior to now the County didn't have a budget nor staff for enforcement, but since last fall hired a CA, and this was one of their duties. Huttel said the staffing for code enforcement position not filled, but personnel money could be transferred to remediate. Huttel said this was the County's third in last six months. He publically apologies to Mr. Grasham whom lives on Hamilton Lane, for not getting back to him re updates on the Hamilton Lane nuisance complaint, noting these procedures were very taxing on staff. He said the first step in this process would be for the Board to approve the order. Huxley motioned to approve the order and schedule the hearing for June 20<sup>th</sup> at 11:30A.M. during the general meeting. Boice seconded the motion. Motion passed 3-0.

**9b) Added as an agenda item 9b by Boice as an addition to discuss Governor's Letter re Road Money being utilized for Sheriff's Department and fact it was posted on the County web site and then removed.**

Boice asked why the Governor's letter, asking the county to use road funds to support Sheriff Patrol, had been removed from the County Web site. He had specifically asked it be put on that site. It had since been removed and not sure why. He was asking Commissioners Gold and Huxley. Gold recalled the letter recommending rural funding be used for law enforcement. Huxley recalled it was taken down, had read the letter and felt it was bias, and wanted to respond to the Governor, and didn't feel it should be on the website. He also said he didn't feel each county should be told what to do. Gold said she felt this should go to the budget committee. Boice again asked who decided to take it off the website. Gold said no joint decisions had been made. Boice requested it be put back on the website. Gold asked how he could arbitrarily decide to put it on, and accuse them of arbitrarily taking it off. Hitt said those decisions were made at the Administrative level, and remembered Boice suggesting it be on the website, noting he himself was already thinking along those lines. Hitt said it was his decision to have Mr. Jezuit remove it from the site. Boice said he had no problem following through and giving it to the budget committee members. Consensus by the entire Board for Boice to do that.

**10. ANNOUNCEMENTS/MEETING SCHEDULE** - Gold made the following announcements.

- A. April 25, 2018 Commissioners' Hearing Room

- i. Workshop 10:00A
- ii. Special Meeting 1:30P CAFFA Grant
- B. May 2, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room
- C. May 7, 2018 Budget Committee Meeting 10:00AM – Commissioners’ Hearing Room
- D. May 14 – 17, 2018 Budget Committee Meetings 10:00AM – Commissioners’ Hearing Room
- E. May 16, 2018 General Meeting 10:00AM – Commissioners’ Hearing Room - meeting in question, recommendation by Hitt would be May 23 or 30<sup>th</sup>, slight preference for 30<sup>th</sup>. Huxley Following discussion, there was consensus to have the regularly scheduled Board of Commissioners Meeting on May 30<sup>th</sup>. Huxley encouraged someone to interface with Brandt Media for scheduling purposes of the above schedule.

**11. INTERIM COUNTY ADMINISTRATOR ORAL REPORT** (John Hitt, Interim County Administrator) Noon time - lunch break. Meeting was recessed by Gold. Meeting was resumed at 1:00P.M.

- A. Congressional Investigation Letter and Commissioner Signatures (discussion)  
Hitt said this agenda item approved had been approved at a previous meeting. He said Gold and Huxley afterwards stated they weren’t comfortable signing the letter. Huxley says Mr. Hitt is not correct on his perception. Huxley later felt data was incorrect after receiving a letter from Mr. Palmer. Huxley submitted a letter in for the Record (from Mr. Palmer). It was discovered the information in Mr. Palmer’s letter, was not in the actual Investigation letter. Huxley said he asked John Jezuit if the letter had gone out, and when Jezuit said it hadn’t, Mr. Huxley said he would like to rescind his earlier signature, and then Gold verified information she felt was incorrect, and refused to sign the letter. Gold indicated she wanted the investigation, but wanted the facts correct. Boice offered an amended letter. Gold said she would support that. Boice did indicate he greatly disputed Mr. Palmer’s letter. Following back and forth debate re stats, Gold tabled until the next meeting.
- B. Brookings Airport  
Hitt said Huttel was taking the lead, continue working with the City of Brookings and legal counsel to get a drafted agreement, and if approved by both parties, waiting final FAA approval.
- C. Community Development Dept. Monthly Report – March 2018
- D. Surveyor Monthly Report – March 2018
- E. ~~Discussion Commissioner Fund – Draft Supplemental Budget (Packet Page 139)~~  
~~Handout of report expenditures at 78.7% of budget, should be at 75% or less, particularly unassigned vehicles through the end of March. Had conversation with Kallstrom about submitting a supplemental budget proposing a transfer. Kallstrom moved to agenda item 14. (moved under Executive Session)~~
- F. *Miscellaneous*  
Hitt said there had been a competitive market analysis done on the Pine St. property. He said the price range was approximately between \$99,000 and \$139,000 and the recommended listing price was at \$120,000. Hitt suggested listing with a Realtor at \$135,000, noting significant issues with the property, etc.  
Hitt referred to an Email re the Curry County Road Crew – positive feedback.  
Hitt reviewed the 2018 best practices insurance results – graded in a variety of areas. Hitt reviewed the grades. Thanks staff and CIS. Huxley asked if the results were a public record and Hitt said they were.

**12. COMMISSIONER UPDATES**

- A. Commissioner Boice  
Wild horse fire abatement – interest and movement in the BLM to realize horses do have effectiveness in ground fuel abatement. Simpson sends information almost weekly, reliable data,

evidence keeps building, a real potential for Curry County. He said if county had this in place several months ago, horses would already be in the forests. He spoke re Wallowa County bringing Grizzly Bears back into their county. He said he learns what his fellow Commissioners are working on reinforcing why he attends meetings in Salem. He expressed his concerns re the process of hiring the County Administrator. He said he would like to have evening meetings for greater public participation, once a month or bimonthly to encourage people to become better involved. He asked if there was any interest in that. (no response given)

Boice said he was still working on the Citizen's Park Advisory Committee, noting the USFS has several properties he would like to see passed on to the County Park's Department. He is interested in having this go before the Park's Advisory Committee once formed. He noted the next fire safety meeting, that being May 22<sup>nd</sup>. He referenced the 2008 Wildfire protection plan – trying to find funds to update the plan. (hand out to fellow commissioners)

**B. Commissioner Gold**

Health care costs – high, and particularly in the state of Oregon.

**C. Commissioner Huxley**

Entered into the record: Document on the status of road fund loan draft ordinance. Hitt Said this had been a committed project, but hadn't happened and it had been three months now.

Huxley said he had questions from the Meet and Greet held for the prospective County Administrator applicants. He said his questions were communicated mostly to Adm. Hitt via email. He said the questions were re the public meeting notice. Questions re the public records not online yet from the Meet and Greet from April 6<sup>th</sup>. (Handout). Cataloguing of written testimony – bringing up again, approximately 75 documents or pubic records have not been uploaded from the 3-21-18 meeting, noting the items submitted had not been accounted for.

Huttl – 1:38P.M. This had been slated to go on Executive Session: Huttl updated the Board re staff report and head start project. He said the Board was at the acquisition stage, the point of no return, if decided to move forward with the project. He discussed the appraisal coming in over the approved amount allocated in the grant. Following Huttl's review, it was his recommendation to terminate the project and return the grant. He emphasized Head Start may not continue if grant was terminated. Huttl suggesting going into executive session just for this topic and then come back out (only to discuss the head start). Huttl said the Board could forego the ES if they chose to. Mr. Lehman, Representative from ORCCA, said he had sent a financial document to Huttl and requested account numbers not to be disclosed, but that the rest of the material was ok. The documents showed ORCCA has the financial wherewithal for the project. Back and forth discussions over funding, whether to continue with, or abandon the project before committing the County ensued. Huxley motioned to terminate the grant. The motion died for a lack of a second. Boice said the Board has had this discussion with many times and after hearing testimony today would support moving forward. Gold said she had reservations re administrative time but favored the value it would bring to the community, and favored moving forward with the project. Lehman said he would commit staff time to make this project work. Huxley motioned to appoint Counsel Huttl as project manager. Boice seconded the motion. Motion passed 3-0.

### **13. EXECUTIVE SESSION**

2:28P.M. Gold directed Board to move into Executive Session (ES), citing

ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent, and ORS 192.660(2)(f) (added), matters exempt from public disclosure (travel policy and repercussions).

~~Consider Termination Brookings Head Start Grant—John Huttli, County Counsel (15 min) (Packet Page 78) (moved) (moved again to agenda item 12, above)~~

~~D. Discussion Commissioner Fund—Draft Supplemental Budget (Packet Page 139)  
Handout of report expenditures at 78.7% of budget, should be at 75% or less, particularly unassigned vehicles through the end of March. Had conversation with Kallstrom about submitting a supplemental budget proposing a transfer. Kallstrom moved to agenda item 1 (moved)~~

3:18 P.M. Back out of Executive Session re ORS 192.660(2)(f). Huxley motioned to direct Adm. Hitt and L. Kallstrom to proceed on Travel Policy discussions for overage of commissioner's budget as discussed in ES. Gold Seconded. Motion passed 3-0. (5 hours 19 minutes into video)

There was consensus to extend the meeting until 4:00 P.M. Meeting was recessed for a short break until 3:30 P.M. Then Board would go back into ES.

3:30 P.M. Meeting was reconvened. Huxley motioned to extend the meeting time until 4:00 P.M. Boice seconded the motion. Motion passed.

3:30 P.M. Meeting was directed back into ES, under ORS 192.660(2)(a).

#### **14. DECISIONS AFTER EXECUTIVE SESSION**

##### *Decision on County Administrator*

Huxley motioned to accept the termination of Prothman and accept John Hitt's last day of May 3, 2018. Gold seconded. Motion passed 2-1. Boice opposed.

3:50 Huxley motioned to accept the contract with Clark Schroeder to begin June 4, 2018. Gold seconded the motion. Motion passed 2-1. Boice Opposed. Contract terms with Schroeder (handout by Huttli) (Order approving this motion was later circulated by Counsel to have the Board sign).

#### **15. ADJOURN**

Gold adjourned the meeting at 3:51 P.M.

Dated this 30<sup>th</sup> day of May, 2018.

**Curry County Board of Commissioners**

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
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: Bid Award - Annual Road Paint Striping Project with Signatory Authority to Roadmaster.**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** May 30, 2018 **DEPARTMENT:** Road **TIME NEEDED:** 10 min

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

**MEMO ATTACHED** Yes  No  If no memo, explain:

**CONTACT PERSON:** Richard Christensen **PHONE/EXT:** 3393 **TODAY'S DATE:** 5/22/18

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** Two bids were received for this year's County Road Paint Striping work. Summary is attached. The City of Brookings has requested to be part of the project as they have the past 6 years. I recommend this bid be awarded to the low bidder - Apply-A-Line, Inc. Project cost are in proposed 2018/19 Road 1.15 budget

**FILES ATTACHED:**

- (1) Road Striping - 2018 Bid Summary
- (2) Proposal - from Apply-A-Line
- (3) City of Brookings email approving alternate bid to include City

**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: PRESENTATION**



**Curry County Road Department**  
28425 Hunter Creek Road  
Gold Beach, OR 97444

*Richard N. Christensen*  
Roadmaster

Phone: (541) 247-7097  
Fax: (541) 247-7804

**CURRY COUNTY ROAD STRIPING – 2018**

**BID OPENING: Wednesday, May 02, 2018, 10:00 AM**

**BID SUMMARY**

<u>Company</u>	<u>Unit Price</u>	<u>Total Bid</u>	
Apply-A-Line, Inc. Portland, OR	\$ 175.00 / mile \$ 175.00 / mile	\$ 84,000.00 <u>\$ 3,587.50</u> \$ 87,587.50	Basic Bid Alt. Bid A (Optional)
Hicks Striping & Curbing, Inc. Brooks, OR	\$ 188.00 / mile \$ 375.00 / mile	\$ 90,240.00 <u>\$ 7,687.50</u> \$ 97,927.50	Basic Bid Alt. Bid A (Optional)

**PROPOSAL**

**TO CURRY COUNTY BOARD OF COMMISSIONERS**

The undersigned as bidder declares that the only person or parties interested in this proposal, as principals, are those named therein; that the Bidder's proposal is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the Specifications and Special provisions and that he proposes and agrees, if the Bidder's proposal is accepted, that the Bidder will contract with Curry County to furnish the services and materials as specified, in the manner and the time herein prescribed and according to all the requirements set forth, and that the Bidder will accept as full payment therefore the amount earned under the Contract as computed, in the manner described in the Specifications, from the quantities of the various classes of work performed and the respective unit price as said prices are set out in the following Bid Schedule.

ALL PROPOSALS SHALL GIVE THE PRICES PROPOSED, IN FIGURES, IN THE RESPECTIVE SPACES PROVIDED.

**BID SCHEDULE  
CURRY COUNTY ROAD STRIPING ~ 2018**

The following prices, to-wit:

**BASIC BID**

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description &amp; Unit Price</u>	<u>Total Amount</u>
1.	480	Line Mile	Longitudinal Pavement Markings – Paint Complete and in place for the unit price of \$ <u>175.00</u> per Line Mile.	\$ <u>84,000.00</u>

**ALTERNATE BID A (OPTIONAL)**

2.	20.5	Line Mile	Longitudinal Pavement Markings – Paint Complete and in place for the unit price of \$ <u>175.00</u> per Line Mile.	\$ <u>3,587.50</u>
----	------	-----------	--	--------------------

In case of discrepancy between unit prices and totals, the unit price will prevail.




Accompanying this proposal is a bid bond, cashier's check or a certified check payable to Curry County for the sum of dollars (\$ 8,758.75 ), said amount to be in the amount of ten percent (10%) of the total of the bid.

Apply-A-Line, LLC  
Name of Contractor

PO Box 90577  
Street Address or P.O. Box

Portland OR 97290  
City State Zip

By   
Signature


Ron Reilly, Assistant Vice President  
Print Name / Title

Federal Tax Identification Number 91-1270515



Apply-A-Line, LLC will comply with the provisions of ORS 279C.840.  
Contractor

Subscribed and sworn to before me this 2nd day of May, 2018.

 Washington  
Notary Public State

My Commission Expires: 03/29/19

**RESIDENCY INFORMATION FORM**

1. CHECK ONE: Bidder is

a resident bidder

a non-resident bidder

2. If a resident bidder, enter your Oregon business address:

6400 SE 101st Ave, Bldg 4I

Portland OR 97266

3. If a non-resident bidder, enter state of residency:

4. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in the award of contracts with your state or with government bodies in your state?

Yes

No

a. If yes, state the law or regulation (legal citation preferred).

b. Percentage of preference \_\_\_\_\_%

c. If yes, and the preference is not a percentage of bid price, describe the preference.

Construction Contractors Board Registration Number 217180

Expiration Date: 09/21/19

**NON-COLLUSION AFFIDAVIT**

STATE OF WASHINGTON

COUNTY OF PIERCE

I state that I am Asst. Vice President of Apply-A-Line, LLC  
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

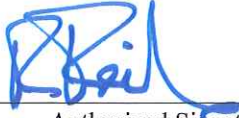
(5) Apply-A-Line, LLC, its affiliates,  
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that Apply-A-Line, LLC understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall

be treated as fraudulent concealment from the County of the true facts relating to the submission of bids for this contract.



Authorized Signature

Ron Reilly, Assistant Vice President

Print Name / Title

Apply-A-Line, LLC

Company

Subscribed and sworn to before me this 2nd day of May, 2018.



Notary Public

Washington  
State

My Commission Expires 03/29/19.

**SUBCONTRACTOR NON-DISCRIMINATION**

I Ron Reilly, have read, understand, and will fully  
(Print Name)  
comply with ORS 279A.110 entitled; Discrimination in subcontracting prohibited; remedies.



Signature

05/02/18

Date

**LABOR NONDISCRIMINATION**

I Ron Reilly, certify by entering into this contract that  
(Print Name)

the Contractor has a written policy and practice that meets the requirements described in Chapter 212, Oregon Laws 2017 (House Bill 3060) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.



Signature

05/02/18

Date

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name:** Curry County Road Striping – 2018      **Bid Packet #:** 3

**Bid Closing: Date:** May 2, 2018      **Time:** 10:00:00 A.M.

**Name of Bidding Contractor:** Apply-A-Line, LLC

**Contact Name:** Mark Henning

**Phone Number:** 503.777-4228

**Email Address:** mail@applyaline.com

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS.

**FIRST-TIER SUBCONTRACTORS**

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

Firm Name	Dollar Amount
Category or Work	

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: One year extension of current service with Axon Enterprise for body camera evidence storage and license**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>: 5/30/18 DEPARTMENT: Sheriff TIME NEEDED: 15 min**

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

**MEMO ATTACHED** Yes  No  If no memo, explain:

**CONTACT PERSON: Sgt. Hensley PHONE/EXT:3320 TODAY'S DATE: 5/15/18**

**BRIEF BACKGROUND OR NOTE: (If no memo attached)**

**FILES ATTACHED:**

- (1) Memo Re: Agenda Item
- (2) Axon Quote: Q-163537-43206.962KP
- (3)

**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: PRESENTATION**





## OFFICE OF THE SHERIFF

**Sheriff John Ward**

94235 MOORE STREET, SUITE 311

29808 Colvin Street (Physical)

GOLD BEACH, OR 97444

(541) 247-3242 (800) 543-8471

FAX: 541-247-6893

---

### MEMO

May 15, 2018

RE: 05/30/18 Agenda Item, One year extension of current service with Axon Enterprise for body camera evidence storage and license

The Curry County Sheriff's Office has had a three year agreement for services with Axon Enterprise (formerly Taser) for body camera evidence storage and license. Our current agreement expires on 06/30/2018. We have requested a one year extension of these services.

We are asking that signature authority be granted to Sheriff Ward for the purchase and agreement of these services.

Thank you,

Deputy Dj Storns  
Executive Administrative Assistant  
(541) 247-3322



**QUOTE: Q-163537-43206.962KP**

Axon Enterprise, Inc.  
 Protect Life.  
 17800 N 85th St.  
 Scottsdale, Arizona, 85255  
 United States  
 Phone: (800) 978-2737

Issue Date: 04/16/2018

➔ Quote Expiration: 06/30/2018

Account Number: 112215

Start Date: 07/01/2018  
 Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**Sales Representative:**

Kyle Panasewicz  
 Phone: (480) 905-2071  
 Email: kylep@axon.com  
 Fax: (480) 658-0673

**Primary Contact:**

Joel Hensley  
 (541) 247-3320  
 hensleyj@co.curry.or.us

**BILL TO:**

Curry County Sheriff's Office - OR  
 94235 Moore Street  
 Suite 311  
 Gold Beach, OR 97444  
 US

**SHIP TO:**

Joel Hensley  
 Curry County Sheriff's Office - OR  
 29808 Colvin Street  
 Gold Beach, OR 97444  
 US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80007	BASIC EVIDENCE.COM LICENSE: 1 YEAR	26	180.00	180.00	4,680.00
85110	EVIDENCE.COM INCLUDED STORAGE	260	0.00	0.00	0.00
80017	PRO EVIDENCE.COM LICENSE: 1 YEAR	3	468.00	468.00	1,404.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	400	0.75	0.75	300.00
				Subtotal	6,384.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	6,384.00
				<b>Grand Total</b>	<b>6,384.00</b>

## Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-163537-43206.962KP

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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: CMI Order and Master Agreement for updated/new Records Management System for Dispatch/Jail and Civil.**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>: 5/30/18 DEPARTMENT: Sheriff TIME NEEDED: 15 min**

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

**MEMO ATTACHED** Yes  No  If no memo, explain:

**CONTACT PERSON: Sgt. Hensley PHONE/EXT:3320 TODAY'S DATE: 5/15/18**

**BRIEF BACKGROUND OR NOTE: (If no memo attached)**

**FILES ATTACHED:**

- (1) Memo Re: Agenda Item
- (2) Order Form No. 180423-4
- (3) CMI Master Customer Agreement

**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: PRESENTATION**



## OFFICE OF THE SHERIFF

**Sheriff John Ward**

94235 MOORE STREET, SUITE 311

29808 Colvin Street (Physical)

GOLD BEACH, OR 97444

(541) 247-3242 (800) 543-8471

FAX: 541-247-6893

---

### MEMO

May 15, 2018

RE: 05/30/18 Agenda Item, CMI Order and Master Agreement for updated/new Records Management System for Dispatch/Jail, and Civil.

The Curry County Sheriff's Office uses a software called Justice for our Records Management and CAD System, this service has been provided at a discounted rate for several years and no contract in place. The current provider, Ewing R. Taylor, CMI, is now in partnership with iFocus. CMI has provided an Order form and agreement for services that will bring the records system up to date and more efficient for all users.

We are asking that signature authority be granted to Sheriff Ward for the purchase and agreement of these services.

Thank you,

Deputy Dj Storns  
Executive Administrative Assistant  
(541) 247-3322

**Order Form No. 180423-4**

This Order Form (this “**Order Form**”) is executed by and between **CMI** and Customer on April 24, 2018 (“Order Effective Date”). This Order shall be incorporated in and governed by the terms of Master Customer Agreement between CMI and Customer dated April 24, 2018.

**Annual Software-Use Licenses with Support**

License Level: **Essential**

Term: 3 Years (July 1, 2018 – June 30, 2021)

Product/Service	Qty	Agency Name	Fee	Total
CMI RMS	1	CURRY COUNTY	\$4,950	\$4,950
CMI CAD	1	CURRY COUNTY	\$4,500	\$4,500
CMI JIMS	1	CURRY COUNTY	\$3,510	\$3,510
CMI CIVIL	1	CURRY COUNTY	\$810	\$810
Workstations (5)	6	CURRY COUNTY	\$1,100	\$6,600
Workstations (1)	3	CURRY COUNTY	\$300	\$900

**Cloud Services SAAS - (Software as a Service Annual)**

License Level: Essential

Term: 3 Years (July 1, 2018 – June 30, 2021)

Product/Service	Qty	Agency Name	Fee	Total
JusticeConnect	1	CURRY COUNTY	\$9,600	\$0
eCitations	0	CURRY COUNTY	\$1,900	\$0

**Annual Recurring Total**

**\$21,270.00**

***Payment Terms***

Billed annually starting July 2018.

The parties are signing this Agreement on the Order Effective Date.

**CMI**

**AGENCY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: Chris Womack

Typed Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_



This Master Customer Agreement (“Agreement”), dated as of the Effective Date set forth above, is a legal agreement between CMI Software Corp. (“CMI”) and **CURRY COUNTY SHERIFF’S (“Customer”)**, with offices located at 29808 Colvin Street, Gold Beach, Oregon 97444.

Customer wishes to procure from CMI the products and services selected on an Order Form (defined below), and CMI wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement. Depending on which products and services Customer selects on an Order Form, this Agreement may include the following:

- Addendum 1:** Software Addendum
- Addendum 2:** Cloud Services Addendum
- Addendum 3:** Pricing Addendum
- Addendum 4:** Support Addendum

Each addendum is incorporated by reference.

NOW THEREFORE, in consideration of the mutual obligations and responsibilities of the parties, the total sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** The following capitalized terms shall have the meanings set forth below. Other capitalized terms used in this Agreement and/or the Addendums shall have the meanings associated with those terms as set forth in this Agreement and/or the applicable Addendum.
  - 1.1 **“Authorized User”** means those members of Customer’s workforce who are individually authorized by Customer to have access and to use the Products and Services solely for the purposes described in this Agreement.
  - 1.2 **“Cloud Services”** means the online, web-based applications and platform provided by CMI through which Customer accesses JusticeConnect SaaS and any other SaaS product provided by CMI, along with all enhancements, Upgrades, and extensions that may be provided by CMI from time to time.
  - 1.3 **“CMI”** means CMI Software Corp. and, as applicable, its affiliated companies.
  - 1.4 **“CMI Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of CMI and its affiliates that CMI may make available to Customer in connection with this Agreement.
  - 1.5 **“CMI Materials”** means information, data, documents, and materials, including any deliverables, plans or reports, that are provided or generated by CMI or any subcontractor in connection with the Cloud Services, including System Data but excluding Customer Data.

- 1.6 **“Confidential Information”** means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and Personal Information, in each case whether or not marked, designated or otherwise identified as “confidential.”
- 1.7 **“Customer”** means the entity described in the opening paragraph of this Agreement and, as applicable, any other entity or agency receiving Products or Services from CMI, as identified in an Order Form or Addendum.
- 1.8 **“Customer Data”** means case photos, report PDFs and other data blob objects, criminal justice information, and other reports, files, data and other content, in any form or medium, that is collected from or generated or uploaded by Customer or an Authorized User, by or through the Cloud Services or any Customer Systems.
- 1.9 **“Documentation”** means the manuals, specifications and other documentation accompanying the Software or Cloud Services.
- 1.10 **“Harmful Code”** means information or materials that contain or activate any technology, including viruses or malware, that permits unauthorized access to or impedes the Cloud Services or CMI’s Systems, or prevents an Authorized User from accessing or using the Cloud Services.
- 1.11 **“Intellectual Property Rights”** means all patent rights, copyrights, trade secret rights, rights of publicity, and other intellectual property rights.
- 1.12 **“Order Form”** means a purchase order or other written or electronic document that is agreed by the parties and accepted by CMI, in which Customer specifies the Products and Services, and any specific modules or choice of features, requirements or restrictions. Each Order Form is part of this Agreement as though fully set forth in this document. An example Order Form is attached as Schedule 1.12.
- 1.13 **“Process”** means to take action with respect to data, including to collect, store, compile, de-identify, copy, adapt, disseminate, transmit, and analyze (including predictive analytics). **“Processing”** and **“Processed”** have correlative meanings.
- 1.14 **“Products”** means CMI Software and Cloud Services.
- 1.15 **“Professional Services”** means the implementation, training, customization, enhanced support, consulting, and other professional services requested by Customer and provided by CMI.
- 1.16 **“Services”** means the Professional Services and/or Support Services provided by CMI.
- 1.17 **“Software”** means the software program(s) installed, downloaded, or otherwise acquired by Customer under this Agreement, in object code only; all related images, animations, video, audio, and other content incorporated in such software program; all Documentation; and all enhancements, Upgrades, Updates, modifications, revisions, copies and extensions that may be provided by CMI to Customer from time to time.
- 1.18 **“Support Services”** means the support services provided by CMI in accordance with the Support Addendum (Addendum 4).



- 1.19 **“System Data”** means all information, data and other content in the nature of system administrative data, statistical data, and operational information and data generated by or characterizing Customer’s or any Authorized User’s use of the Cloud Services.
- 1.20 **“Systems”** means IT infrastructure, including electronic systems and networks, whether operated directly by a party or through the use of third-party services.
- 1.21 **“Third Party Materials”** means software, information, data, documents, and materials relating to the Cloud Services that are not owned by CMI or Customer, including open-source components and insurance-related data obtained through the use of APIs.
- 1.22 **“Updates”** refers to releases in the Software that improve usability (identified by a version change to the right of the decimal point, e.g., 2.1.1 to 2.2.0), which are generally an accumulation of maintenance changes to the Software in response to resolutions of Customers’ service requests.
- 1.23 **“Upgrades”** refers to releases of the original Software (identified by a major version change to the left of the decimal point, e.g., 2.1.1 to 3.0), which add functionality.

## 2. **AGREEMENT AND ORDERS.**

- 2.1 **Order Forms.** Customer shall purchase and CMI shall provide, as applicable, the Products and Services pursuant to each Order Form. Each Order Form will be subject to and governed by the terms and conditions of this Agreement.
- 2.2 **Construction.** This Agreement and each Order Form contains the complete and exclusive agreement between CMI and Customer regarding the Products and Services and supersede any other proposals or agreements between the parties, whether written or oral.

## 3. **FEES; PAYMENT TERMS.**

- 3.1 **Fees; Fee Increases.** Customer shall pay CMI the fees described in the Pricing Addendum (Addendum 3). After the initial 12 month period, Fees are subject to increase at a rate not to exceed 3% annually or the CPI index (annually adjusted) rate, whichever is lower (the “Increase Cap”) by providing written notice to Customer at least 180 days before becoming effective. Following the initial period, CMI may increase the fees up to the Increase Cap no more than once annually by providing written notice to Customer at least 180 days before to becoming effective.
- 3.2 **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, VAT, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on CMI’s income.
- 3.3 **Payment.** Undisputed Fees are due within 30 days after the date of CMI’s invoice. If Customer fails to make any undisputed payment when due then:
  - 3.3.1 CMI may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law;

- 3.3.2 Customer shall reimburse CMI for all reasonable costs incurred by CMI in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
    - 3.3.3 if such failure continues for 60 days following CMI's written notice, CMI may either: (i) suspend performance of the Cloud Services until all undisputed past due amounts have been paid or (ii) terminate the Cloud Services and this Agreement, in either case, without liability to Customer.
  - 3.4 **Expenses.** If Customer engages CMI for any Professional Services, Customer shall pay CMI's travel-related expenses including transportation fares (airfare, car rental, shuttle, parking fees, and other reasonable transportation expenses), lodging, and meals up to \$60 per day per person. CMI shall document all such expenses by receipts. CMI shall use its commercially reasonable efforts to obtain competitive rates for airfare and hotel rooms. If using a personal vehicle, Customer shall pay mileage in excess of 50 miles roundtrip at the then-applicable IRS allowable deductible rate per mile travelled. CMI will limit all billable travel and travel-related expenses to Customer site or travel to another site at Customer's request. Travel-related expenses may be bundled into Professional Service charges if noted in the Order Form.
  - 3.5 **No Deductions or Setoffs.** All amounts payable to CMI under this Agreement will be paid without any setoff or deduction (other than Service Credits issued under the Service Level Agreement).
4. **CONFIDENTIALITY.**
- 4.1 **Confidential Information.** In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
  - 4.2 **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not under any obligation to maintain its confidentiality; or (d) was independently developed by the Receiving Party without reference to or use of any Confidential Information. As used in this Agreement, "**Representatives**" means, with respect to a party, that party's employees, officers, directors, consultants, subcontractors and legal advisors. Representatives also includes Customer's Authorized Users.
  - 4.3 **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
    - 4.3.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
    - 4.3.2 subject to **Section 4.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of this Agreement; (ii) have been informed of the

confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 4.3**; and (iii) are bound by confidentiality obligations at least as protective as the terms in this Agreement;

4.3.3 safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own confidential information and in no event less than a reasonable degree of care; and

4.3.4 ensure its Representatives' compliance with, and be responsible for any of its Representatives' non-compliance with, the terms of this **Section 4**.

4.4 **Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then the Receiving Party shall promptly and before such disclosure, notify the Disclosing Party so that the Disclosing Party can seek a protective order. The Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

## 5. PROPRIETARY RIGHTS.

5.1 **CMI's Intellectual Property Rights.** All Intellectual Property rights in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the CMI in the course of performing the Services (collectively, the "**Deliverables**") will be owned by CMI. CMI hereby grants Customer a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free license to use all the Deliverables to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Any use of Third Party Materials, including open source components, is subject to the terms and conditions of the respective third party licenses, copies of which will be provided to Customer upon written request. Customer acknowledges that CMI utilizes Third Party Materials and third party services, including without limitation electronic storage provided by Microsoft Azure Government Cloud. CMI will be the exclusive owner of all Intellectual Property Rights in and to all "CMI Marks and CMI Materials. Except as expressly provided, nothing in this Agreement grants or licenses to Customer any Intellectual Property Rights in or to the Products or Services, CMI Materials, or Third Party Materials.

5.2 **Third Party Materials.** The Products or Services may contain Third Party Materials. Certain Third Party Materials are subject to additional third party license terms as specified by their respective licensors. By using the Third Party Materials, Customer agrees to comply with these additional third party terms for the benefit of the applicable licensor. CMI PROVIDES THIRD PARTY MATERIALS TO CUSTOMER "AS IS" and subject to all disclaimers in Section 10 below and all limitations of liability contained in Section 11 below.

## 6. WARRANTIES.

6.1 **Mutual Representations and Warranties.** Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing; and (b) it has the full right and authority to enter into and perform its obligations under this Agreement.

6.2 **Additional CMI Warranties.** CMI warrants that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

6.3 **Limited Software Warranty.** CMI warrants to Customer that its standard, generally supported Software (excluding beta code) and any associated Upgrades, when properly installed, will substantially conform to the functional specifications set forth in its Documentation, as it exists at the date of delivery of the Software, for a period of 30 days from such delivery date. Customer must notify CMI in writing of any nonconformity within the warranty period. CMI's entire liability and Customer's exclusive remedy shall be, at CMI's discretion, the repair or replacement of the Software that does not meet this limited warranty, provided Customer has otherwise complied with this Agreement, including Addendum 1.

6.3.1 **Exclusions.**

6.3.1.1 This warranty is not valid (a) if the Software has been subject to: (i) misuse or unauthorized use by Customer; (ii) modification, alterations or changes to the Software other than by CMI; or (iii) improper installation or maintenance of the Software by Customer or a third party; or (b) if the alleged non-conformity is the result of: (i) the operating environment in which the Software is being used; (ii) failures or defects in any third party hardware or software; or (iii) failures or outages of the Internet generally, or other causes outside of CMI's reasonable control.

6.4 **Warranty Limitations; Disclaimers.**

6.4.1 **General Disclaimer.** THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 6 ARE NOT TRANSFERRABLE AND MAY NOT BE ASSIGNED. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES PROVIDED BY CMI IN CONNECTION WITH THE PRODUCTS AND SERVICES. EXCEPT AS PROVIDED IN SECTION 6, (a) THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND (b) CMI AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ANY OTHER REPRESENTATIONS OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. CMI MAKES NO WARRANTY THAT THE SERVICES OR CMI MATERIALS WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION (SUBJECT TO THE SERVICE LEVEL AGREEMENT), ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS."

7. **LIMITATIONS OF LIABILITY.**

7.1 **EXCLUSION OF DAMAGES.** EXCEPT FOR THE EXCLUSIONS DESCRIBED IN **SECTION 7.3**, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (b) IMPAIRMENT, DELAY OR INABILITY TO USE THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS UNDER THE SERVICE LEVEL AGREEMENT, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY UNLESS CAUSED BY CMI'S GROSS NEGLIGENCE OR INTENTIONAL

MISCONDUCT, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE.

7.2 **CAP ON MONETARY LIABILITY.** EXCEPT FOR THE EXCLUSIONS DESCRIBED IN **SECTION 7.3**, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.3 **Exceptions.** The exclusions and limitations in **Section 7.1** and **Section 7.2** do not apply to Customer's payment obligations or liability for either party's gross negligence or willful misconduct.

8. **FORCE MAJEURE.** CMI and its affiliates shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, denial-of-service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

9. **AUDIT AND CERTIFICATION.** CMI reserves the right to monitor use of the Products to ensure compliance with any applicable Order Forms, account limitations and other terms of the Agreement. If CMI determines that Customer is not in compliance with the Agreement, CMI reserves the right to take appropriate action including, but not limited to, increasing fees or suspension or cancellation of Customer's account. Within 30 days of a written request from CMI, Customer shall fully document and certify that Customer's use of Products conforms to this Agreement.

10. **MAINTENANCE AND SUPPORT.**

10.1 **For Products.** CMI's support obligations for Products is described in the Software Addendum (Addendum 1) and the Cloud Services Addendum (Addendum 2).

10.2 **For CMI Cloud Services.** CMI's obligations with respect to the maintenance and support of the CMI Cloud Services are set forth in the CMI Cloud Services Addendum.

11. **TERM AND TERMINATION.**

11.1 **Term.**

11.1.1 The term of the Agreement ("Term") will commence on the Effective Date and will remain in effect until terminated by Customer or CMI in accordance with Section 11.2 below.

- 11.1.2 If Customer purchases Cloud Services, the term of any Cloud Services subscriptions will commence on the date that Customer initially logs in to access the CMI Cloud Services and will continue for the subscription term specified in the Cloud Services Addendum (the "Subscription Term"), unless earlier terminated pursuant to this Agreement. Except as otherwise set forth in the applicable Order Form, all Cloud Services subscriptions will automatically renew for additional periods equal to the expiring Subscription Term, unless earlier terminated as set forth in this Agreement or either party gives written notice to the other of non-renewal at least 90 days before the end of the then-current Subscription Term.
- 11.1.3 If Customer purchases Software, the term of any Software licenses will commence and terminate on the dates specified in the Software Addendum (the "License Term"), unless earlier terminated pursuant to this Agreement. Except as otherwise set forth in the applicable Order Form, all License Terms will automatically renew for additional periods equal to the expiring License Term, unless earlier terminated as set forth in this Agreement or either party gives written notice to the other of non-renewal at least 90 days before the end of the then-current License Term.
- 11.2 **Termination.** In addition to any express termination right described in this Agreement:
  - 11.2.1 CMI may terminate this Agreement or any Addendum, effective on written notice to Customer, if Customer fails to pay any undisputed amount within 90 days after being due.
  - 11.2.2 Either party may terminate this Agreement or any Addendum, effective on written notice to the other party, if the other party:
    - 11.2.2.1 breaches this Agreement, and the breach: (A) is incapable of cure; or (B) is capable of cure, but remains uncured 120 days after the breaching party receives notice of the breach;
    - 11.2.2.2 becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
    - 11.2.2.3 files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; or
    - 11.2.2.4 makes a general assignment for the benefit of its creditors.
- 11.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:
  - 11.3.1 all rights, licenses, consents and authorizations granted by CMI to Customer will terminate;
  - 11.3.2 except with respect to usage occurring during an Extraction Period, Customer shall immediately cease all use of any Products and CMI Materials and promptly return or destroy (at CMI's request), all documents and materials containing, reflecting, incorporating or based on CMI's Confidential Information;
  - 11.3.3 if Customer terminates this Agreement pursuant to **Section 11.2.2**, Customer shall pay fees until the effective date of termination; and

- 11.3.4 if CMI terminates this Agreement pursuant to **Section 11.2.1** or **Section 11.2.2**, all fees that would have become payable had the Agreement remained in effect until expiration of the Term will immediately be due.
- 11.3.5 Surviving Terms. The following provisions will survive any expiration or termination of this Agreement: Sections 4 (“Confidentiality”), 7 (“Limitations of Liability”), 11 (“Term and Termination”), 12 (“Indemnification”), and 13 (“Miscellaneous”).

## 12. INDEMNIFICATION.

- 12.1 CMI Indemnification. CMI shall indemnify, defend and hold harmless Customer and Customer’s officers, directors, employees, agents, permitted successors and permitted assigns (each, a “**Customer Indemnitee**”) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“**Losses**”) incurred by a Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an “**Action**”) by a third party to the extent that such Losses arise from:
  - 12.1.1 any allegation that Customer’s use of the Products or Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement infringes a U.S. Intellectual Property Right (subject to **Section 12.4**);
  - 12.1.2 a material breach of CMI’s representations or obligations under this Agreement; or
  - 12.1.3 CMI’s violation of applicable law; or
  - 12.1.4 gross negligence, recklessness or willful misconduct by CMI in connection with this Agreement.

The foregoing obligations do not apply to any Action or Losses arising out of or relating to any: (i) access to or use of the Products, Services or CMI Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in by CMI; (ii) modification of the Products or CMI Materials other than by (or authorized by) CMI; (iii) failure to timely implement any Upgrades or Updates made available to Customer; or (iv) any act, omission or other matter described in **Section 12.2**.

- 12.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless CMI and its officers, directors, employees, agents, successors and assigns (each, an “**CMI Indemnitee**”) from and against any and all Losses incurred by an CMI Indemnitee in connection with any Action by a third party to the extent that such Losses arise out of any:
  - 12.2.1 Customer Data, including any Processing of Customer Data by or on behalf of CMI in accordance with this Agreement;
  - 12.2.2 any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including CMI’s compliance with any directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by CMI;

- 12.2.3 a material breach of Customer's representations or obligations under this Agreement;
  - 12.2.4 Customer's violation of applicable law; or
  - 12.2.5 gross negligence, recklessness or willful misconduct by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 12.3 Indemnification Procedure. Each party shall promptly notify the other party of any Action. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of any Action. The Indemnitee's failure to perform any obligations under this **Section 12.3** will not relieve the Indemnitor of its indemnity obligations unless Indemnitor can demonstrate that it has been materially prejudiced.
- 12.4 Mitigation. If any of the Products or CMI Materials are, or in CMI's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Products or CMI Materials is enjoined or threatened to be enjoined, CMI may, at its option and sole cost and expense:
- 12.4.1 obtain the right for Customer to continue to use the Products and CMI Materials;
  - 12.4.2 modify or replace the Products and CMI Materials, in whole or in part, to seek to make the Products and CMI Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality; or
- 12.5 by written notice to Customer, terminate this Agreement, provided that Customer will be entitled to a pro rata refund of prepaid Fees for unused Products.

### 13. MISCELLANEOUS.

- 13.1 **Regulatory Compliance.** Customer is responsible for ensuring continued regulatory compliance, including CJIS security policy and regulations pertaining to security of Customer's Systems. CMI will execute a CJIS security addendum with Customer, and provide documentation that certified training compliance has been completed by CMI support staff.
- 13.2 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 13.3 **Notices.** All notices under this Agreement will be in writing and delivered to the addresses in the introductory clause of this Agreement. Each notice will be deemed to have been received by the party to which it was addressed: (i) when delivered if delivered personally, (ii) when received by the addressee if sent by overnight courier, (iii) on the fifth business day after the date of mailing if sent by certified mail, or (iv) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.



- 13.4 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 13.5 **Entire Agreement.** This Agreement, together with any other documents referenced, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, written or oral, with respect to such subject matter. If there is an inconsistency among this Agreement and any referenced document, the following order of precedence governs: (a) first, the attachments to this Agreement; (b) second, this Agreement, excluding its attachments; and (c) third, any other documents linked or referenced in this Agreement.
- 13.6 **Assignment.** CMI may assign this Agreement without restriction. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by change of control or operation of law or otherwise, without CMI's prior written consent, which shall not be unreasonably withheld. For purposes of the preceding sentence, any merger, or consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) or any sale or exchange of more than 50% of the outstanding equity of Customer or its affiliates or sale of substantially all of Customer's assets will be deemed an assignment for which CMI's prior written consent is required. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 13.7 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective permitted successors and permitted assigns. This Agreement does not confer upon any other Person any legal or equitable right, benefit or remedy of any nature.
- 13.8 **Amendment and Modification; Waiver.** No waiver, amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver of any violation or nonperformance of this Agreement in one instance will be deemed to be a waiver of any subsequent violation or nonperformance.
- 13.9 **Severability.** If any term or provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 13.10 **Disputes.** The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the State of Oregon, exclusive of choice of law remedies. Any litigation between the parties will be conducted exclusively in state or federal courts in Oregon. The prevailing party in any litigation arising out of or relating to this agreement will be entitled to recover all reasonable attorneys' fees and other expenses (in addition to statutory "costs" of litigation), including attorneys' fees and expenses in connection with any trial, appeal, or petition for review.
- 13.11 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**ACCEPTED AND AGREED** as of the Effective Date by the following authorized representatives of the parties:

**CMI**

**AGENCY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Addendum 1

### Software Addendum

This Software Addendum governs the use of any Software licensed by Customer under the Agreement, and is in addition to any rights granted to or obligations imposed on Customer under the Agreement. If Customer purchases a license for the Software under an Order Form, the following additional terms and conditions apply:

1. **License.** Subject to and conditioned on Customer's payment of fees and compliance with this Agreement, CMI hereby grants Customer a non-exclusive, non-sublicenseable, and non-transferable license during the Term to: (i) use the Software solely for Customer's internal business purposes, up to the number of Authorized Users set forth in an Order Form; and (ii) use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's use of the Software. Customer may make one copy of the Software solely for back-up, disaster recovery, and testing purposes.
2. **Basic Licenses.** In the event Customer selects the "Basic" license on the Order Form, then Customer has no right to receive Updates or Upgrades and the limited warranty in Section 6.3 of the Agreement does not apply.
3. **Authorized Users.** The total number of Authorized Users will not exceed the number set forth in an Order Form, except as expressly agreed to in writing by the parties and subject to an adjustment of license fees. Customer shall provide the results of annual self-audit reports to CMI within 30 days before the expiration of each annual term. Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.
4. **Use Restrictions.** Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Addendum. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
5. **Support.** All tiers of Software except for "Basic" includes standard support services, described in the Support Addendum (Addendum 4). Basic licenses may purchase support services for an additional fee.

## Addendum 2

### Cloud Services Addendum

This Cloud Services Addendum governs the Customer's access to Cloud Services selected on an Order Form under the Agreement, and is in addition to any rights granted to or obligations imposed on Customer under the Agreement. If Customer purchases access to Cloud Services under an Order Form, the following additional terms and conditions apply:

#### 1. Services.

1.1 Services. CMI will provide the Cloud Services to Customer and its Authorized Users. CMI agrees to use reasonable efforts to provide the Cloud Services as follows:

(a) in substantial conformity with the Documentation; and

(b) available in accordance with the uptime described in the service level agreement, attached as Schedule 1.1 ("**Service Level Agreement**"), except for: (i) Service downtime or degradation due to a Force Majeure Event; (ii) any other circumstances beyond CMI's reasonable control; and (iii) any suspension or termination of Customer's or any Authorized Users' access to the Cloud Services. Customer's sole and exclusive remedy for any unavailability of the Cloud Services is described in the Service Level Agreement.

1.2 Service Support. The Cloud Services include CMI's standard customer support services described in the Support Addendum (Addendum 4) and Service Level Agreement, depending on the license tier that Customer selects (i.e., "Basic," "Essential," or "Assurance"). Any additional Professional Services selected by Customer on an Order Form will be billed separately.

1.3 Changes. CMI may make any changes to the Cloud Services that it deems necessary or useful to: (a) maintain or enhance the Cloud Services; or (b) to comply with applicable law. Either party may, at any time during the Term, request changes to the Cloud Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

1.4 Subcontractors. CMI may from time to time in its discretion engage subcontractors to perform Services.

1.5 Suspension or Termination of Cloud Services. CMI may suspend or terminate Customer's or any Authorized User's access to the Cloud Services without liability, but only if:

(a) CMI receives a legal demand that requires CMI to do so; or

(b) CMI reasonably believes that: (i) Customer or any Authorized User has breached any material term of this Agreement, or used the Cloud Services beyond the scope of this Agreement; (ii) Customer or any Authorized User is (or has) used the Cloud Services in any fraudulent or unlawful activities; or (iii) this Agreement expires or is terminated. This **Section 1.5** does not limit any of CMI's other rights or remedies.

**2. Ownership of Customer Data**. As between Customer and CMI, Customer will remain the owner of all Customer Data, including related Intellectual Property Rights, subject to the permissions granted in **Section 2**. Customer hereby irrevocably grants to CMI the right to Process the Customer Data solely to the extent necessary to provide the Cloud Services to Customer and its Authorized Users. Customer acknowledges that CMI utilizes Third Party Materials and third party services, including without limitation electronic storage and Processing provided by Microsoft Azure Government Cloud.

**3. Data Storage.** The Cloud Services connect to an agency premise SQL database system to provide access to Customer Data. No Customer Data is stored or cached on CMI-owned servers. Instead, Customer Data is stored within the Microsoft Azure Government Cloud in compliance with CJIS Policy and industry best practices.

**4. Authorization to Use Cloud Services.**

4.1 Authorization. Conditioned on Customer's payment of the fees and compliance with the Agreement, CMI authorizes Customer and its Authorized Users to access and use the Cloud Services during the Term for Customer's internal business operations.

4.2 Account Creation. After CMI accepts an initial Order Form and Customer provides a list of Authorized Users, CMI will create accounts for each Authorized User by assigning unique Access Credentials for each Authorized User. "**Access Credentials**" means any user name, identification number, password, or other technology used to verify an Authorized User's access to the Cloud Services. CMI will maintain a list of Authorized Users. Customer shall notify CMI immediately when new users become Authorized Users, and when an Authorized User is no longer authorized.

4.3 Limitations and Restrictions.

(a) Except for Authorized Users, Customer shall not, and shall not permit any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity to, access or use the Cloud Services.

(b) Unless expressly permitted by CMI or applicable law, Customer shall not:

- (i) copy, modify or create derivative works or improvements of the Cloud Services or CMI Materials;
- (ii) reverse engineer, disassemble, decompile, or decode the source code of the Cloud Services or CMI Materials;
- (iii) bypass or breach any security device or protection used by the Cloud Services, or permit access to the Cloud Services other than by an Authorized User through the use of his or her own valid Access Credentials (including access by an individual who is no longer an Authorized User);
- (iv) upload or transmit any Harmful Code;
- (v) remove or alter any intellectual property notices from any Cloud Services or CMI Materials; or
- (vi) access or use the Cloud Services or CMI Materials in any manner that infringes or violates any Intellectual Property Right or other right of any third party or that violates any applicable law.

**5. Customer Obligations.** Customer is solely responsible for:

5.1 all Customer Data, including its content and use;

5.2 all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Cloud Services;

5.3 Customer's Systems;

- 5.4 the security and use of Customer's and its Authorized Users' Access Credentials;
- 5.5 all access to and use of the Cloud Services and CMI Materials;
- 5.6 compliance with all applicable laws regarding the use of the Cloud Services; and
- 5.7 Authorized Users' compliance with all terms in this Agreement.

## Schedule 1.1

### Service Level Agreement

#### 1. Service Levels [and Credits].

1.1 Service Levels. Subject to the terms and conditions of this Agreement, CMI will use commercially reasonable efforts to make the Cloud Services Available at least 99.9% of the time as measured in the aggregate over the course of each quarterly period during the Term (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any of the Exceptions described below (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the Cloud Services to meet the Availability Requirement. “**Available**” means the Cloud Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.

1.2 Exceptions. For purposes of calculating the Availability Requirement, the following are “**Exceptions**” to the Availability Requirement. The Cloud Services will not be considered un-Available and no Service Level Failure will be deemed to occur if caused by any: (a) act or omission by Customer or any Authorized User that does not strictly comply with this Agreement and the Specifications; (b) Customer’s or its Authorized User’s Internet connectivity; (c) Force Majeure Event; (d) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by CMI pursuant to this Agreement; or (e) disabling, suspension or termination of the Cloud Services under the Agreement.

1.3 **Response time**. Support response time will be performed based on severity.

(a) Severity 1: Unplanned Managed Cloud Server, or JusticeConnect application in an error state severely impacting workflow. – SAME DAY RESPONSE TIME (24/7 x 365)

(b) Severity 2: High-impact software bug in which workflow is proceeding, but in a significantly impaired fashion. – NEXT BUSINESS DAY RESPONSE TIME

(c) Severity 3: App bug or important feature, which does not have significant productivity impact for the Customer. – WILL BE SCHEDULED FOR FUTURE APP VERSION

(d) Severity 4: Customer requested custom feature, custom component or desired out-of-scope functionally. – CONTACT SUPPORT FOR QUOTE FOR SERVICES

1.4 Service Level Failures and Remedies. In the event of a Service Level Failure, CMI shall issue a credit to Customer in the amount of 5% of the monthly Fees for the Cloud Services due for the Service Period the Service Level Failure occurred (each a “**Service Credit**”), subject to the following:

(a) CMI has no obligation to issue any Service Credit unless Customer: (i) reports the Service Failure to CMI within 24 hours of becoming aware of it; and (ii) requests such Service Credit in writing within 30 days of the Service Level Failure; and

(b) in no event will a Service Level Credit for any Service Period exceed 10% of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

### Addendum 3

#### Pricing Addendum

##### Software and Cloud Services Fees

All fees are annual

	BASIC	ESSENTIAL	ASSURANCE
Justice RMS Server License	\$ 2,750.00	\$ 4,950.00	\$ 6,875.00
CAD Server License	\$ 2,500.00	\$ 4,500.00	\$ 6,250.00
Civil Server License	\$ 450.00	\$ 810.00	\$ 1,125.00
JIMS Server License	\$ 1,950.00	\$ 3,510.00	\$ 4,875.00
JusticeLite Legacy Use-License (support discontinued)	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
Multi-Agency License (per RMS agency)	\$ 750.00	\$ 1,650.00	\$ 2,250.00
Workstation License (5 device pack)	\$ 500.00	\$ 1,100.00	\$ 1,800.00
Workstation License (1 device)	\$ 150.00	\$ 300.00	\$ 500.00
JusticeConnect SaaS		\$ 9,600.00	\$ 9,600.00
JusticeConnect eCitations		\$ 1,900.00	\$ 1,900.00
JusticeConnect FEMS (per FIRE/EMS agency)		\$ 1,000.00	\$ 1,000.00

##### Professional Services Fees

###### **JusticeConnect Configuration Services**

\$7,500

Required custom configuration of software on Customer's premise Microsoft SQL Justice Database Schema and app service setup. Includes installation of the required SSL Certificates to comply with FIPS140-2 encryption for in-transit communication from the Justice Apps to the JusticeConnect SAAS Server Platform. Includes FORCECOM LEDS SERVER API LICENSE AND SETUP SERVICES

###### **JusticeConnect eCitation Configuration Services**

\$8,500

Required custom configuration of software on Customer's premise Microsoft SQL Justice Database Schema and app service setup to include offense filtering, court scheduling and service integrations.

###### **Custom Programming / Integration Services**

\$150.00/hour (2 hour minimum)

Labor exceeding the scope of the support and software setup agreement may be engaged in an hourly-based contract to perform custom programming and connections for 3<sup>rd</sup> party data consumption, data aggregation, external GIS system connections via WFS and GeoJSON, or other to be defined services.



**Onsite Service**

\$1,250.00 per day + travel

Any onsite visit required to provide end-user support, Justice RMS/ CAD/ JIMS/ CIVIL Server support services, consultation services or other professional services is charged based on a flat day-rate.

**Onsite Training Services**

\$1,250.00 per day + travel

Any onsite visit required to provide end-user training is charged based on a flat day-rate.

**Online Training Services (included with Assurance)**

\$200 per online individual or group based training session

**Major Version Upgrade Services (included with Assurance)**

\$15,000 for primary agency

\$12,000 per-agency for each "Multi-Agency" member

This is a "not-to-exceed" amount to provide major software version upgrade services. Includes project management, data schema upgrades, data translation services, "test environment" deployment, remote installation of production software, support services, end-user training and IT environment support. Actual amount may be less based on deployment scenario, number of users and software products deployed. This "not-to-exceed" amount does not include "Onsite Service" which if required will be billed in addition based on the contracted flat day-rate.

**Support Services****JusticeConnect SaaS – Annual / Support/ App Updates**

\$9,600 / Annual Per-Agency

Access to iOS, Android and Web-Based mobility software apps with unlimited use for all CMI agency-specific users. Web Portal for Password Updates, CJIS Audit Reporting, and Visual Reporting. Includes new features as developed.

**Support 5-Pack (Basic license package only)**

Labor for support services required during Monday-Friday (8am – 5pm) will be charged per-incident calculated with the use of "Support 5-Packs" at the rate of \$750.

**After-Hours Support**

Labor for end-user support services, or Justice RMS/ CAD/ JIMS/ CIVIL Server support services required outside of Monday-Friday (8am – 5pm) will be billed at a minimum per-incident rate of \$300. Each additional hour of labor after the initial first hour will be billed at \$200/hour. *After-Hours Support requests are initiated by contacting the 800 number listed within your Support Addendum.*

**SQL Server Database Support (included with Assurance)**

Labor for support services required to update database schema, perform backup or recovery of data, migrate or export of data and any lookup table updates/additions during Monday-Friday (8am – 5pm) will be billed at \$150/hour.

**Addendum 4**  
**Support Addendum**

1. **User Support Services:** Depending on the license tier, CMI will provide Support Services as described below:

**TIER-SPECIFIC SUPPORT SERVICES**

Included Rights-to-Use and Support Services	BASIC	ESSENTIAL	ASSURANCE
Rights-to-Use License			
Software Version Upgrade Licenses Included			
Software Administrative Support Tasks Included			
Same-Day Response Provided in SLA (Service Level Agreement)			
Software End-User Support Services (during business hours)			
Online Individual/ Group Training Services			
SQL Server Database Management Services			
Upgrade and Migration Services to Justice Next SAAS Platform			
Onsite Software Deployment Services for Major Version Upgrades			

“Basic” license tiers must purchase Support Services separately.

**a. Support Contact Information.**

Upon encountering an issue or bug, contact will be made to CMI via established communication channels.

Within App:	Support Form within JusticeConnect App	
Email:	support@cmisoftware.com	
Phone:	<i>Monday-Friday / 8:00am – 5:00pm (PST)</i>	(503) 223-3089
	<i>After-hours support hotline</i>	(833) 264-2497

**2. Exclusions.** For the services contemplated in this Agreement, the following are excluded: after-hours support, custom software programming, 3<sup>rd</sup> party vendor support, CJIS auditing services, computer network system consulting and Azure Cloud Storage costs associated with storage and synchronization of agency file and media assets.

**Fees.** The fees for excluded or out-of-tier Services are billed hourly at the rate described in the Pricing Addendum.

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: Replacement of video surveillance system in the Curry County Jail**

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>: 5/30/18 DEPARTMENT: Sheriff TIME NEEDED: 15 min**

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PRESENTATION**

**MEMO ATTACHED** Yes  No  If no memo, explain:

**CONTACT PERSON: Sgt. Hensley PHONE/EXT:3320 TODAY'S DATE: 5/15/18**

**BRIEF BACKGROUND OR NOTE: (If no memo attached)**

**FILES ATTACHED:**

- (1) Memo Re: Agenda Item
- (2) Ironclad Security Proposal
- (3)

**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: PRESENTATION**



## OFFICE OF THE SHERIFF

**Sheriff John Ward**

94235 MOORE STREET, SUITE 311

29808 Colvin Street (Physical)

GOLD BEACH, OR 97444

(541) 247-3242 (800) 543-8471

FAX: 541-247-6893

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### MEMO

May 15, 2018

RE: 05/30/18 Agenda Item, Replacement of video surveillance system in the Curry County Jail

The Curry County Sheriff's Office needs to replace the current video surveillance system in the jail. The current equipment is old and obsolete and needs to be replaced and upgraded to provide adequate surveillance and security of the facility.

We are asking that signature authority be granted to Sheriff Ward for the purchase and agreement of these services.

Thank you,

Deputy Dj Storns  
Executive Administrative Assistant  
(541) 247-3322





**Ironclad Security**  
 2870 Nansen Drive  
 Medford, OR 97504  
 Oregon CCB# 212437

# Proposal

**Proposal Date:** 4/5/2018  
**Proposal #:** 1188

<b>Ship To:</b>	<b>Project:</b>
Curry County Sheriff 94235 Moore Street Suite 311 Gold Beach, OR 97444	<b>Avigilon Video Surveillance System</b>
	<b>P.O. Number:</b>

Qty.	Description
	<b>Curry County Sheriff Avigilon Video Surveillance System</b>
1	Avigilon HD Network Video Recorder, Value Version, 18TB Storage Capacity
1	CyberPower Rack Mount UPS
1	Avigilon ACC6 Enterprise 24 IP Camera Channel Licenses
1	Avigilon ACC6 Enterprise 16 IP Camera Channel Licenses
1	Avigilon ACC6 Enterprise 4 IP Camera Channel Licenses
2	D-Link EasySmart Gigabit PoE Switch, Rack Mountable
36	Avigilon 3MP H4 SL Camera Line, Outdoor Dome with Integrated IR
2	Avigilon 9W-H3-3MH-DP1-B Multi-Sensor HD Dome Camera with 3, 3MP Sensors, Outdoor Pendant Mount
2	Avigilon CM-MT-WALL1 Pendant Wall Arm for H4, H4SL & H3-xMH-DP-B Cameras
1	Avigilon H4-MT-CRNR1 Corner Mount Bracket
5	Avigilon 6MP H4 Fisheye Camera, Day/Night, Lightcatcher, Integrated IR
1	Axis Q8414-LVS Anti-Ligature Corner Mount Camera
2	ViewZ 27" 1080p Security Monitor
3	ViewZ 42" 1080p Security Monitor
	Electrical Labor & Materials
	System Design and Electrical Drawings
	System Programming
	Project Management
	System Setup, Final Commissioning and Testing
	Software and Systems Training
	Travel Expenses
	<b>System Description:</b>
	System includes turn key installation of new Avigilon ACC video surveillance system. Price includes all hardware including NVR, PoE switches, cameras and monitors. Cat6 wire pulls to be provided by Curry County facilities maintenance staff. All RJ45 ends to be terminated by Ironclad Security. Price includes removal of existing cameras and installation, aiming & focusing of new cameras. Verify view of the cameras with Curry County staff. Ironclad Security to provide as built drawings of the system to Curry County at the completion of the project. Ironclad Security will provide a 4 hour training session for users to cover the operation of the system.
	<b>ADD 4 CAMERAS TO COURT ROOMS - NOT SHOWN ON FLOOR PLANS</b>

**Total**

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**SIGNATURE**





**Ironclad Security**  
 2870 Nansen Drive  
 Medford, OR 97504  
 Oregon CCB# 212437

# Proposal

**Proposal Date:** 4/5/2018  
**Proposal #:** 1188

Ship To:	Project:
Curry County Sheriff 94235 Moore Street Suite 311 Gold Beach, OR 97444	Avigilon Video Surveillance System
	P.O. Number:

Qty.	Description
	<p><b>Exclusions:</b>            Wire pulls. Cat6 cable to be pulled by Curry County Facilities staff.            Warranty or coverage of any equipment reused and not supplied as a part of this contract.</p> <p>Verify PoE switch quantities with Tad prior to order to verify switch port at each switch location.            Sales Tax</p>

**Total** \$92,275.26

**SIGNATURE** \_\_\_\_\_

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:** First Reading of Ordinance Creating Curry County Parks and Recreation Committee

**TIMELY FILED** Yes  No  Directed to bring back to May 30, 2018 meeting  
If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/2018 **DEPARTMENT:** Parks **TIME NEEDED:** 10min  
(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY PUBLIC HEARING**

**MEMO ATTACHED** Yes  No  If no memo, explain: See Brief Background below  
**CONTACT PERSON:** JTrost **PHONE/EXT:** x 3235 **TODAY'S DATE:** 05/25/2018

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** The Board has twice before considered creating a Parks and Recreation Advisory Committee. After its most recent consideration, direction was given to finalize and bring back an ordinance to be considered for adoption. This is that ordinance.

**FILES ATTACHED:**

- (1) Ordinance adopting Article Five Division Two Curry County Codified Ordinances
- (2) Exhibit A: Article Five: Division Two: Parks and Recreation Advisory Committee
- (3)

**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 05/30/2018 BOC MEETING**  Not Approved for BOC Agenda  
because Board direction

**ASSIGNED TO: PUBLIC HEARING**

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

In the Matter of an Ordinance Creating                    )  
The Parks and Recreation Advisory Committee        )     ORDINANCE \_\_\_\_\_  
For Curry County    )

The Board of Commissioners for the County of Curry Ordains as follows:

Section 1: Title

This Ordinance shall be known as Ordinance \_\_\_\_\_, an ordinance amending the Curry County Code Article Five "Parks" and creating a new Code section Article Five Division Two, entitled: "Curry County Parks and Recreation Advisory Committee."

Section 2: Adoption

Exhibit A, attached hereto and incorporated by reference, is adopted as an amendment and new Section to the Curry County Code.

Section 3: Severance Clause

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

Section 4: Emergency Clause

The Board of Commissioners for the County of Curry deems this Ordinance necessary for the immediate preservation and protection of the public peace, health, safety and general welfare for Curry County and declares an emergency exists, and this Ordinance shall be in full force and effect on its passage.

DATED this \_\_\_ day of \_\_\_\_\_ 2018

BOARD of CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Sue Gold, Chair



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Tom Huxley, Vice Chair

---

Court Boice, Commissioner

Approved as to Form:

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John HuttI  
County Counsel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Emergency Adoption: \_\_\_\_\_

Effective Date: \_\_\_\_\_

“EXHIBIT A”

ARTICLE FIVE

DIVISION TWO

PARKS AND RECREATION ADVISORY COMMITTEE

5.02.010      Creation of Parks and Recreation Advisory Committee

There is hereby established for Curry County a Parks and Recreation Advisory Committee (“Committee”).

5.02.020      Powers and Duties

(1) The Curry County Parks and Recreation Advisory Committee shall act as a referral agency to the Curry County Board of Commissioners, other Curry County Boards, Commissions and Committees, and County Administration and Departments with respect to all matters pertaining to Parks properties and Recreation activities.

(2) Duties include but are not limited to the study and recommendation with respect to:

- (a) Present and future overall park needs;
- (b) Short-term and long-range planning for parks needs and uses, including identifying and prioritizing acquisition, development and decommissioning of parks lands and recreation programs;
- (c) inventorying and categorizing classes of county parks to evaluate level of service for County citizens;
- (d) advise during creation, revision and amendment of County Parks Master Plan as segment of County Comprehensive plan;
- (e) review and advise on operational and maintenance policies and parks use rules to ensure success of Curry County parks;
- (f) consider financial needs and resources of the County Parks including fees for services;
- (g) hold hearings to take public comment on any matter under consideration of the Committee;
- (h) coordinate County parks and recreation programs and resources with Federal, State and Local parks and recreation programs and resources;
- (i) enlist assistance and cooperation from non-governmental entities for accomplishment of County parks acquisition, development , maintenance, operation, programming and financing;
- (j) other powers and duties to further the purposes for which the Committee was created.

5.02.030            Meetings

The Committee will establish regular meetings, which will be conducted pursuant to Oregon’s Public Meetings Laws and Rules. The Committee has power to establish regular meeting dates and times. Until the Committee establishes another date and time, Committee meetings shall be the first Wednesday of every other month at 5pm. Additional meetings may be convened as long as Oregon Public Meetings Laws and Rules are followed.

5.02.040            Membership; Terms of Office; Compensation

The Committee will consist of no fewer than three (3) but no more than seven (7) members. At least one member shall be from each geographic region of the county: the North Region is from the Coos County Border south to Sisters Rock; the Central Region is from Sisters Rock to Burnt Hill Creek; the South Region is from Burnt Hill Creek to the California Border.

It is desired that one member of the Committee be a student at a high school, community college or equivalent in the County, during at least one year of their Committee membership.

Committee membership is a four-year term. All members shall be appointed by and serve at the pleasure of the Curry County Board of Commissioners. Once at least three members have been appointed, the Committee shall convene a meeting. At that meeting, lots or straws will be drawn to determine position numbers. Position numbers shall have staggered terms so that Position One serves for one year; Position Two serves for two years; and Position Three serves for three years; Positions Four and Five serve for four years. After the initial term, all positions shall be four-year terms.

Appointments shall expire on December 31<sup>st</sup> of the appropriate year.

All members of the Committee shall serve without compensation. Meeting attendance may be by telephonic or electronic means.

5.02.050            Staffing and Administration of Committee Business

The Parks and Recreation Department shall administer the activities of the Committee. The Parks and Recreation Director shall serve as administrative officer for the Committee. Parks and Recreation staff shall prepare all Committee agenda and reports, publish notice and record all minutes of the meetings.

Parks and Recreation Director and Staff shall be responsible for updating Board of Commissioner Office with the status of Committee membership.

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:** Order authorizing agreement with Stuart Woods as a replacement architect on the Brookings Head Start project.

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/2018 **DEPARTMENT:** BOC/Counsel **TIME NEEDED:** 5 min  
(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** OLD BUSINESS, ETC

**MEMO ATTACHED** Yes  No  If no memo, explain: Under Admin Report section

**CONTACT PERSON:** **PHONE/EXT:** **TODAY'S DATE:**

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** This order approves a contract with Stuart Woods dba McSwain Woods Architect for replacement architectural services on the Bookings Head Start project. Amount not to exceed \$80,000.

**FILES ATTACHED:**

- (1) Contract with Woods; Exhibits A, B1-2, C
- (2) Order authorizing agreement
- (3)

**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 05/30/2018 BOC MEETING**  **Not Approved for BOC Agenda**  
**because**

**ASSIGNED TO: OLD BUSINESS, ETC**

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

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

**RECITALS:**

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

**1. TERM OF AGREEMENT**

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

**2. SERVICES TO BE PROVIDED**

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

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

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

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

Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (Attachment C: Federal Exhibit5E ) for non-construction contract agreements.

3. PAYMENT

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

4. PROFESSIONAL STANDARDS

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

5. TERMINATION

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

6. OWNERSHIP OF DOCUMENTS

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

8. INSURANCE

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

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

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

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

9. INDEMNIFICATION

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

10. ASSIGNMENT/DELEGATION

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

11. STATUS OF CONTRACTOR

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

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

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

12. DISPUTES

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

13. NONAPPROPRIATION OF FUNDS

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

14. COMPLIANCE WITH LAWS

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

15. WAIVER

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

16. SEVERABILITY

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

17. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARCHITECT



  
\_\_\_\_\_  
Authorized Signature Authority

May 24, 2018  
Date

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Thomas Huxley, ~~Chair~~ Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sue Gold, ~~Vice Chair~~

\_\_\_\_\_  
Date

\_\_\_\_\_  
Court Boice, Commissioner

\_\_\_\_\_  
Date

Approved as to Form:

John Hutt  
Curry County Legal Counsel



Brookings Head Start / Early Head Start Center  
Project Feasibility Report



June 20, 2014

**Index**

1. Proposed Project Data
2. Existing Facility
3. Proposed Facility
4. Cost Estimate
5. Maps
6. Photographs
7. Project Drawings
8. Conclusions and Recommendations



Report By: Sid Scott, AIA, LEED AP

Scott | Edwards Architecture  
 2525 East Burnside  
 Portland, OR 97214  
 p: (503) 226-3617  
 w: www.seallp.com

Scott / Edwards Architecture visited the site on September 4, 2012 to make a general assessment of the potential of converting the existing building into a 2 classroom Head Start Center. The inspection was visual only with no destructive investigation or testing.

**1. Proposed Project Data**

Project: Renovate existing 5,095 square foot building into a Head Start/Early Head Start Center

Location: Property located at 420 Redwood Spur, Brookings, OR. Assessor's Map 41-13-05CB, tax lots 9700 and 9901

Zoning: R-1-6: Single Family Residential

Conditional Use: Conditional Use Permit has been obtained to allow use per City of Brookings, Planning Commission File No. MC-1-12 / CUP-2-98.

Site Area: 30,000 SF

**2. Existing Facility**

Site:  
 The existing 30,000 square foot site contains a 5,095 square foot building, 21 parking spaces (including 1 Handicap Accessible) and landscape area. The site is divided by a public access alley way that divides the site north/south. The existing parking lot on the northern property appears in relatively good shape with need of cleanup and patching/repairing of several surface areas and repaving of the access driveway to Pine Street. The area in front of the building on Redwood Spur contains a handicap accessible parking space with direct access to the building entry, 1 regular space and a loading area. The existing landscape is mature and is in need of trimming. The grading around the building appears to be adequate for positive water drainage away from the building.

**Building:**

The existing building is a single story wood frame structure that was reported to have been built in 1989 as a library. The general condition of the building's infrastructure (foundation, floor slab, walls, roof, electrical and mechanical) appear to be in reasonable shape. It was reported by the Owner that the building contains asbestos which will require hazardous material abatement. It is also a potential that the building contains mold and dry rot that will need to be remediated. The exterior siding and windows appear in good shape and the roof looks relatively new and in good shape as well.

**3. Proposed Facility**

The proposed Head Start/Early Head Start facility will include a Head Start classroom for 20 preschoolers and an Early Head Start classroom for 8 infants and toddlers. In addition, space is provided for Family Support Services, a full kitchen, parent room/conference room and staff office. All classrooms will be directly adjacent to an outdoor active playground.

In order to accomplish this, it is proposed that the building be fully renovated by remediating the hazardous materials and striping the building interior back to the wood framing. This will expose any potential repairs needed to the wood framing due to dry rot, etc. The renovation will include upgrades to the electrical and mechanical systems, adding insulation for improved energy performance, new water resistant gypsum board, lighting, millwork and interior finishes appropriate for a Head Start Center. Site improvements will include clean up/repair of the parking lot and accessible parking space, accessible stair/ramp to the service entry and new landscaping, signage and outdoor play space based on 75 square feet per child.

**4. Cost Estimate**

**Brookings Head Start Center  
 Estimated Project Cost Summary  
 June 20, 2014**

<b>Item</b>	<b>Estimated Cost</b>
<b>Property</b>	
A. Land Cost	\$290,000
B. Title Report	\$ 2,000
C. Land Survey	\$ 5,000
D. Appraisal	\$ 6,000
E. Closing costs	\$ 10,000
<b>Total Estimated Property Purchase Cost</b>	<b>\$313,000</b>
<b>Construction</b>	
A. Building Remodel	\$900,000
B. Asbestos Removal	\$ 12,000
C. Site Development (parking lot, alley, ramps, lighting, etc.)	\$140,000
D. Playgrounds (site work, fence and play structures)	\$120,000
E. Construction contingency @ 10%	\$117,000
<b>Total Estimated Construction Cost</b>	<b>\$1,289,000</b>
<b>Soft Costs</b>	
A. Legal/Permits	\$ 30,000
B. Environmental Review	\$ 15,000
C. Grant Administration	\$ 25,000
D. Architectural/Engineering Fees @ 12% of construction	\$154,000
E. Independent Special Inspection During Construction (Inspections required by the Building Code and performed by a third party inspector – concrete strength, welding, etc.)	\$ 10,000
F. Labor Standards Monitoring	\$ 15,000
G. Boli Fee	\$ 1,000
<b>Total Estimated Soft Costs</b>	<b>\$250,000</b>
<b>Total Project Estimated Cost</b>	<b>\$1,852,000</b>

**5. Maps**





Brookings Head Start / Early Head Start Center

June 20, 2014

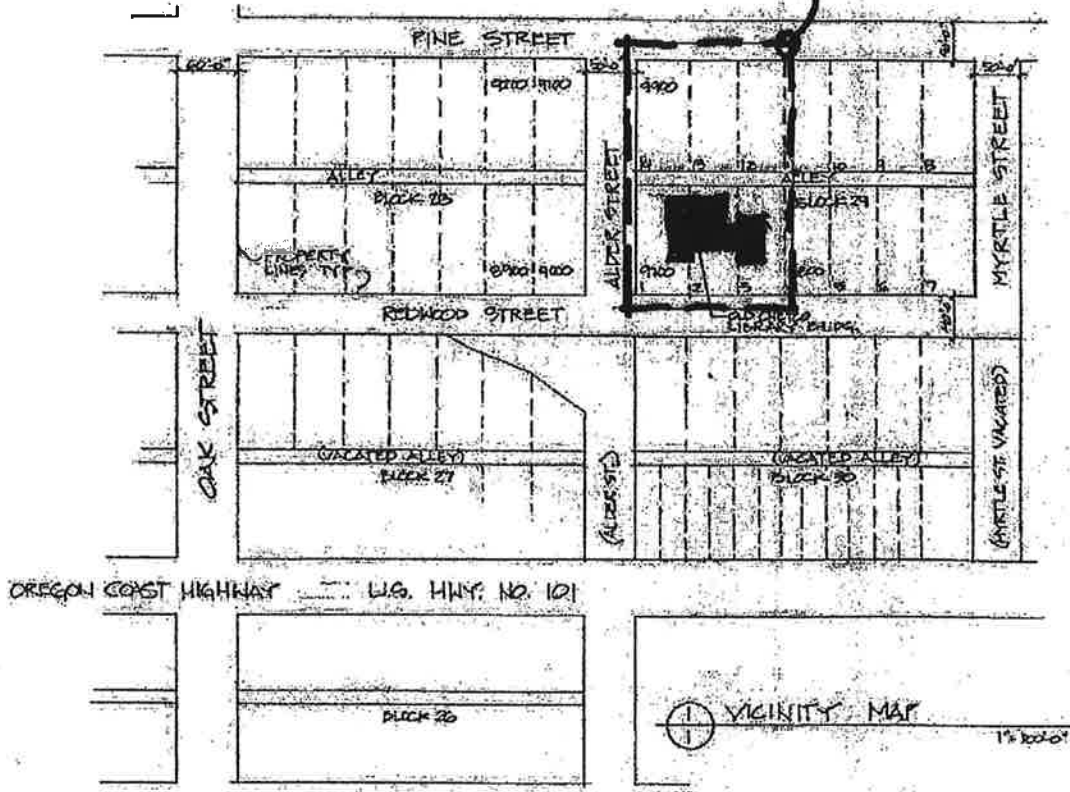
Aerial



SIEA



Proposed Project Site



APPLICANT: Southwestern Oregon Community College

ASSESSOR'S NO: 41-13-5CB Tax Lot 9700 and 9900/part

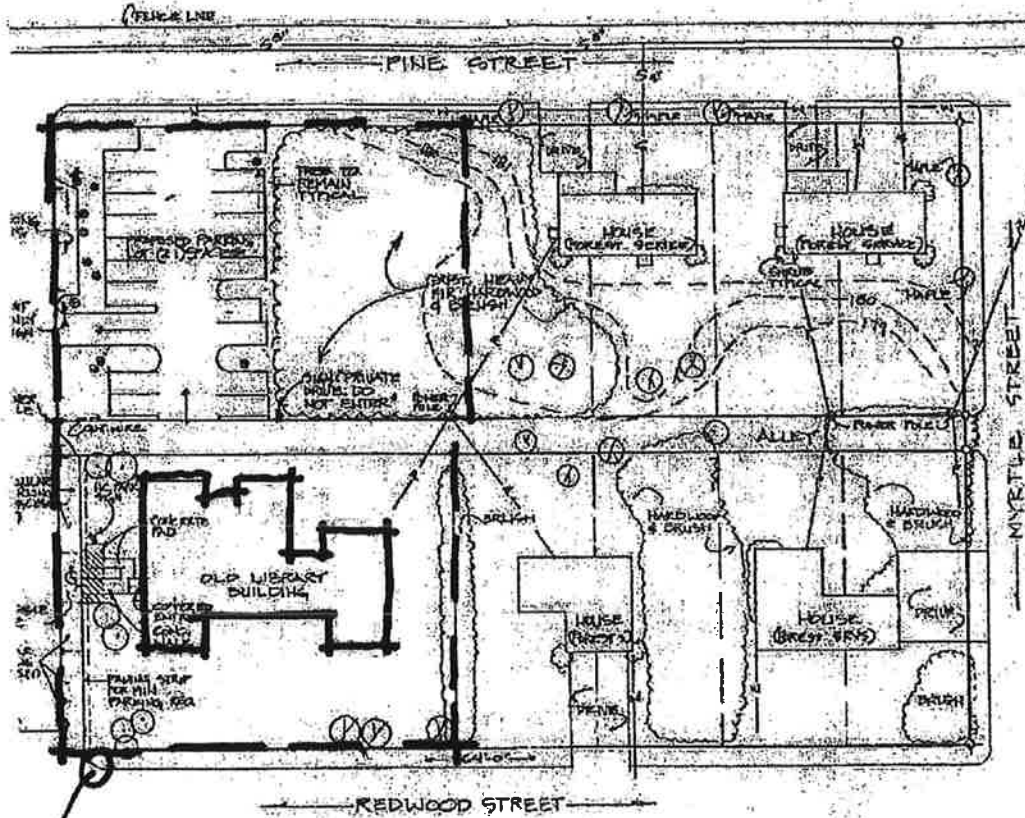


LOCATION: east side of Alder St. between Pine and Redwood streets


SIZE: 0.43 acre

ZONE: R-1-6 (Single-family Residential, 6,000 sq. ft. minimum lot size)



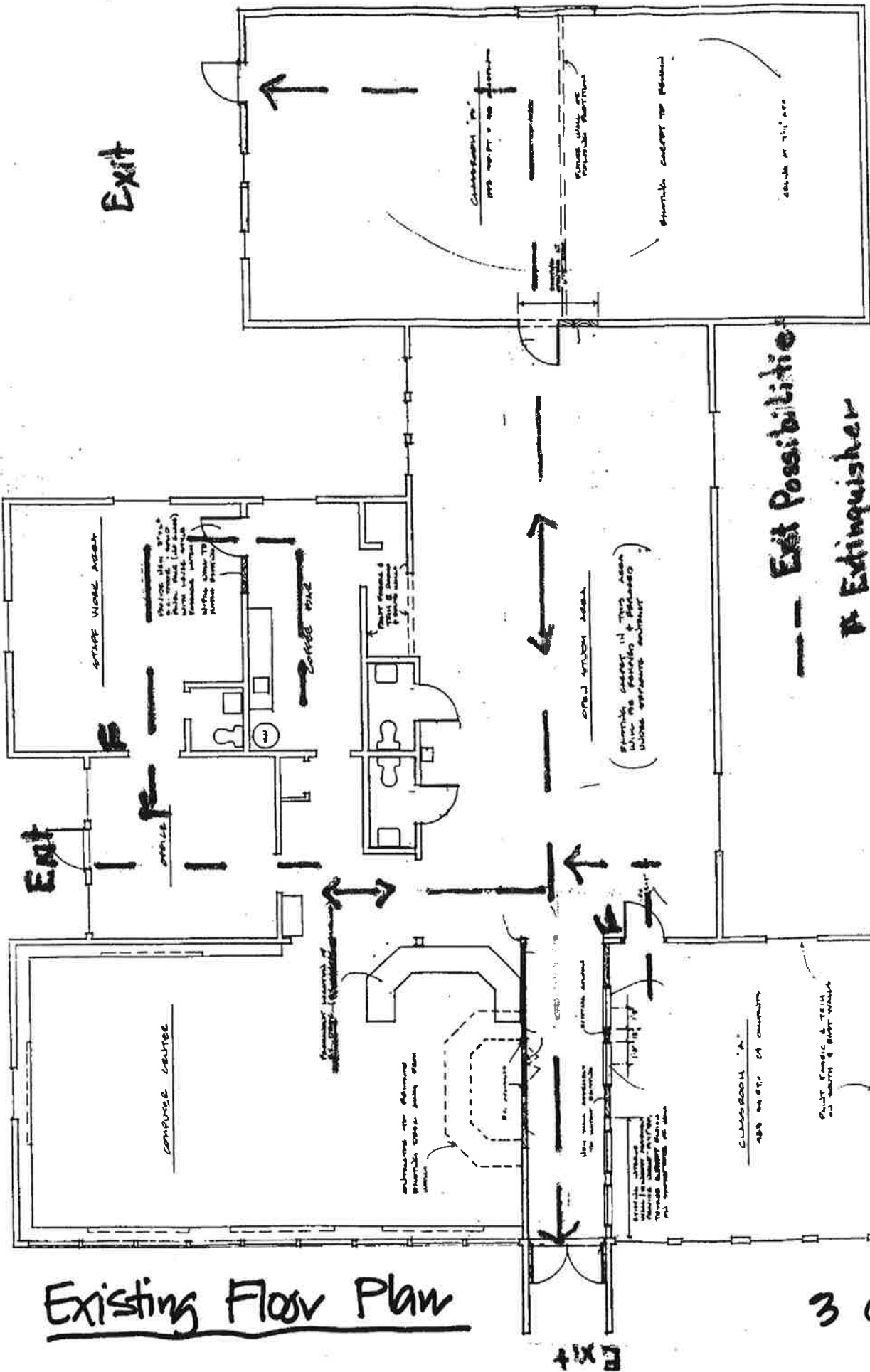


Existing Site Plan.

APPLICANT: Southwestern Oregon Community College	
ASSESSOR'S NO: 41-13-5CB Tax Lot 9700 and 9900/part	
LOCATION: east side of Alder St. between Pine and Redwood streets	
SIZE: 0.43 acre	
ZONE: R-1-6 (Single-family Residential, 6,000 sq. ft. minimum lot size)	

# Existing Flow Plan

3 of 3



# FIRE ESCAPE PLAN

Exit Possibilities  
Fire Extinguisher

FISHBECK CUNYER LINDSEY BUILDING

FLOOR PLAN  
1/11/14

Legend:  
 (Circle with cross) FIRE EXTINGUISHER  
 (Dashed line) EXIT POSSIBILITIES

CONSTRUCTION TYPE: TYPE III  
 ALL EXITS ARE UNLOCKED 24 HOURS A DAY  
 ALL EXITS ARE UNLOCKED 24 HOURS A DAY

241

**6. Photographs**



West Side Building



Entry



Roof



North Side of Building





Interior at Entry



Parking Lot - Looking South

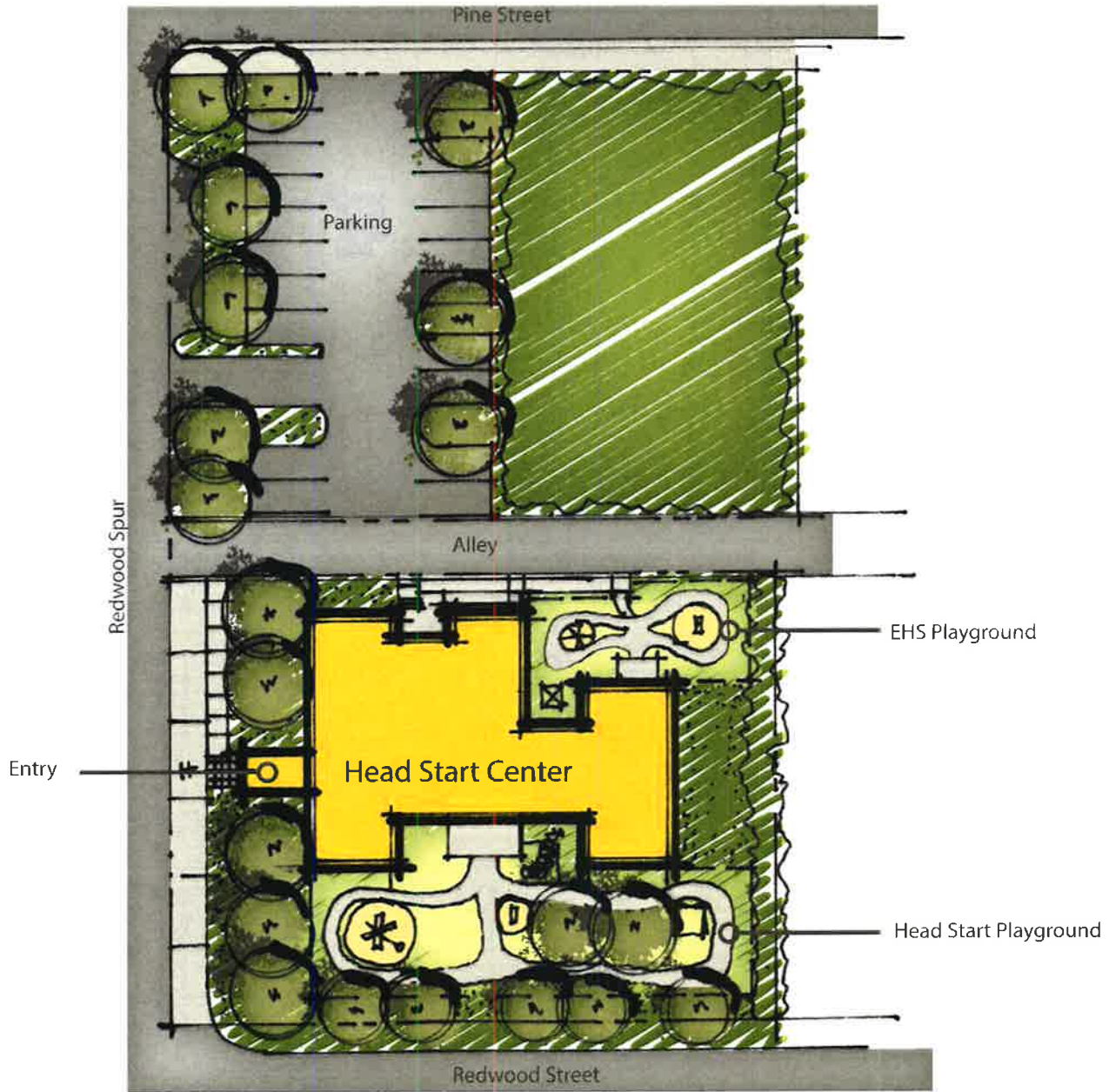


Open Study Area

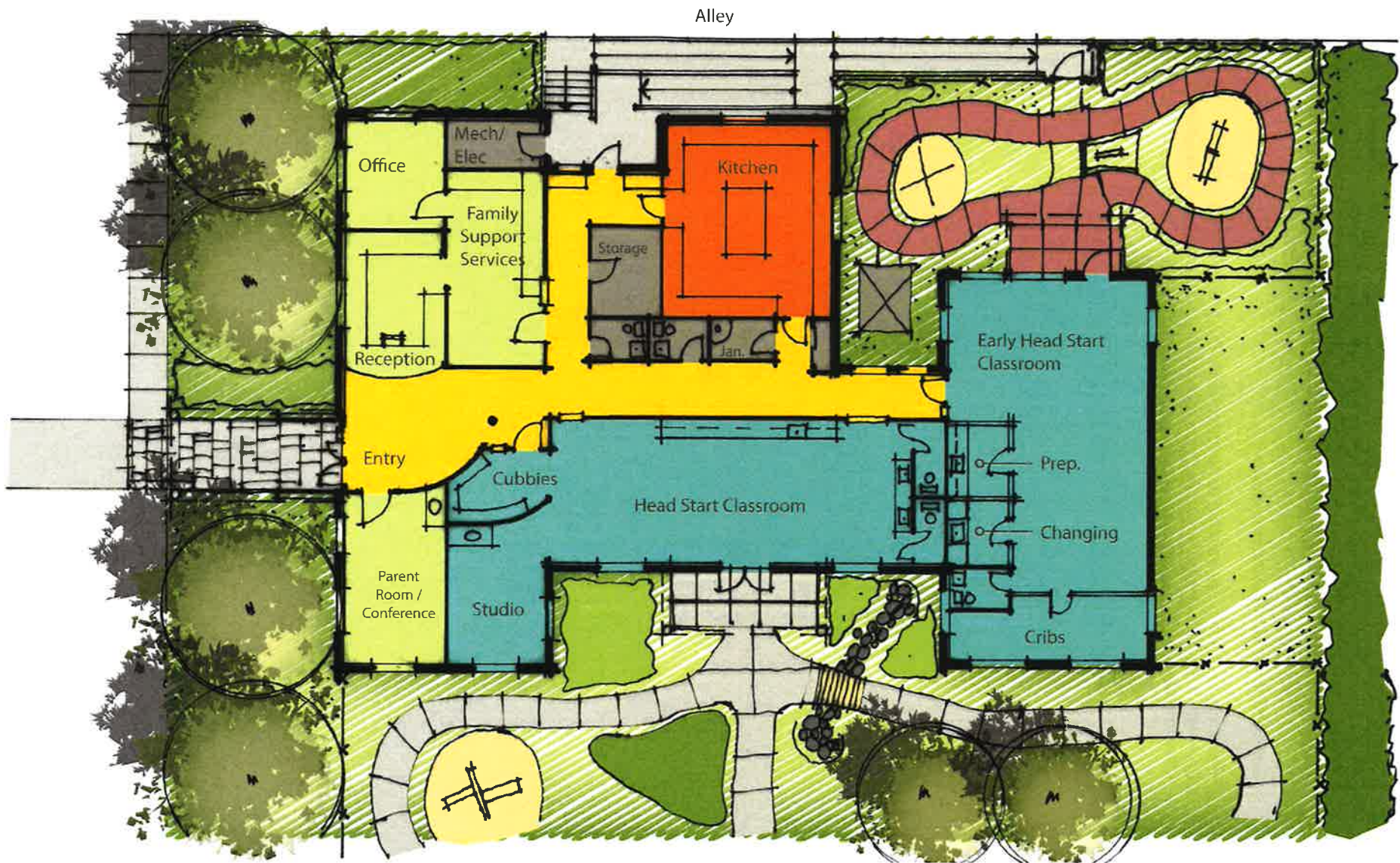


Bathrooms

7. **Project Drawings**  
Proposed site plan and building floor plan.









**8. Conclusions and Recommendations**

The site and building are suitable to accommodate the proposed Head Start / Early Head Start Center based on its current condition, size, zoning and existing infrastructure.



McSwain-Woods Architecture

March 2, 1017

Mr. Mike Lehman, Exec. Dir.  
Oregon Coast Community Action  
1855 Thomas  
Coos Bay, OR 97420

RE: Architect / Engineer Fee Proposal for  
Curry County CDBG Brookings Head Start  
(Building Remodel)

Dear Mike,

I have reviewed the grant documents and the proposed schematic designs for remodeling the above existing facility as prepared by others over the past several years.

It is my understanding that the latest Architect of Record is in the termination process for this project and you require a new, A/E fee proposal to complete a package of construction documents and administer the bidding and construction processes.

I have attached a description of the a) Existing Facility and, b) Proposed Facility that was prepared by Sid Scott, AIA for the original grant request in 2012. In general, this description shall be the basis of my fee proposal. However, two items remain to be clarified prior to us entering into a AE Services Agreement:

1. Confirmation of the extent of patching, repairing and repaving of the existing parking lot on the northern property that will be authorized and,
2. The availability of digital, base drawing files prepared by Lon Samuels, AIA, that he may or may not be obligated to provide the Owner under terms of his original Agreement.

The following Construction Budget – 2017 is offered by McSwain-Woods Architecture for your consideration:

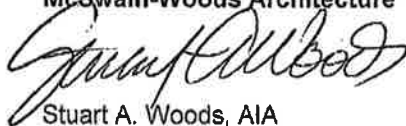
A. Building Remodel	\$665,000.00
B. Site Development (south property, only)	45,000.00
C. Playground	50,000.00
D. Construction Contingency (10%)	<u>76,000.00</u>
 TOTAL ESTIMATED CONSTRUCTION COST	 <u>\$836,000.00</u>
 E. Architectural / Engineering Fees (9.5%)	 <u>\$79,420.00</u>

page 2 Mike Lehman

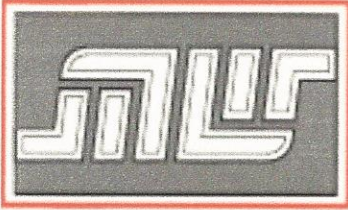
Mike, depending on how items 1 and 2 above are resolved, you can be confident that the A/E fee will not exceed \$85,000.00 nor should you expect the amount to be less than \$75,000.00. If you have any questions, do not hesitate to contact me.

Please let me know how you wish me to proceed toward formalizing this proposal for submission to the Grant Administrator.

Sincerely,  
McSwain-Woods Architecture

A handwritten signature in black ink, appearing to read "Stuart A. Woods". The signature is fluid and cursive, written over the printed name.

Stuart A. Woods, AIA  
SAW/bh



April 27, 2018

Mike Lehman, Exec. Director  
Oregon Coast Community Action  
1855 Thomas  
Coos Bay, OR 07420

RE: Proposed Development Schedule  
Brookings Oregon Head Start Renovation Project

Dear Mike,

Please consider the following Development Schedule as the basis of agreement among the stakeholders for the above project.

A. April 30 – May 31, 2018 (32 days)

- Interagency Agreements / Amendments completed.
- Architectural / Engineering Contract executed by Curry County.
- Final ORCCA approval for A/E Scope of Work.

B. June 1 – September 30, 2018 (122 days)

- Schematic Design approval – June 20, 2018.
- Design Development completed and Statement of Probable Cost – July 25, 2018.
- A/E Contract Documents complete – September 30, 2018.

C. October 1 – October 31, 2018 (31 days)

- Authorization by Curry County Commission to solicit bids from qualified General Contractors at October 3, 2018 General Meeting.
- Bid Opening – October 31, 2018.

D. November 1 – November 20, 2018 (20 days)

- Execute Agreement Between Owner and General Contractor.
- Notice to Proceed.
- Schedule and implement relocation of Head Start staff, materials and equipment.

E. November 21 – December 31, 2018 (40 days)

- Abatement of hazardous materials.
- Demolition of interior finishes and non-load bearing components.

F. January 1 – March 20, 2019 (80 days)

- Interior renovation including new framing and plumbing, ductwork and wiring rough-in work.

G. March 21 – May 31, 2019 (72 days)

- Interior insulation and floor preparation for new interior finishes.
- Plumbing, HVAC and electrical fixtures equipment and trim-out work.
- Final stain and paint – interior.
- Substantial Completion – interior spaces, only – May 31, 2019.
- Exterior envelope repair, replacement and re-roof.
- Site preparation for new accessible parking including drainage basins, grade walls and gravel base.

H. June 1 – June 16, 2019 (16 days)

- Head Start staff, materials and equipment return to facility.
- Temporary access, as necessary, for safe operation of Head Start services.

I. June 17 – July 31, 2019 (45 days)

- Interior punch list items completed.
- M/E systems balanced and operational.
- Exterior building painting.
- Site hardscape – paving, walks and planters, etc.
- Fencing, signage and site electrical work.
- Irrigation or temporary water service for landscaping.

J. August 1 – August 20, 2019 (20 days)

- Landscape work – soils preparation, planting and protections.
- Play area restoration and cleanup.
- Substantial Completion – exterior – August 20, 2019.

K. August 21 – August 27, 2019 (7 days)

- Final Completion and Project Closeout.

L. August 23, 2019

- New Head Start Facility Dedication.

The Development Schedule, as outlined above, takes into account weather variables and the desire for Head Start to occupy the premises during a portion of the summer. However, it is important that the Owner-Architect agreement is executed by the first week of June 2018. Also, it would be prudent to include a couple of weeks of “float” days to take into account any delays involving award of contracts, insurance and bonding issues, etc. Therefore, I recommend that the State Amendment, Completion Date, be set for September 15, 2019.

Mike Lehman, pg. 3

Please let me know if this "timeline" is acceptable to you and the other stakeholders.

Respectfully,

**McSwain-Woods Architecture**

A handwritten signature in black ink, appearing to read "Stuart A. Woods". The signature is fluid and cursive, with the first name "Stuart" being the most prominent.

Stuart A. Woods, AIA  
Owner / Project Architect



## ATTACHMENT "C"

### Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts

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

1. Source of Funds

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

2. Conflict of Interest

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire,

**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

**CERTIFICATION REGARDING LOBBYING**

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

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



**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

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

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

---

Signed (Contractor)

---

Title / Firm

---

Date

## Minority, Women and Emerging Small Business Activity Report

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

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

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

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

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

**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

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

**7c: Type of Trade Codes:**

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

**7d: Racial/Ethnic Codes:**

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

### Explanation of Codes

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

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

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

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

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

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

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

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

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

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

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

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order )  
Approving an Agreement with )  
Stuart Woods as a Replacement )  
Architect on the Brookings )  
Head Start Project )

ORDER NO. \_\_\_\_\_

**WHEREAS**, the County has a grant agreement to rehabilitate and purchase land and property at 420 Alder Street in Brookings, Oregon from Southwestern Oregon Community College (SWOCC); and

**WHEREAS**, the County is in need of a replacement architectural firm to provide professional services for the renovation of that property; and

**WHEREAS**, Stuart A. Woods, AIA, Sole Proprietor, dba McSwain-Woods Architecture is willing to provide the above referenced services; and

**WHEREAS**, the Agreement will not exceed \$80,000; and

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS** that it is authorized to approve the Agreement with Stuart A. Woods, AIA, Sole Proprietor, dba McSwain-Woods Architecture for architectural services on the Brookings Head Start Project.

**DATED** this 30<sup>th</sup> day of May, 2018.

**BOARD OF CURRY COUNTY COMMISSIONERS**

Approved as to Form:

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
John Huttl  
Curry County 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:** Order authorizing agreement with ORCCA for its contribution to the costs of a replacement architect on the Brookings Head Start project.

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/2018 **DEPARTMENT:** BOC/Counsel **TIME NEEDED:** 5 min

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** OLD BUSINESS, ETC

**MEMO ATTACHED** Yes  No  If no memo, explain: Under Admin Report section

**CONTACT PERSON:**           **PHONE/EXT:**           **TODAY'S DATE:**

**BRIEF BACKGROUND OR NOTE: (if no memo attached)** This order approves an agreement with ORCCA that ORCCA pay the first \$30,000 of expenses for substitute architect; then the county pay the architect expense line item remaining on the grant; then ORCCA pay the balance of the architect expenses (not to exceed \$80,000).

**FILES ATTACHED:**

- (1) Agreement with ORCCA that it pay share of substitute architect expenses
- (2) Order authorizing agreement
- (3)

**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 05/30/2018 BOC MEETING**  **Not Approved for BOC Agenda**  
because

**ASSIGNED TO: OLD BUSINESS, ETC**

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

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

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

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

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

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

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

1. Agreement

County will contract for additional architectural work not to exceed \$80,000 on the condition that ORCCA pay the county the difference between the balance available under the grant and \$80,000.

a. The Parties' obligations regarding this are as follows:

- i. ORCCA will pay the first \$30,000 to the Replacement Architect
- ii. County will pay the balance available under grant (\$39,514)
- iii. ORCCA will pay balance of Architect Costs

b. This agreement is not intended to supersede nor replace the pre-existing Co-Ownership Agreement of June 2015.

i. To the extent it is inconsistent with the Co-Ownership Agreement, ORCCA's contribution under this agreement is in the alternative to and does not replace its obligation under that agreement to pay any project expenses not covered by the grant. The County will not be entitled to double recovery.

ii. To the extent not inconsistent with the Co-ownership Agreement this agreement describes agreed-upon execution only in part herein of the Co-Ownership Agreement. The county will not be entitled to double recovery, but



ORCCA could be required to make additional contributions under the Co-Ownership Agreement

2. Termination for Convenience or Non-Appropriation

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

3. Indemnification

ORCCA shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any third persons, including but not limited to the replacement Architect, or damage to any property occasioned in any way by ORCCA's obligations under this contract.

4. Non-waiver

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

5. Severability

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of the contract shall remain in full force and effect.

6. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

7. Applicable Laws

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

8. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

///

SIGNATURED ON FOLLOWING PAGE

///



ORCCA (signature certifies that signer is lawfully authorized to bind ORCCA)

[Signature]  
By (signature)

5-24-18  
Date

Michael Lehman - Exec Dir  
Printed Name

1255 Thomas  
Street

Coos Bay OR 97420  
City State Zip Code

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Susan Gold, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Huxley, Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Court Boice, Commissioner

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
John R. Huttel, Curry County Legal Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order )  
Approving an Agreement with )  
ORCCA for its Contribution )  
to the Costs of a Replacement )  
Architect on the Brookings )  
Head Start Project )

ORDER NO. \_\_\_\_\_

**WHEREAS**, the County has a grant agreement to rehabilitate and purchase land and property at 420 Alder Street in Brookings, Oregon from Southwestern Oregon Community College (SWOCC); and

**WHEREAS**, Oregon Coast Community Action (ORCCA) currently leases the building and intends to own the building for the purpose of conducting Head Start Programs; and

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

**WHEREAS**, the county will contract for additional architectural work, not to exceed \$80,000, of which the first \$30,000 will be paid for by ORCCA, and the County will pay the balance remaining in the grant (\$39,514) and ORCCA will pay the balance of the Architect costs; and

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS** that it is authorized to approve the Agreement with ORCCA for its contribution to the costs of a replacement architect on the Brookings Head Start Project.

**DATED** this 30<sup>th</sup> day of May, 2018.

**BOARD OF CURRY COUNTY COMMISSIONERS**

Approved as to form

\_\_\_\_\_  
Sue Gold, Chair

\_\_\_\_\_  
John Huttli  
County 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:** Order authorizing agreement to transfer ownership and sponsorship of Brookings Airport from Curry County to the City of Brookings

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/2018 **DEPARTMENT:** BOC/Legal **TIME NEEDED:** 10min

(<sup>a</sup>Submit by 9AM five days prior to the next General Meeting (six days if a holiday falls within that five day period)) **RECOMMENDED AGENDA CATEGORY** OLD BUSINESS, ETC

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

**CONTACT PERSON:** JHuttl **PHONE/EXT:** x 3218 **TODAY'S DATE:** 05/23/2018

**BRIEF BACKGROUND OR NOTE: (If no memo attached)** This agreement transfers ownership and Federal Aviation Administration sponsorship of the Brookings Airport to the city of Brookings. By law, we are limited to realizing as revenue from the sale the County's past general-fund capital contributions to the airport property. This amount is approximately \$120,000. That amount is still being determined with the granting agencies. It will be determined by the close of escrow. Title fees to be paid from Airport Fund.

**FILES ATTACHED:**

- (1) Agreement to Transfer Ownership and Sponsorship of KOBK to City of Brookings
- (2) Order authorizing agreement
- (3)

**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 05/30/2018 BOC MEETING**  **Not Approved for BOC Agenda because**

**ASSIGNED TO: OLD BUSINESS, ETC**

**PURCHASE AND TRANSFER AGREEMENT  
BROOKINGS AIRPORT (BOK)**

This PURCHASE AND TRANSFER AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between the County of Curry, a political subdivision of the State of Oregon (the “County”) and the City of Brookings, an Oregon municipal corporation (the “City”). The County and the City are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

**RECITALS**

- A. The County is the owner and sponsor of the Brookings Airport located in Brookings, Oregon (FAA Identifier: BOK). The Brookings Airport is a local general aviation airport consisting of two runways and 97 acres (more or less) of real property and the improvements thereon. A description of the real property is described in “Exhibit A” attached hereto and incorporated herein by this reference.
- B. The Brookings Airport was transferred to the County from the State of Oregon in 1997. The terms of the transfer require the County and its successors to maintain and use the property for the primary purpose of operating a public airport, and include a right of first refusal to the State of Oregon.
- C. The Brookings Airport is located within the corporate limits of the City of Brookings, which provides municipal services including police, fire, water and sewer to the Airport.
- D. The City of Brookings has completed construction of a \$2,936,850 project to provide city water and sewer services to the Airport, which is funded with a \$1,762,110 grant secured by the City from the U.S. Economic Development Administration and \$1,174,740 in City funds.
- E. The County is a party to multiple grant agreements with the Federal Aviation Administration (“FAA”), primarily for capital improvements that subject the County to continuing obligations, including ongoing maintenance of capital improvements and repayment if the grant agreements are violated.
- F. As part of a purchase agreement, the City will assume the County’s federal obligations thereby relieving the County of that burden.
- G. The County has determined that it is in the best interests of the County to transfer ownership of the Brookings Airport and its federal obligations to the City.
- H. The City has determined that it is in the best interests of the City to acquire ownership of the Brookings Airport and assume the federal obligations of the County.
- I. The Federal Aviation Administration (“FAA”) must approve the transfer of ownership and sponsorship of the Brookings Airport.

**AGREEMENT**

NOW, THEREFORE, in consideration of the Purchase Price described below and the mutual covenants herein contained. The County and the City hereby covenant and agree as follows:

**1.0 PURCHASE AND TRANSFER OF THE BROOKINGS AIRPORT.** The County agrees to sell and transfer the County's interest in and to the Brookings Airport and the improvements thereon (the "Brookings Airport") to the City and the City agrees to purchase the County's interest in and to the Brookings Airport and the Improvements thereon from the County for the Purchase Price and on the terms and conditions set forth below.

**2.0 PURCHASE PRICE.**

**2.1 Total Purchase Price.** The City shall pay to the County as the total purchase price for the Brookings Airport an amount equal to the County's cash investment into Airport capital improvements over the previous six fiscal years (the "Purchase Price") in compliance with 49 U.S.C. § 47107(k)(5). This Purchase Price is estimated to be \$123,171.00, however, it will need to be finalized during escrow as two County FAA AIP grants are awaiting final close out.

**2.2 Payment of Purchase Price.** The Purchase Price will be paid as follows:

- a. Purchase Deposit. Upon the opening of escrow, the City shall deposit One Thousand Dollars (\$1,000.00) into an escrow (the "Escrow") at Curry County Title Inc. (the "Escrow Holder"). The Deposit is non-refundable except as provided for in this Agreement.
- b. Purchase Price. On or before Closing ("Closing" means the date upon which the deed conveying title to the Brookings Airport to the City is recorded with the County Clerk in Curry County, Oregon), the City shall deposit into Escrow cash or other immediately available funds in the amount of the Purchase Price less the amount of the Deposit plus its share of Closing Costs identified in Section 4 below.
- c. Forfeiture of Deposit. If the Closing does not occur by reason of default of the City, the Purchase Deposit will be forfeited by the City and released by Escrow Holder to the County as liquidated damages.
- d. Refund of Deposit. If the Closing does not occur by reason other than a default of the City (such as failure of FAA to approve the transfer), then the Purchase Deposit will be refunded by Escrow Holder to the City upon the cancellation of the Escrow by the Parties.

**2.3 Purchase Price Includes Airport Assets.** The Purchase Price includes all personal property that is utilized in the operation of the Brookings Airport business ("Airport Assets"). The Airport assets include, but are not limited to, furniture, fixtures, computers, computer software, monitors, keyboards, equipment, telephones, materials, supplies, books, and the balance of the airport revenue fund as it exists as of the date of Closing.

**3.0 ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS.**

**3.1 Federal Obligations.** The County shall assign and the City shall assume all federal obligations related to the Brookings Airport, including but not limited to, all rights, title, interests, and obligations in, to and under the Airport Improvement

Program Grant Agreements, including the Grant Assurances set forth in such instruments (collectively, the “Grant Agreements”). A list of grants is attached to the BOK Federal Obligations Assignment and Assumption Agreement attached hereto as “Exhibit B.” The Parties shall execute the agreement attached as Exhibit B, or one substantially similar thereto, as a part of this transaction.

**3.2 State Obligations.** The local ten percent match required for the above-referenced grants were paid with grant funds from the Oregon Department of Aviation (“ODA”) Critical Oregon Airport Relief Program (COAR). The County will assign and the City will assume all state obligations related to the Brookings Airport, including but not limited to, all rights, title, interests, and obligations in, to and under the COAR Grant Agreements. A list of grants is attached to the Assignment of State ODA Grants attached hereto as “Exhibit C.” The Parties will execute the agreement attached as Exhibit C, or one substantially similar thereto, as a part of this transaction.

**3.3 Real Property Leases.** Copies of any and all real property leases will be delivered to the City as soon as practicable. As part of this Agreement, the County hereby assigns and the City hereby assumes all obligations for current leases in effect at the time of Closing for real property or improvements of the Brookings Airport. A list of current leases is attached hereto as “Exhibit D.” Prior to Closing, the County agrees to provide a written a notice of intent to transfer the airport lease to each tenant. The parties hereto intend to assign and assume all of the County’s lease agreements. The parties have acted in good faith and due diligence to determine the list of leases attached hereto. Nevertheless, in the event a lease is subsequently discovered to apply to the Brookings Airport, the parties agree to cooperate in the execution of an assignment and assumption of the lease that was inadvertently omitted from Exhibit D attached hereto.

**3.4 Utilities.** The City shall transfer all utility service accounts for the Brookings Airport into the name of the City as of the date of Closing.

#### **4.0 CLOSING.**

**4.1 City’s Right to Inspect.** At the City’s sole expense, the City may have the Brookings Airport, including all real property and improvements thereon and all of its elements and systems, inspected by one or more professionals of City’s choice. If any inspection shows a material defective condition in the Brookings Airport, the City may terminate the transaction by delivery to the County of a written notice of the City’s disapproval of the inspection report. If the City does not disapprove of an inspection report in writing, then the City will be deemed to have accepted the condition of the Brookings Airport.

**4.2 Title to the Property.** At the Closing, the County shall convey to the City fee simple title to the Brookings Airport, including all real property and the improvements thereon, by duly executed and acknowledged grant deed(s).

**4.3 Title to the Assets.** At the Closing, the County shall assign, transfer and convey to the City all of County’s right, title and interest in and to all of the Airport

Assets. The transfer of the Airport Assets will be without warranty or guarantee as to the condition or fitness for a particular purpose. This transfer will be accomplished with a bill of sale as attached hereto in “Exhibit E”.

- 4.4 Title Report.** As soon as practicable after the opening of Escrow, the County shall provide the City with a preliminary title report from Curry County Title Inc. (“Title Company”) showing its willingness to issue title insurance on the Brookings Airport, together with full copies of all exceptions. The City will have 30 days to notify the County in writing of the City’s disapproval of any exceptions within the report, other than exceptions for any liens to be satisfied by the County at Closing. In the event of such disapproval, the County will have until the Closing to eliminate any disapproved exception. Failure of the City to disapprove any exception within the 30-day period will be deemed an approval of the exceptions shown in the title report. If the County is unable to eliminate any disapproved exception, the City may either elect to terminate the Agreement by notice to the County or elect to waive its prior disapproval and proceed to Closing.
- 4.5 Title Insurance.** Upon Closing, the County shall provide the City with an owner’s policy of title insurance in the amount of the total Purchase Price, subject only to the standard printed exceptions of the Title Company and exceptions to the matters accepted by the City.
- 4.6 Closing Costs.** The costs associated with the Closing (“Closing Costs”), including any escrow fees and recording fees, will be borne equally by the parties.
- 4.7 Conditions to Closing.**
- a. County’s Conditions. The County’s obligation to close this transaction is subject to and contingent upon the satisfaction of each of the following conditions:
- (1) The City has deposited the Purchase Price and its share of Closing Costs with the Escrow Holder.
  - (2) The FAA has approved both the transfer of the Brookings Airport to the City and the City as an eligible airport sponsor.
  - (3) The FAA and the City have executed a Federal Obligations Assignment and Assumption Agreement.
  - (4) The Oregon Department of Aviation (ODA) has delivered a signed written document declining to exercise its right of first refusal.
  - (5) All of the material covenants and obligations that the City is obligated to perform or comply with pursuant to this Agreement have been performed by or complied with in all material respects.
- b. City’s Conditions. The City’s obligation to close this transaction is subject to and contingent upon the satisfaction of each of the following conditions:
- (1) The FAA has approved both the transfer of the Brookings Airport to the City and the City as an eligible airport sponsor.
  - (2) The FAA and the County have executed a Federal Obligations Assignment and Assumption Agreement.

- (3) The Oregon Department of Aviation (ODA) has delivered a signed written document declining to exercise its right of first refusal.
- (4) The Title Company is prepared to issue the Title Policy in favor of City.
- (5) The County has deposited the cash in the airport revenue fund with the escrow agent.
- (6) All of the material covenants and obligations that the County is obligated to perform or comply with pursuant to this Agreement have been performed by complied with in all material respects.

**4.8 Time and Place of Closing.** The purchase and transfer of the Brookings Airport shall be closed in escrow at the office of the Escrow Holder or at such other location as the Parties may mutually agree. Subject to the conditions set forth in Section 4, the Closing will take place at a mutually-acceptable time and on a mutually-acceptable date on or before June 27, 2018.

**4.9 Transfer of Possession.** Unless otherwise agreed to by the Parties, on the day of Closing, the County shall deliver possession of the following to the City:

- a. The Brookings Airport;
- b. The Airport Assets; and
- c. All real property leases, airport business files, legal files and active contracts.

**4.10 Access to Information Systems.** Prior Closing, the County shall work with the City to establish access to the Federal DELPHI system and the FAA NOTAM system.

## **5.0 REPRESENTATIONS AND WARRANTIES.**

**5.1 County's Representations and Warranties.** The County represents and warrants to the City as follows:

- a. Authority. This Agreement constitutes the legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms. Upon the execution and delivery of any further and necessary documents by the County at the Closing ("Closing Documents"), all Closing Documents will constitute the legal, valid, and binding obligation of the County, enforceable against the County in accordance with their respective terms. The County has full power, authority, and capacity to execute and deliver this Agreement and the Closing Documents and to perform its obligations hereunder and thereunder.
- b. No Conflict. Neither the County's execution and delivery of this Agreement, nor its performance of any of its obligations hereunder, nor the consummation of this transaction will, directly or indirectly (with or without notice, lapse of time, or both), (i) contravene or result in a violation of any provision of any charter, bylaws, other organization documents or any resolution adopted by the County Board of



Commissioners; or (ii) contravene or result in violation of any law or order to which the County is subject; or (iii) contravene or result in a violation or breach of any provision of , or give any person the right to t declare a default or exercise any remedy under, any agreement or other document to which the County is a party or by which the County is bound.

- c. Proceedings. No proceeding is pending or, to the County’s knowledge, is likely to be filed, against the County that challenges, or could reasonably be expected to have the effect of preventing, making illegal, or otherwise materially interfering with this transaction.

**5.2 City’s Representations and Warranties.** The City represents and warrants to the County as follows:

- a. Authority. This Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms. Upon the execution and delivery of any further and necessary documents by the City at the Closing (“Closing Documents”), all Closing Documents will constitute the legal, valid, and binding obligation of the City, enforceable against the City in accordance with their respective terms. The City has full power, authority, and capacity to execute and deliver this Agreement and the Closing Documents and to perform it obligations hereunder and thereunder.
- b. No Conflict. Neither the City’s execution and delivery of this Agreement, nor its performance of any of its obligations hereunder, nor the consummation of this transaction will, directly or indirectly (with or without notice, lapse of time, or both), (i) contravene or result in a violation of any provision of any charter, bylaws, other organization documents or any resolution adopted by the City Council; or (ii) contravene or result in violation of any law or order to which the City is subject; or (iii) contravene or result in a violation or breach of any provision of, or give any person the right to t declare a default or exercise any remedy under, any agreement or other document to which the City is a party or by which the City is bound.
- c. Proceedings. No proceeding is pending or, to the City’s knowledge, is likely to be filed, against the City that challenges, or could reasonably be expected to have the effect of preventing, making illegal, or otherwise materially interfering with this transaction.

**6.0 GENERAL PROVISIONS.**

**6.1 Further Acts.** The Parties shall execute and deliver all documents and do all other reasonable acts that may be reasonably necessary to carry out and effectuate the intent and purpose of this Agreement.

**6.2 Headings.** The headings or titles of the sections of this Agreement are intended for ease of reference only and will have no effect whatsoever on the construction or interpretation of this Agreement.

- 6.3 Time of Essence.** Time is of the essence of the performance of the Parties' respective obligations under this Agreement.
- 6.4 No Assignment.** This Agreement is not assignable by either Party. Any attempt by a Party to assign this Agreement or any of the rights or obligations under this Agreement will be void and unenforceable.
- 6.5 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. Either party may transfer such party's interest under this Agreement, provided that the transferee assumes such party's obligations hereunder.
- 6.6 Notices.** Notices under this Agreement must be in writing and will be effective when actually delivered. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Either party may change its address for notices by written notice to the other.
- 6.7 Waiver.** Failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 6.8 Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party will be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.
- 6.9 Prior Agreements.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Parties.
- 6.10 Governing Law.** This Agreement will be construed, applied and enforced in accordance with the laws of the State of Oregon.
- 6.11 Brokers.** Each Party represents and warrants that it is not represented by any broker or other third party claiming a commission or fee in connection with this transaction. Each Party will defend, indemnify, and hold the other Party harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.
- 6.12 Modifications.** This Agreement and any of its terms may not be modified or amended except by the written agreement of both Parties.
- 6.13 Survival.** Any covenants and agreements that this Agreement does not require to be fully performed prior to Closing will survive Closing and be fully enforceable thereafter in accordance with their terms.
- 6.14 Execution.** This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement.

- 6.15 Incorporation of Recitals and Exhibits.** The recitals to this Agreement and any and all Exhibits to this Agreement are incorporated herein by this reference.
- 6.16 Severability.** In the event any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision will be deleted from the Agreement and will not invalidate any other provision contained in the Agreement.

**7.0 STATUTORY NOTICE:**

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505, ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF THE SALE OR TRANSFER OF THIS PROPERTY.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

**COUNTY OF CURRY**

**CITY OF BROOKINGS**

\_\_\_\_\_  
By: Sue Gold  
Title: Chair

\_\_\_\_\_  
By: Jake Pieper  
Title: Mayor of Brookings

\_\_\_\_\_  
By: Tom Huxley  
Title: Vice Chair

ATTEST:

\_\_\_\_\_  
Teri Davis, City Recorder

\_\_\_\_\_  
By: Court Boice  
Title: Commissioner

**EXHIBIT A  
REAL PROPERTY DESCRIPTION**

All that real property in the County of Curry, State of Oregon described below:

<b>Map and Tax Lot</b>	<b>Acres</b>	<b>Previous Owner/Transferor</b>	<b>Date Recorded</b>	<b>Book, Page</b>
4013-31-TL 200	8.31	Brookings Plywood Co.	2/21/1963	67, 493
4013-31-TL 200	12.10	Paul & Adelaide Taylor	9/19/1962	66, 162
4013-31-TL 200	1.95	Fred & Edith Fox	10/02/1962	66, 288
4013-31-TL 200	36.4	South Coast Lumber Co.	2/18/1963	67, 457
4013-31-TL 200	26.6	Elmer Bankus	2/19/1963	67, 480
4013-31-TL 200	4.02	South Coast Lumber Co.	2/18/1963	67, 457
4013-31-TL 200	5.02	John & Teddy Ebinger	8/05/1960	59, 335
4013-31-TL 200	.96	C.A. & Eleanor McKenzie	10/10/1962	66, 345
4013-31-TL 200	.89	South Coast Lumber Co.	1/06/1997	97-00096
4013-31-TL 400	.56	Curry County	4/07/1969	10, 728

**Approximately 97 acres.**

**EXHIBIT B**  
**BROOKINGS AIRPORT FEDERAL OBLIGATIONS**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

---

**BOK FEDERAL OBLIGATIONS**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into, effective as of May\_\_\_\_, 2018 (the “Effective Date”), by and among the County of Curry, a political subdivision of the State of Oregon (the “County”), the City of Brookings, an Oregon municipal corporation (the “City”), and the Federal Aviation Administration, a federal agency acting for and on behalf of the United States of America (the “FAA”).

RECITALS

WHEREAS, the Brookings Airport [FAA identifier “BOK”] is a federally-assisted general aviation airport located in the City of Brookings, County of Curry, State of Oregon; and

WHEREAS, the County and the City have entered into that certain Purchase and Transfer Agreement dated May \_\_\_\_, 2018, whereby the County and the City propose to transfer ownership and control of BOK from the County to the City (“Airport Transfer”); and

WHEREAS, in connection with the Purchase and Transfer Agreement, the County desires to assign, and the City desires to assume, all federal obligations related to BOK, subject to the consent of the FAA.

NOW, THEREFORE, in consideration of the covenants, agreement and other terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and by this reference made a part hereof.
2. Assignment and Assumption of Federal Obligations.
  - a. The County hereby grants, conveys, transfers, and assigns to the City all of the County’s obligations to the federal government as airport sponsor of BOK (collectively, “Federal Obligations”), including, but not limit to, all rights, title, interests, and obligations in, to and under the Airport Improvement Program Grant Agreements, including the Grant Assurances set forth in such instruments (collectively, the “Grant Agreements”). A list of said grants is attached hereto as “Attachment 1” and incorporated herein by reference.
  - b. The City hereby accepts and assumes all of the obligations as airport sponsor for BOK and further assumes, covenants, acknowledges, and agrees to be

bound by and to perform, observe and be subject to all of the obligations, terms, covenants, and conditions of the Federal Obligations, including in particular the Grant Agreements.

3. FAA Consent and Conditional Release.

- a. The FAA hereby consents to the assignment and assumption of the Federal Obligations pursuant to this Agreement and to the consummation of the Airport Transfer. Concurrent with the execution and exercise of this Agreement, the FAA is approving the City as an eligible airport sponsor for federal funds and other assistance. The executed version of FAA approval will appear in Attachment 2 to this Agreement and will be incorporated herein by reference upon receipt of a copy from FAA. The executed version will be substituted for the form agreement upon receipt of a copy executed by FAA.
- b. The FAA shall relieve and release the County from the Federal Obligations, including the obligations, terms, covenants, and conditions arising from the Grant Agreements and any previous grants or other federal obligation instruments executed before the Effective Date upon the County's performance of the material obligations set forth in section 4 of the Purchase and Transfer Agreement. The County acknowledges that this release will not affect the County's responsibility for compliance with Grant Assurance 25 prior to or as part of the Airport Transfer, subject to the limitations of 49 USC § 47107(m)(7).

4. General Provisions.

- a. The parties shall execute and deliver all documents and do all other reasonable acts that may be reasonable necessary to carry out and effectuate the intent and purpose of this Agreement.
- b. This Agreement will be binding upon and insure to the benefit of the parties and their respective successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.
- c. This Agreement constitutes the entire understanding and agreement of the parties with respect to the assignment and assumption of the Federal Obligations and action contemplated hereby and supersedes any prior agreements or understanding whether written or verbal with respect to the subject matter hereof.
- d. The parties may not waive or amend this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced.
- e. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way.
- f. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

- g. The parties hereto intend to assign and assume all of the County’s Federal Obligations for all applicable FAA grants, known and unknown. The parties have acted in good faith and due diligence to determine the list of grants attached hereto. Nevertheless, in the event a grant is subsequently discovered to apply to the Brookings Airport, the parties agree that the County will have no obligations and that the City of Brookings will assume all obligations under any such inadvertently omitted grant.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the Effective Date.

**COUNTY OF CURRY**

\_\_\_\_\_  
By: Sue Gold  
Title: Chair

\_\_\_\_\_  
By: Tom Huxley  
Title: Vice Chair

\_\_\_\_\_  
By: Court Boice  
Title: Commissioner

**CITY OF BROOKINGS**

\_\_\_\_\_  
By: Jake Pieper  
Title: Mayor of Brookings

ATTEST:

\_\_\_\_\_  
Teri Davis, City Recorder

**FEDERAL AVIATION ADMINISTRATION**

\_\_\_\_\_  
By:  
Title:

**Attachment 1**  
**List of Grants Applicable to BOK**



**Attachment 2**  
**Form of FAA Approval of City As Sponsor for BOK**

## EXHIBIT C

### BROOKINGS AIRPORT ODA COAR GRANT AGREEMENTS ASSIGNMENT AND ASSUMPTION AGREEMENT

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#### BOK ODA COAR GRANT AGREEMENTS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into, effective as of May \_\_\_, 2018 (the “Effective Date”), by and among the County of Curry, a political subdivision of the State of Oregon (the “County”), and the City of Brookings, an Oregon municipal corporation (the “City”).

#### RECITALS

WHEREAS, the Brookings Airport [FAA identifier “BOK”] is a federally-assisted general aviation airport located in the City of Brookings, County of Curry, State of Oregon; and

WHEREAS, the County and the City have entered into that certain Purchase and Transfer Agreement dated May \_\_\_, 2018 whereby the County and the City propose to transfer ownership and control of BOK from the County to the City (“Airport Transfer”); and

WHEREAS, in connection with the Purchase and Transfer Agreement, the County desires to assign, and the City desires to assume, all ODA COAR Program Grant Agreements related to BOK, which contain certain obligations for a period of twenty (20) years from the date of each agreement, e.g. obligation to maintain and operate the airport and to segregate airport funds.

NOW, THEREFORE, in consideration of the covenants, agreement and other terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and by this reference made a part hereof.
2. Assignment and Assumption of ODA COAR Program Grant Agreements.
  - a. The County hereby grants, conveys, transfers, and assigns to the City all of its COAR Program Grant Agreements, including, but not limit to, all rights, title, interests, and obligations in, to and under the COAR Program Grant Agreements. A list of said grants is attached hereto as “Attachment 1” and incorporated herein by reference.
  - b. The City hereby accepts and assumes all of the obligations of the grant recipient for BOK and further assumes, covenants, acknowledges, and agrees to be bound by and to perform, observe and be subject to all of the obligations, terms, covenants, and conditions of the COAR Program Grant Agreements.

3. ODA Consent and Conditional Release.

- a. The ODA hereby consents to the assignment and assumption of the COAR Grant Agreements pursuant to this Agreement and to the consummation of the Airport Transfer. Upon approval by the FAA of the City as Airport Sponsor, the ODA is approving the City as eligible for state funds and other assistance. The executed version of ODA approval will appear in Attachment 2 to this Agreement and will be incorporated herein by reference upon receipt of a copy from ODA. The executed version will be substituted for the form agreement upon receipt of a copy executed by ODA.
- b. The ODA shall relieve and release the County from the COAR Grant Agreements, including the obligations, terms, covenants, and conditions arising from the Grant Agreements and any previous grants or other state obligation instruments executed before the Effective Date upon the County's performance of the material obligations set forth in section 4 of the Purchase and Transfer Agreement.

4. General Provisions.

- a. The parties shall execute and deliver all documents and do all other reasonable acts that may be reasonable necessary to carry out and effectuate the intent and purpose of this Agreement.
- b. This Agreement will be binding upon and insure to the benefit of the parties and their respective successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.
- c. This Agreement constitutes the entire understanding and agreement of the parties with respect to the assignment and assumption of the COAR Grant Agreements and action contemplated hereby and supersedes any prior agreements or understanding whether written or verbal with respect to the subject matter hereof.
- d. The parties may not waive or amend this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced.
- e. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way.
- f. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- g. The parties hereto intend to assign and assume all of the County's COAR Grant Agreements, known and unknown. The parties have acted in good faith and due diligence to determine the list of grants attached hereto, nevertheless in the event a grant is subsequently discovered to apply to the Brookings Airport, the parties agree that the County will have no obligations and that the City will assume all obligations under any such inadvertently omitted grant.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the Effective Date.

**COUNTY OF CURRY**

---

By: Sue Gold  
Title: Chair

---

By: Tom Huxley  
Title: Vice Chair

---

By: Court Boice  
Title: Commissioner

**CITY OF BROOKINGS**

---

By: Jake Pieper  
Title: Mayor of Brookings

ATTEST:

---

Teri Davis, City Recorder

**APPROVED BY ODA:**

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Name:  
Title:

**Attachment 1**

**List of COAR Grants Applicable to BOK**

**Attachment 2**  
**Form of ODA Approval of City As Sponsor for BOK**

**EXHIBIT D  
CURRENT LEASES**

**HANGAR LEASES**

<b>Hangar #</b>	<b>Name</b>	<b>Exp. Date</b>	
1A	Brim , Rodney	6/30/2022	
1B	Huether, Jerry	6/30/2022	
1C	(Stella Properties) Nancy N. Trustee	6/30/2019	
1D	Foster, Neal	6/30/2022	
1E	Worman, Darrin	6/30/2022	
1F	McGahey, Jack	6/30/2018	
2A	Faulstick, Dyrel	6/30/2022	
2B	Garvin, Lee	6/30/2019	
2C	Mankey, Vicki Lyn (sold to M.Colee)	6/30/2019	
2D	Sparlin (Co-owned)	6/30/2018	
2D	Colee, Mike	6/30/2020	
3A	Essenmacher / Sprague	6/30/2021	
3B	Schifini, Warren	6/30/2020	
3C	Woodfin, Glenn	6/30/2022	
4	Nidifer, Doug & Nancy	6/30/2019	
5	Platt, Phil	6/30/2022	
6A	Brk. Flying club	6/30/2018	
6B	Glaze, Warren	6/30/2018	
7	Schifini, Warren	6/30/2019	
8	Vetch, Douglas	6/30/2022	
9	Harvell, Robert	6/30/2019	
10	Moore, Darren	6/30/2022	
11	So. Co. Lumber	6/30/2019	
12	Cooke, Claude	6/30/2019	
13	DK Air/Brattain	?	
14	Cal-Ore/Brattain	6/30/2021	
GL	Cal-Ore/Brattain	6/30/2022	
A-0	Garvin, Lee	6/30/2019	
A-1	Redd, George M.	6/30/2021	
A-2	Knudson, Steve	6/30/2019	
A-3	Greene, Bruce	6/30/2019	

**OTHER GROUND LEASES**

<b>LOCATION</b>	<b>LESSEE</b>	<b>USE</b>
GL	Brookings Flying Club	Fuel Concessions – above ground fuel tanks
GL	Cal-Ore / Brattain	Crew Quarters

**EXHIBIT E**

**BILL OF SALE**

---

**BILL OF SALE**

**State of Oregon  
County of Curry**

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT the County of Curry, a political subdivision of the State of Oregon, Seller, as part of the Purchase and Transfer of the Brookings Airport, does hereby sell and transfer to the City of Brookings, an Oregon municipal corporation, Buyer, its successors and assigns, the following described personal property located in the County of Curry, State of Oregon: all personal property that is utilized in the operation of the Brookings Airport business including, but not limited to, furniture, fixtures, computers, computer software, monitors, keyboards, equipment, telephones, materials, supplies, and books.

Seller warrants that it is the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, its successors and assigns, to warrant and defend the title to all of the described property to Buyer, its successors and assigns, forever against every person lawfully claiming the described property or any part of it.

THE DESCRIBED PROPERTY IS SOLD "AS-IS" AND "WHERE-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PROPERTY.

This Bill of Sale will be effective as to the transfer of all property listed in it as of \_\_\_\_\_ [Closing Date].

**IN WITNESS WHEREOF**, this Bill of Sale is executed on \_\_\_\_\_.

**COUNTY OF CURRY**

\_\_\_\_\_  
By: Sue Gold  
Title: Chair

\_\_\_\_\_  
By: Tom Huxley  
Title: Vice Chair

\_\_\_\_\_  
By: Court Boice  
Title: Commissioner



BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order )  
Authorizing an Agreement )  
to Transfer Ownership of the )  
Brookings Airport from Curry )  
County to City of Brookings )

ORDER NO. \_\_\_\_\_

**WHEREAS**, the County is the owner and sponsor of the Brookings Airport located in Brookings, Oregon, transferred to the County from the State of Oregon in 1997; and

**WHEREAS**, negotiations between the County and the City of Brookings to sell the Brookings Airport has been underway for some time; and

**WHEREAS**, the County has determined that it is in the best interest of the County to transfer the ownership of the Brookings Airport and its federal obligations to the City of Brookings; and

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS** that it is authorized to enter into the Purchase and Transfer Agreement of the Brookings Airport with the City of Brookings.

**DATED** this 30<sup>th</sup> day of May, 2018.

**BOARD OF CURRY COUNTY COMMISSIONERS**

\_\_\_\_\_  
Sue Gold, Chair

Approved as to Form:

\_\_\_\_\_  
Thomas Huxley, Vice Chair

\_\_\_\_\_  
John Hutt  
Curry County Counsel

\_\_\_\_\_  
Court Boice, Commissioner



## MEMORANDUM

FROM John R. HuttI, Curry County Counsel / Head Start Grant Admin  
TO Curry County Board of Commissioners  
RE: Brookings Head Start Grant Status  
DATE: May 24, 2018

---

After inspecting and appraising the property in question, the Board declined exercise its option to terminate the County's obligations under our agreement with the State of Oregon Infrastructure Finance Authority (IFA/ BizOregon) regarding the Community Development Block Grant (CDBG) we received to complete the Brookings Head Start remodel project. We recently approved an amendment with CCD to extend its time to administer the grant through grant completion, as well as to change the County Project Manager to John HuttI.

The Agenda for May 30, 2018 has two action items under "Old Business" regarding the Brookings Head Start project. One is the contract with the substitute architect not to exceed \$80,000. The second is an agreement with ORCCA to pay any architect costs not covered by the grant. The architect services are needed before final county ownership and during the construction. The architect time-line is needed to obtain a contract amendment with IFA to extend our time to complete the project.

The next steps which are proceeding simultaneously are completing an environmental review and acquiring the property. We have a commitment from the property owner Southwestern Oregon Community College (SWOCC) to accept our Uniform Relocation Act (URA) offer. (Attached). After the environmental clearances, we will enter a purchase and sale agreement.

Anticipated near future will be a purchase and sale agreement with SWOCC, and an agreement with IFA to extend County performance time-lines and establish John HuttI as County contact.

After design construction drawings are final, we will competitively procure a construction contractor. Grant completion anticipated in August of 2019. A recent phone conference with IFA, CCD, ORCCA and County indicates favorable continued progress. We will have regular phone conferences every two weeks until there is consensus they are not necessary.

John R. HuttI  
Curry County Counsel



# SOUTHWESTERN

AN OREGON COMMUNITY COLLEGE

Reject Offer of \$370,000 for the property described below.

We, Southwestern Oregon Community College (SWOCC), would like to counter-offer \$350,000 (donating a portion of the appraised value offer) for the property described below.

We, Southwestern Oregon Community College (SWOCC), choose to donate all of the property described below.

420 Redwood Spur, Brookings, OR 97415 (formerly 420 Alder St.)

Property ID: R23815

Map Tax Lot: 4113-05CB-19700-00

.43 Acres

Lots numbered one (1), two (2) and three (3) of Block Twenty-nine (29), in the City of Brookings, Oregon, as shown by the certain map entitled Plat No. 1, Brookings, Curry County, Oregon, which was approved and filed December 1, 1920 DV: 1 Page: 5, Official Records of Town Plats, Curry County, Oregon, being a part of a tract of land conveyed to the United States of America by deed from Brookings Land and Townsite Company, recorded among the land records of Curry County on October 28, 1936 DV: 24 Pages: 100-101, Record of Deeds.

AND

427 Pine Street, Brookings, OR 97415

Property ID: R37041

Map Tax Lot: 4113-05CB-19901-00

.29 Acres

Willamette Meridian

Within T. 41 S., R 13 W., Sec. 5

Lots numbered thirteen (13) and fourteen (14) of Block Twenty-nine (29) of Plat No. 1 of the City of Brookings, Curry County, Oregon, which was approved and filed December 1, 1920, records of Curry County, Oregon, and as shown on the Survey recorded on October 23, 2006 in the Curry County Surveyor's Office as Survey #41-1534. Containing 0.30 acres, more or less.

I have been fully informed of my rights under the federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended. I understand that I cannot be required to convey the property to the County of Curry for less than its appraised fair market value.

Signatures of Property Owner:

David Bridgham, Board Chair

Patty Scott, President

Date: 5/21/18

State of Oregon ss.  
County of Coos

Signed or attested before me on the 21st of May, 2018 by David Bridgham & Patty Scott

D. Nicholls  
Notary Public – Oregon

My commission expires: 10/08/19

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:**

April Community Development Department Activity Report

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 05/30/2018 **DEPARTMENT:** Community Development

**TIME NEEDED:** 5 min

(<sup>a</sup>Submit 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:** Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 05/23/2018

**BRIEF BACKGROUND OR NOTE: (If no memo attached)**

**FILES ATTACHED:**

(1) Activity Report

**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: CONSENT**



**Community Development Department  
April 2018 Activity Building, Economic Development, Planning**

**Department Administration and funding**

- March revenue – \$27,647
- March 2018 activity report preparation
- Work with County Administrator and Portland State University for engagement of graduate student through the PSU fellowship program
- Continued work on budget for FY 2018.2019, meetings with Finance Director
- Work with County Administrator on job descriptions
- Interface with staff regarding Building division vehicle

**Economic Development**

- Continued follow-up with CCD regarding Curry County Enterprise zone, attended Port Orford Port Commission meeting
- Communication and preparation of information for the National Park Service for their assessment of viability of a County application for a no cost grant to work with Curry County in the preparation of a Floras Lake Forest Land master plan, preparation of staff report for BOC May 2, 2018 meeting
- Participation in SCDC Board meeting -SCDC work efforts for April 2018 (see attached)
- Meeting with Greg Wolf of AOC regarding the Oregon Coastal trail, sharing of County policies and information and general discussion.
- Attended Governors conference on Tourism in Bend, funded by Travel Southern Oregon Coast (TSOC)
- Communication with ORRCA, All Care, Georgia Knowlin and David Marshall regarding Curry County housing study
- Continued discussion with Travel Oregon to get Langlois on their website
- Participated in south coast tourism marketing collaboration meeting with other south coast agency representatives.

**Planning Division**

- Permit activity: 2 Final Plat reviews, 2 Land Use Compatibility Statements, 2 new address, and 13 Planning Clearance reviews, 1 final map review
- Administrative Permit processing, review of work by LCOG and communication with applicants on various projects
- Communication with ODF, Citizen Involvement Committee -wildfire hazards mapping and engagement in ODF pilot program.
- Review/ discussion with various agencies/individuals on recent state legislation regarding Accessory dwelling units.
- Prepared and presented information to Planning Commission at their April meeting.
- On-site meeting with County Counsel and Roadmaster regarding driveway access on Elk River Road
- Research regarding antiquated subdivision

**Building Division**

- Building Permits: 31 Permits issued      Building Inspections: 97 completed
- Certificates of Occupancy issued: Single family homes- 1, Commercial/Tavern in Port Orford - 1
- Phone calls and walk in visits - 400 served
- Work on the Curry Library expansion continues



Curry County Board of Commissioners and Administration  
RE: SCDC Monthly Report for Curry County for April 2018  
May 7<sup>th</sup>, 2018

Commissioners and Director Johnson:

We are saddened by the departure of Interim Administrator Hitt but looking forward to working with Mr. Schroeder when he officially starts. Sam Baugh was able to attend the Public Meet and Greet for the final two candidates and we believe Mr. Schroeder will be an asset to the area.

**Project Fire:** EcoNorthwest is in the process of working with SCDC and the City of Brookings to complete an in-depth assessment for the Chetco Bar Fire Economic Impact. There should be a preliminary report later this month.

**Opportunity Zones:** Thanks to the rapid response of those that sent in requests as a result Curry County was awarded one Opportunity Zone, LIC # 9501. This location encompasses most of Northern Curry County including the communities of Port Orford, Sixes, Plum Trees, Langlois, Denmark, Agness, and Marial. It also includes the Cape Blanco Airport and Floras Lake area. The Tax Cuts and Jobs Act of 2017 establishes a new federal tax incentive to encourage long-term investments in certain low-income communities newly designated as Opportunity Zones. Through Opportunity Funds, private investment within a designated Opportunity Zone may earn tax relief on both the capital gains invested in the funds and those generated through the investment by the fund. Funding of the Opportunity zone is still in the hands of the Federal and state governments, funds are not yet available, but because of the designation we are able to get the fund started.

**Regional Tourism:** SCDC is still representing Curry County in all the Regional Tourism Network meetings. As part of the CORE team we have identified and offered a position to Julie Miller, former Executive Director of the Bandon Chamber, to coordinate efforts for all the South Coast tourism entities.

**Enterprise Zones:** Shaun Gibbs attended the enterprise zone discussions specific to the Port Orford area and provided a packet outlining specific parcels to be designated enterprise zones within the Port of Port Orford taxing district. The Port of Port Orford voted in approval to create a conceptual agreement for the Curry County Enterprise Zone which should be finalized this month.

**Governor's Marketplace:** SCDC has been working with the Governor's Office to offer a Governor's Marketplace for government contracting and Business Resources. This event is being held on May 22<sup>nd</sup> at the Brookings SOCC campus. To register please follow this link. [https://2018gmp\\_swocc\\_currycounty.eventbrite.com](https://2018gmp_swocc_currycounty.eventbrite.com)

**Curry Housing discussion:** SCDC attended the discussion of the Curry County Housing Coalition to get a County Wide housing Study done by the same contractors that finished the Coos County study.

**Gold Beach Main street:** SCDC has met with and is going to start working with Charie and Lauri of the Gold Beach Main Street Organization.

**Project 2 Jacks:** SCDC is working with a brewery that would like to locate in Curry County. This is an expansion project, meaning they are currently in operation and just looking for an additional location and need help with funding.

**Project Can:** SCDC was brought up to speed on the Port of Port Orford redevelopment project and provided a letter of support for the project. We look forward to supporting this endeavor as it is a major opportunity for Port Orford and Curry County.

I hope this accounting of our time is sufficient for the records of Curry County. Please feel free to contact me if you have any questions or concerns.

A handwritten signature in black ink, appearing to read 'Sam Baugh', with a stylized flourish extending from the bottom right.

Samuel Baugh  
Executive Director | SCDC  
[#growsouthcoast](#)

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 11-21-2017

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

**PROPOSED AGENDA ITEM TITLE:** Surveyor's Report for April 2018

**TIMELY FILED** Yes  No

If No, justification to include with next BOC Meeting

**AGENDA DATE<sup>a</sup>:** 5/16/18 **DEPARTMENT:** County Surveyor **TIME NEEDED:** 15 Minutes

<sup>a</sup>(Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period))

**MEMO ATTACHED** Yes  No  If no memo, explain:

**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** May 2, 2018

**BRIEF BACKGROUND OR NOTE: (If no memo attached)**

**FILES ATTACHED:**

- (1)
- (2)
- (3)

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. Does Agenda Item impact County personnel resources? Yes  No   
(If Yes, brief detail)

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY ADMINISTRATOR REVIEW**

**APPROVED FOR \_\_\_\_\_ BOC MEETING**  **Not Approved for BOC Agenda because**

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

**ASSIGNED TO:**

**PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL**

**COMMISSIONERS' REQUEST TO ADD TO AGENDA:**

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



**CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT**  
**FOR APRIL 2018**

**County Surveyor & Department Specialist Activities:**

- a. It was another busy month with many public inquiries.
- b. We have to walk many people through accessing the information on the website. Generally, each of these calls takes between 10 and 20 minutes (depending on their computer savvy).
- c. We are still trying to move forward with a project for this spring to check the Public Land Survey System (PLSS) monuments on private land that may have been affected by the Chetco Bar Fire. We're hoping to find high school seniors or college people interested in forestry or engineering/surveying to fill two summer part-time positions.
- d. We are attaching a draft of a presentation to the Budget Committee for additional information.

**New Maps of Survey, Property Line Adjustments or Plats filed, scanned, copied and filed (all currently online):**

No Surveys were completed in the north part of Curry County.  
2 Plats and 1 Survey were completed near Gold Beach.  
1 Survey was completed near Brookings.

**Deposits for March:** = \$1,716.00

Reily Smith worked 32 hours in April.  
Barbara Colton worked 72.5 hours in April.

Respectfully submitted,

Reily Smith, County Surveyor  
Barbara Colton, Department Specialist