



# **CURRY COUNTY BOARD OF COMMISSIONERS**

## **GENERAL MEETING**

Wednesday, March 1, 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)

### **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.*

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

#### **2. AGENDA AMENDMENTS**

#### **3. APPROVAL OF AGENDA**

#### **4. ANNOUNCEMENTS**

Deadline for submission of applications to the South County position of the Budget Committee is next Wednesday, March 8, 2017 by 5 p.m.

#### **5. PUBLIC COMMENTS**

- A. Curry Transfer & Recycling Presentation by Luke Pyke
- B. Policies and Procedures by Catherine Wiley
- C. Food Bank Systems Presentation by Mary Boshart

#### **6. CONSENT CALENDAR**

- A. Border Coast Regional Airport Authority Board Appointment of Commissioner Huxley - BOC
- B. CCD Board Appointment of Bret Curtis - BOC
- C. Planning Commission Appointments of J. Brazil, D. St. Marie and W. Fitzgerald - Comm Dev
- D. Memorandum of Understanding between District Attorney and Oasis Shelter - DA
- E. Curry County/CCH Fifth Amendment to Transfer Agreement - Counsel

#### **7. ADMINISTRATIVE ACTIONS/APPOINTMENTS**

- A. Lane County Access to Tyler TSG Data for GIS - Counsel (10 min)
- B. SCDC Inventory and Evaluation of County Office Space - Comm Dev (15 min)
- C. Termination Consideration of Assistant County Counsel Contract - Counsel (10 min)
- D. Resolution Setting a Hearing for Harbor Sanitary District Annexation for FedEx - Counsel (15 min)
- E. Administrative Assistant Position in Juvenile - Juvenile (5 min)

#### **8. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS**

#### **9. NEW BUSINESS**

#### **10. OLD BUSINESS**

***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.***

**11. PRESENTATIONS TO THE BOARD**

**12. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS**

**13. EXECUTIVE SESSION**

**14. ADJOURN**

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** CTR Recycling Report

**AGENDA DATE<sup>a</sup>:** 1/15/17 **DEPARTMENT:** BOC **TIME NEEDED:** 15 min  
<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Sue Gold **PHONE/EXT:** 3260 **TODAY'S DATE:** 2/3/17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This will be the DEQ annual recycling report  
<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** **SUBMISSION TYPE:** Discussion/Decision

- (1)Powerpoint
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:  
Address:  
City/State/Zip:  
Phone:  
Email:

Due date to send:        /        /

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Presentations

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

- Commissioner Thomas Huxley Yes  No
- Commissioner Sue Gold Yes  No
- Commissioner Court Boice Yes  No
- Not applicable to Sheriff's Department since they do not have a liaison



**CURRY TRANSFER & RECYCLING**

# Recycle Collection



<b>Curbside Recycle Collection Available to:</b>	<b>Population Base</b>
All City Limits in Curry County	9,722
All Urban Growth Areas	6,000
Nesika Beach	450
<b>Recycle Depots at All Transfer-Sites</b>	22,364 Curry County population
<b>Commercial Recycling</b> (Cardboard, Commingle, Paper)	Available to all businesses within the City Limits and Urban Growth boundaries

# Total MSW & Recycle Tons Reported



	2015	2014	2010	2005
<b>Total Landfill Tons- Dry Creek</b>	17,103	15,709	16,794	22,189
<i>(2016- 19,032)</i>		fewest tons		peaked
CTR Recycle Tons <i>(2016- 3,125)</i>	2,890	3,028	2,750	2,426
Other County Tons	2,537	2,724	1,599	1,566
<b>Total Recycle Material Reported</b>	<b>5,427</b>	<b>5,752</b>	<b>4,349</b>	<b>3,992</b>
<b>Total Tons Reported</b>	<b>22,530</b>	<b>21,461</b>	<b>21,143</b>	<b>26,181</b>
<b>Percentage Recovered From Landfill</b>	<b>24.1%</b>	<b>27%</b>	<b>20.6%</b>	<b>15%</b>
<b>County Goal 30%</b>				

# Collection



- **CTR- Seven residential and business office paper/commingle routes**
- **CTR- Commercial route- cardboard and commingle dumpsters**
- **CTR- Roll-off collection- compactors**
- **CTR- Tires, Metal, E-Waste, Motor Oil, Batteries**
- **Ray's & Bi-Mart Cardboard –backhaul their own**
- **Bottle and Aluminum Cans at Grocery Markets**
- **Local Business: Motor oil, Grease, Tires, Metal, Batteries**

# What May Not be Captured



- **Metal from Metal Scrappers 1,000+ tons**
- **Recycling taken out of the County**
- **Grease collected by rendering companies**



# 2017 Changes



## Potential Impact

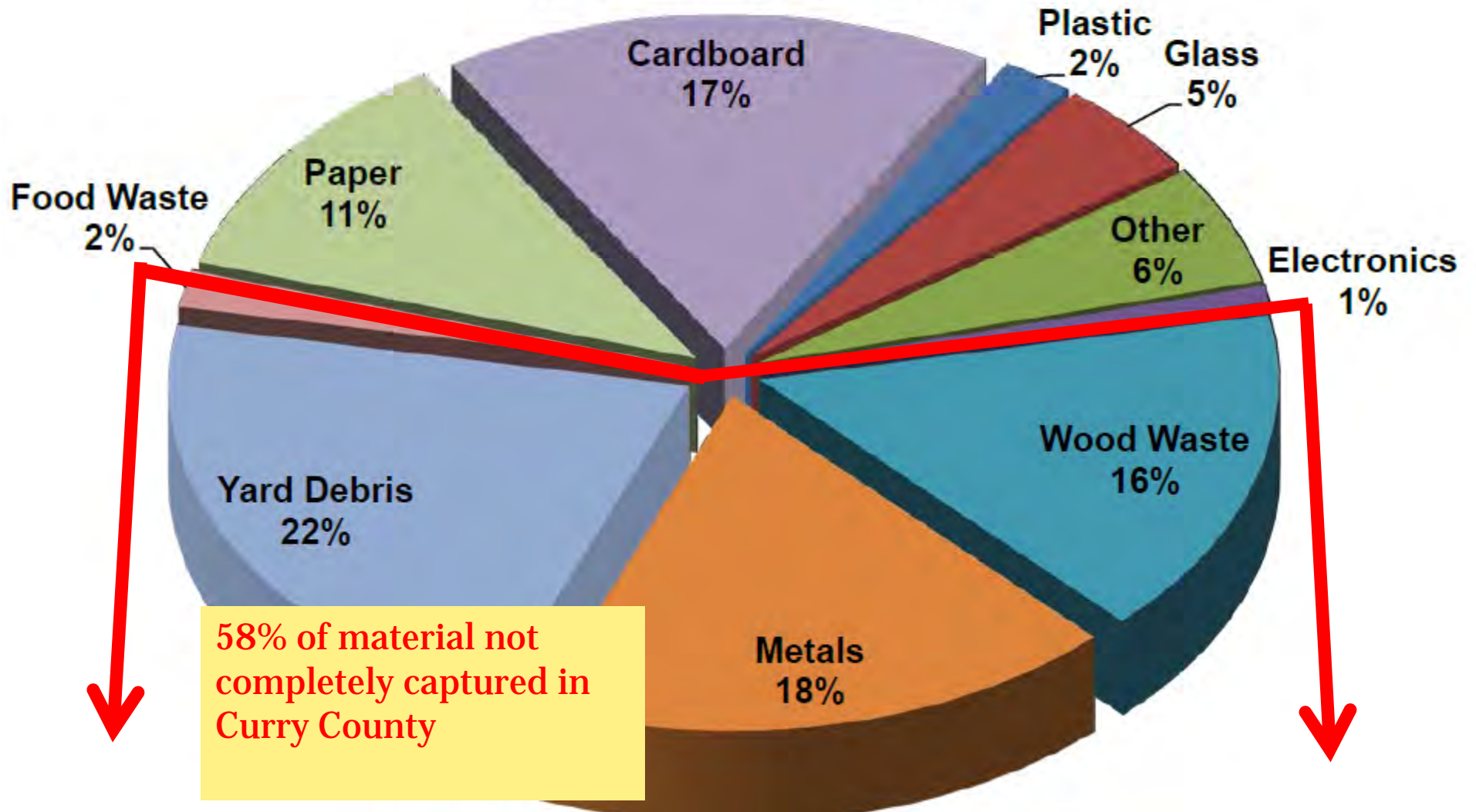
- Fred Meyers hauling their own cardboard
- Ray's, Brookings- loss of cardboard
- Del Norte- changes in recycling programs
- CTR will propose roll-cart recycling late 2017 or 2018
- Yard waste disposal
- Education- City of Brookings Website/ CTR website



# **Rural County Challenges**

The chart below shows major categories of materials recovered in 2015 and the percentage of total recovery (by weight) for each category. Specific materials included in these categories are listed on page 7.

## Materials Recovered in 2015 (percent by weight)



Waste Shed	2015 Tons Recovered	Pounds Per Capita	Population	Miles to Mkt
Wheeler	80	110	1,445	85
Lake	837	209	8,010	303
Grant	1,039	280	7,430	276
Sherman	252	281	1,790	122
Harney	1,079	296	7,295	312
Wallowa	1,121	316	7,100	348
Jefferson	3,978	354	22,445	63
Coos	12,444	395	62,990	239
Crook	4,378	415	21,085	195
Malheur	6,718	427	31,480	407
Klamath	15,294	456	67,110	275
Columbia	11,771	467	50,390	53
<b>Curry</b>	<b>5427</b>	<b>483</b>	<b>22,470</b>	<b>343</b>
Union	6,735	506	26,625	274
Baker	4,208	512	16,425	303
Wasco	6,853	520	26,370	97
Douglas	32,530	592	109,910	193
Hood River	7,771	641	24,245	63
Milton-Freewater	2,841	718	7,916	238
Tillamock	9,330	726	25,690	72
Morrow	4,445	764	11,630	186
Josephine	32,730	782	83,720	253
Benton	33,309	805	82,738	99
Lincoln	19,465	824	47,225	130
Umatilla	29,786	836	71,250	181
Yamhill	44,969	861	104,478	40
Polk	35,051	902	77,722	71
Jackson	97,393	923	210,975	279
Linn	59,453	927	128,321	31
Deschutes	83,381	977	170,740	181
Gilliam	1,067	1080	1,975	157
Clatsop	20,995	1112	367,750	78
Lane	242,755	1341	362,150	135
Marion	239,926	1456	329,576	64
Metro	1,304,438	1495	1,745,385	0

Oregon County Recovery  
Tons

Sorted by Pounds Per Capita

Yellow Highlights represent  
rural counties off I-5 corridor  
or major Hwys.

# Transporting Material To Processors

- Longview, WA
- Portland
- Clackamas
- Toledo
- Medford





Mat'l Recovery Facility



05/16/2012 11:18



05/16/2012 16:08





# Community Outreach



- Tours
- Presentations
- Website- [currytransferrecycling.com](http://currytransferrecycling.com)
- Bill messaging
- News articles
- Radio
- Home Show
- County Fair
- City and Chamber website links



They can teach us a thing or two about Reduce, Reuse, and Recycle!

# CLASS OF 2028

[www.currytransferrecycling.com](http://www.currytransferrecycling.com)



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Critical Need for Policies and Procedures

**AGENDA DATE<sup>a</sup>:** 3/1/2017 **DEPARTMENT:** Comm **TIME NEEDED:** 15 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Comm Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 2/22/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Presentation by Catherine Wiley: Critical Need for Policies and Procedures - 3 page Overview and six attachments.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Letter

- (1) Presentation (C. Wiley) - Critical Need for Policies & Procedures BOC Meeting Mar 1, 2017
- (2) A - Smith Travel Expense History Oct 19, 2016
- (3) B - Email 2-12-2017 Curry County BOC Meeting Agenda 2-15-17
- (4) C - Email String - Curry County BOC Meeting Agenda 2-15-17
- (5) D - Email String - Curry County BOC Meeting Agenda 2-15-17
- (6) E - Email String - County Volunteer Agreement 'b' Boice 2-15 to 17-2017
- (7) F - Email String - Confidentiality-Volunteer Agreement Questions 2-18 to 20-2017

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

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(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

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Other

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Email:

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Comment:
- 2. Confirmed Submitting Department's personnel-related materials        Yes  No  N/A   
Comment:
- 3. If job description, Salary Committee reviewed:        Yes  No  N/A
- 4. If hire order requires an UA, is it approved?        Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Presentations

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

(If Yes, brief detail)

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley        Yes  No

Commissioner Sue Gold	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Commissioner Court Boice	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Not applicable to Sheriff's Department since they do not have a liaison <input type="checkbox"/>				

Curry County Board of Commissioners Meeting March 1, 2017

To: The Curry County Board of Commissioners

From: Catherine Wiley

Re: Critical Need for Policies and Procedures

On 2/12/17 I submitted a request that my concerns about a specific agenda item on the 2/15/17 BOC meeting be addressed, prior to approval. My intent was that all Commissioners receive my request in a timely manner, which would allow consideration prior to the meeting. My concerns were read by Commissioner Gold at the meeting, per my request, since my submission was not in time to be included in the BOC packet. It is apparent that the issues raised, which impact Curry County citizens were not addressed. Instead, my documented concerns elicited a stream of emails deflecting my requests; justifying/rationalizing "business as usual"; personal denouncements, misrepresentations; and, questionable inclusions in official communications.

All email communications are included as attachments, and presented in chronological order.

I received Commissioner Boice's email dated 2/14/17, copied to his wife, Britt, and read by him into the 2/15/17 BOC meeting record. However, it was not sent to me until 2/15/17 at 9:46a.m. . Obviously this did not allow time to address his "offering" prior to, or during the meeting.

I responded to Mr. Boice that same morning. Instead of addressing my request, which was to implement policies and procedures for reimbursement of travel and utilization of county vehicles I was accused of showing "prejudice" and making "unfortunate assumptions". (Insert/read 2/15/17 email response to Commissioner Boice)

Despite the documentation, despite the clarifications, despite the fact that Commissioner Boice's false claim during his campaign initiated this concern, his email 2/15/17 states, "I do appreciate your willingness to communicate-a good thing-" (how VERY condescending).

"I will spend some time in the next few days to get back with a response and answers to your questions. (hopefully b4 end of week.)"

"I can offer that my wife Britt is a wonderful and committed volunteer who does all of my scheduling and of course is my legitimate chief counsel... I cc her on (almost) everything and have been advised by legal counsel that as she has signed *a Curry*

*Confidentiality Statement* (of course protect the county) I am fully allowed to include her." More later and thanks again."

There is no "Curry Confidentiality Statement". In fact, the county form is the *Curry County Volunteer Agreement*. This "agreement" requires an address, volunteer assignment, Department Head approval, a background and/or reference check and interview. None of which exists for Commissioner Boice's wife. Nor is there any documentation regarding acknowledgement of, or agreement to comply with, Oregon's conflict of interest laws.

In the interim, an email from Britt Boice (2/15/17 10:19p.m.), intended for her husband, was erroneously sent to me:

"Dear Court,

Can any public citizen DEMAND to know why you choose to put me on your official correspondence? Please do not answer until I can speak with you-and share what my counsel offered.

Obviously, and I do mean obviously, Sue Gold put her up to that comment and Sue (and perhaps Tom) do not like it." Further, her recommendation is that I deserve "only one thing – To Be Ignored." (The complete email is attached)

I responded to Commissioner Boice on 1/16/17, and copied those he copied; Britt Boice and County Counsel Huttli: (Insert/read email)

Commissioner Boice has not responded to either email, as of 2/22/17.

All this to say, it is absolutely unacceptable that genuine concerns and documented input from any taxpayer in Curry County is dealt with such assumptions, rash judgements and unjustifiable accusations. Further, the undercurrents of hostility, suspicion and potentially liable statements towards other elected officials are absolutely unacceptable and totally counterproductive to respectful and cooperative efforts. We need to be resolving issues, including unnecessary financial expenditures, and biased opinions impacting the very survival of our county.

I propose that any public official who dismisses constructive recommendations from the citizens they are elected to represent; and/or exhibits bias against those who advocate for our unique and fragile environment and its essential economic benefits, should recuse her/himself from representing Curry County.

As far as promulgating qualifications/credentials based on genetics: my grandfather was first generation born in this country from Ireland; founded the Curb Exchange of stocks and bonds in New York. I would be the first to acknowledge that does not qualify me to



run the American Stock Exchange. However, I am sincerely grateful that he did instill the fact that all we can truly control, ourselves, is our own integrity.

My hope is that those who have been elected to represent us, advocate for us, and listen to our views, do so with integrity, rather than false pretexts and self-interests.

I reiterate my requests presented 2/14/17.


Thank you for your consideration.

Curry County Board of Commissioners

Meeting - October 19, 2016

To: Curry County BOC

From: Catherine Wiley



Re: Constructively Working for Constituents

Obviously, this is an election year. And, it's as ugly as anyone has experienced. Unfortunately, we are seeing some of the same tactics right here in Curry County, and it seems to be increasingly pervasive.

The hubris, undocumented criticisms, rudeness, and orchestrated personal attacks didn't start this year. Anyone who has been involved in our local governmental processes, or even viewed the videos of the Commissioners' meetings, will see the change from common courtesy and respect to self-interest and incivility. It seemed to start on our Commissioners' dais, right here, and carried into our communities since 2013. Just look at the BOC meeting videos!

These attitudes and behaviors are also being evidenced in the candidate forums.

There are candidates for Commissioner Positions who have taken it upon themselves to criticize and attack others, as well as make unsubstantiated claims.

One such claim was that an "investigation" was/had been implemented regarding Mr. Brock Smith's travel expenditures. Since the public accusation had been made, I decided to "fact check". Nope, no investigation. So I decided to take a look myself.

While I don't have the funds or electronic expertise to put together a power point presentation, as Mr. Brock Smith has done, I have compiled a summary of his reported and reimbursed credit card travel expenses.

From February, 2013 through June, 2016 public funds have been expended for:

**Travel (NOT including county car/mileage costs) – \$4,410.38**

**Hotels/ Motels/ Casinos – \$5,014.91**

**Meals – \$3,550.59**

**Other – \$451.38 (including "blinds", electronics, car washes, etc.)**

**Total Amount – \$13,427.26**

**Amount paid from the Road Department - \$3,079.27**

**Total days out of county – 208 (essentially, one full county work year)**

The County Organizational Chart clearly indicates that we, the citizens of Curry County, are at the "top of the chart". We have had no say, no decision making and received no reports regarding such expenditures. In fact, many expenditures, including traveling to meetings of the Association of Oregon Counties, could have been "attended" via electronic participation.

Where are the specific, documented outcomes benefiting our own communities and county? Whose best interests are *actually* being served? Or, are the taxpayers of Curry County mere stepping stones to higher office and/or salaries, benefits and personal empowerment?

If the Curry County Organizational Chart is not representative, or functional, perhaps another picture needs to be exposed.

DAVID BROCK SMITH - Breakdown by Purpose

Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
7/1/2016	H	06/14/16	Red Lion Hotel Pendleton OR	\$197.02	2	
7/1/2016	H	06/03/16	Seven Feathers Hotel Canyonville OR	\$99.68	2	
5/2/2013	H	4/19/2016	Best Western Plus Mill Cr Salem OR	\$84.70		
5/2/2016	H	04/14/16	Shilo Inn Newport OR	\$108.29	1	
3/2/2016	H	02/11/16	Surfsand Resort Cannon Beach OR	\$107.91	1	
1/1/2016	H	12/17/2015	Seven Feathers Sports Canyonville OR	\$24.25	1	
1/1/2016	H	12/11/2015	Valley River Inn Eugene OR	\$117.13	1	
12/2/2015	H	11/20/2015	Hilton Eugene OR 11/16-11/20	\$487.52		
11/2/2015	H	10/3/2015	Hilton Hotels Salt Lake City UT	\$403.10		
9/2/2015	H	8/28/2015	Spirit Mountain Lodge Grand Ronde OR	\$207.00	4	
9/2/2015	H	8/10/2015	Riverhouse Hotel and Casino Bend OR	\$494.22	3	
10/3/2014	H	9/5/2014	Western Motel & RV Park Junction City OR	\$87.20	1	
9/2/2014	H	8/22/2014	Baymont Inn & Suites Redding CA	\$99.68	1	
9/2/2014	H	8/21/2014	Three Rivers Hotel Florence OR	\$213.40	2	
9/2/2014	H	8/10/2014	Best Western Plus Mill Cr Salem OR	\$91.30	1	
8/1/2014	H	7/22/2014	Best Western Pendleton OR	\$91.97	1	
7/2/2014	H	6/10/2014	Best Western Hood River OR	\$180.94	2	
4/2/2014	H	3/9/2014	Best Western Plus Mill Cr Salem OR	\$91.30	1	
12/2/2013	H	11/21/2013	Hilton Eugene OR	\$415.48	1	
12/2/2013	H	11/21/2013	Hilton Eugene OR	\$2.00		
11/1/2013	H	10/13/2013	Best Western Plus Mill Cr Salem OR	\$91.30		
11/1/2013	H	10/3/2013	Best Western Plus Mill Cr Salem OR	\$91.30		
10/2/2013	H	9/20/2013	Best Western Plus Mill Cr Salem OR	\$254.10	1	
9/2/2013	H	8/21/2013	Chinook Winds Hotal Lincoln City OR	\$222.76	3	
9/2/2013	H	8/14/2013	Spirit Mountain Lodge Grand Ronde OR	\$149.04	2	
7/2/2013	H	6/27/2013	Best Western Plus Mill Cr Salem OR	\$84.70		
7/2/2013	H	6/22/2013	Best Western Dallas OR	\$94.03		
7/2/2013	H	6/2/2013	Best Western Plus Mill Cr Salem OR	\$84.70		
6/2/2013	H	5/18/2013	Best Western Plus Mill Cr Salem OR	\$169.40	2	
5/2/2013	H	4/7/2013	Best Western Plus Mill Cr Salem OR	\$84.79		
3/1/2013	H	2/24/2013	Best Western Plus Mill Cr Salem OR	\$84.70	1	
			<b>Total Hotels, Motels, Casinos</b>			<b>\$5,014.91</b>
11/2/2015	M	10/8/2016	New China Sun Buffet Springfield OR	\$15.49		
7/1/2016	M	06/29/16	Coos Bay - SBEC and ECO Conf		2	
7/1/2016	M	06/28/16	Momiji Japanese Restaurant North Bend OR	\$15.98	1	
7/1/2016	M	06/24/16	Old Chicago Beaverton OR	\$12.99	1	
7/1/2016	M	06/24/16	New China Sun Buffet Springfield OR	\$14.99		
7/1/2016	M	06/23/16	Burger King Salem OR	\$9.98	1	
7/1/2016	M	06/22/16	Aztilan Mexican Restaurant Reedsport OR	\$15.45	1	
7/1/2016	M	06/15/16	New China Sun Buffet Springfield OR	\$15.00	1	

Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
7/1/2016	M	06/10/16	Old Chicago Beaverton OR	\$12.99	1	
7/2/2015	M	6/5/2016	Momiji Japanese Restaurant North Bend OR	\$19.45	1	
7/1/2016	M	06/03/16	Seven Feathers Buffet Canyonville OR	\$32.99		
6/2/2016	M	05/26/16	Asian Garden Bandon OR	\$8.45	1	
6/2/2016	M	05/25/16	Abby's Pizza Coos Bay OR	\$30.75	1	
6/2/2016	M	05/24/16	Old Chicago Beaverton OR	\$23.98	1	
6/2/2016	M	05/24/16	Café at the Capitol Salem OR	\$10.00		
6/2/2016	M	05/23/16	Carls Jr.-Salem	\$10.98	1	
5/2/2016	M	04/16/16	Applebees Roseburg OR	\$27.77	1	
5/2/2016	M	04/14/16	Bier One Newport OR	\$13.00		
5/2/2016	M	04/14/16	Grand Centrol Pizza Waldport OR	\$16.35		
5/2/2016	M	04/13/16	Mazatlan Mexican Restaurant Newport OR	\$13.50	1	
5/2/2016	M	04/05/16	Best Western at Agate Newport OR	\$15.75	1	
4/1/2016	M	03/25/16	New China Sun Buffet Springfield OR	\$10.49	1	
4/1/2016	M	03/24/16	Burger King Cottage Grove OR	\$8.98	1	
4/1/2016	M	03/14/16	Sizzler Restaurant 250 North Bend OR	\$13.99	1	
4/1/2016	M	03/08/16	Ram Restaurant Salem OR	\$64.63	1	
4/1/2016	M	03/03/16	New China Sun Buffet Springfield OR	\$16.98	1	
4/1/2016	M	03/02/16	73 Newport Bay Salem OR	\$31.98	1	
3/2/2016	M	02/26/16	Café at the Capitol Salem OR	\$14.50	1	
3/2/2016	M	02/25/16	Super Oscars Mexican Newport OR	\$19.99	1	
3/2/2016	M	02/19/16	Asian Garden Bandon OR	\$8.95	1	
3/2/2016	M	02/16/16	New China Sun Buffet Springfield OR	\$16.98	1	
3/2/2016	M	02/03/16	New China Sun Buffet Springfield OR	\$15.49	1	
3/2/2016	M	02/02/16	Adams Rib Smokehouse Salem OR	\$14.32	1	
3/2/2016	M	02/02/16	Old Chicago Beaverton OR	\$16.78		
2/2/2016	M	01/26/16	Kozy Kitchen Myrtle Point OR	\$15.70	1	
2/2/2016	M	01/25/16	A&W Myrtle Point OR	\$7.94	1	
2/2/2016	M	01/22/16	Pig N Pancake Newport OR	\$16.20	1	
2/2/2016	M	01/22/16	Mariachi LLC Florence OR	\$17.00		
2/2/2016	M	01/13/16	Café at the Capitol Salem OR	\$12.00	4	
2/2/2016	M	01/11/16	Old Chicago Beaverton OR	\$18.78	1	
2/2/2016	M	01/08/16	New China Sun Buffet Springfield OR	\$10.49	2	
1/1/2016	M	12/29/2015	Asian Garden Bandon OR	\$8.95	1	
1/1/2016	M	12/16/2015	Withams Truck Stop & R Medford OR	\$28.26	1	
1/1/2016	M	12/15/2015	New China Sun Buffet Springfield OR	\$15.49	1	
1/1/2016	M	12/14/2015	Star Park Portland OR	\$12.00	1	
1/1/2016	M	12/13/2015	Old Chicago Beaverton OR	\$27.09	1	
1/1/2016	M	12/11/2015	VRI F&B Eugene OR	\$17.75	1	
1/1/2016	M	12/11/2015	Ma's Garden Restaurant Coos Bay OR	\$13.50		
1/1/2016	M	12/10/2015	VRI F&B Eugene OR	\$40.00	1	

Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
1/1/2016	M	12/8/2015	Port Hole Café Gold Beach OR	\$39.00		
1/1/2016	M	12/3/2015	Fat Dog Pizza Tillamook OR	\$11.00	1	
1/1/2016	M	12/2/2015	Momiji Japanese Restaurant North Bend	\$18.90	1	
1/1/2016	M	12/2/2015	Sizzler Restaurant North Bend	\$11.98		
12/2/2015	M	12/1/2015	New China Sun Buffet Springfield OR	\$11.98		
12/2/2015	M	11/20/2015	Sol de Mexico Mex Reedsport OR	\$15.45		
12/2/2015	M	11/16/2015	Table 5 08 Salem OR	\$35.00	4	
12/2/2015	M	11/16/2015	Rye Eugene OR	\$60.00		
12/2/2015	M	11/12/2015	Café at the Capital Salem OR	\$12.50		
12/2/2015	M	11/10/2015	New China Sun Buffet Springfield OR	\$14.99	3	
11/2/2015	M	10/30/2015	Agates Food and Bar Port Orford OR	\$33.00	1	
11/2/2015	M	10/27/2015	Lupitas Mexican Restaurant Coos Bay OR	\$10.50	1	
11/2/2015	M	10/27/2015	Taprock Northwest Grill Grants Pass OR	\$22.07		
11/2/2015	M	10/24/2015	Loves Travel Roseburg OR	\$10.38	1	
11/2/2015	M	10/24/2015	Momiji Japanese Restaurant North Bend OR	\$12.45		
11/2/2015	M	10/13/2015	Momiji Japanese Restaurant North Bend OR	\$19.45	1	
11/2/2015	M	10/8/2015	Underground Sport Bar Aloha OR	\$18.50	2	
11/2/2015	M	10/7/2015	Momiji Japanese Restaurant North Bend OR	\$19.95	1	
11/2/2015	M	10/7/2015	Café Yummi Wilsonville OR	\$15.25		
11/2/2015	M	10/4/2015	Maxwells Pub & Grill Beaverton OR	\$16.45	1	
11/2/2015	M	10/4/2015	Front Row Bar & Grill Hillsboro OR	\$21.46		
11/2/2015	M	10/3/2015	McDonalds Salt Lake City UT	\$8.25	1	
11/2/2015	M	10/2/2015	Squatters Downtown Salt Lake City UT	\$37.73	1	
11/2/2015	M	10/1/2015	Beaches Restaurant Portland OR	\$11.50		
11/2/2015	M	10/1/2015	Legends Sports Pub Salt Lake City UT	\$18.90	1	
10/2/2015	M	9/28/2015	Pig N Pancake Newport OR	\$16.85	1	
10/2/2015	M	9/21/2015	Rodeo Steakhouse Coos Bay OR	\$48.00	1	
10/2/2015	M	9/8/2015	Asian Garden Bandon OR	\$8.95	1	
9/2/2015	M	8/29/2015	Dominos Coos Bay OR	\$12.24		
9/2/2015	M	8/28/2015	McDonalds Newport OR	\$3.78		
9/2/2015	M	8/27/2015	Mountain View Sports Bar Grand Ronde OR	\$34.85		
9/2/2015	M	8/25/2015	1285 Restobar Florence OR	\$49.00		
9/2/2015	M	8/19/2015	Dominos Coos Bay OR	\$10.99	1	
9/2/2015	M	8/13/2015	Momiji Japanese Restaurant North Bend OR	\$19.45	1	
9/2/2015	M	8/12/2015	Brewers Union Local 180 Oakridge OR	\$14.00	1	
8/2/2015	M	7/26/2015	Momiji Japanese Restaurant North Bend OR	\$14.95	1	
8/2/2015	M	7/17/2015	Momiji Japanese Restaurant North Bend OR	\$13.45	1	
8/2/2015	M	7/10/2015	Seven Feathers Sports Bar Canyonville OR	\$20.25	1	
8/2/2015	M	7/2/2015	Momiji Japanese Restaurant North Bend OR	\$19.45	1	
8/2/2015	M	7/1/2015	Café at the Capital Salem OR	\$11.00	1	
7/2/2015	M	6/30/2015	Jack in the Box Salem OR	\$8.17	1	

Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
7/2/2015	M	6/19/2015	Wild River Brewing & P Cave Junction OR	\$18.50	1	
7/2/2015	M	6/18/2015	Bella Union Restaurant Jacksonville OR	\$20.00	2	
7/2/2015	M	6/16/2015	Asian Garden Bandon OR	\$6.95	1	
7/2/2015	M	6/12/2015	Muchas Gracias Winston OR	\$12.58	1	
7/2/2015	M	6/9/2015	Adam's Rib Smokehouse Salem OR	\$12.20	3	
7/2/2015	M	6/9/2015	OC-Hillsboro Beaverton OR	\$22.78		
7/2/2015	M	6/5/2015	Applebees Roseburg OR	\$32.36		
7/2/2015	M	6/3/2015	Elmer's Restaurant Roseburg OR	\$17.98	2	
6/2/2015	M	5/28/2015	The Mill Casino North Bend OR	\$21.99	1	
6/2/2015	M	5/7/2015	Asian Garden Bandon OR	\$22.65	2	
6/2/2015	M	5/6/2015	New China Sun Buffet Springfield OR	\$15.49	2	
5/2/2015	M	4/28/2015	La Pinata Drain OR	\$15.78	1	
5/2/2015	M	4/21/2015	Momiji Japanese Restaurant North Bend OR	\$19.45	1	
5/2/2015	M	4/20/2015	Café at the Capital Salem OR	\$12.50	1	
5/2/2015	M	4/14/2015	Momiji Japanese Restaurant North Bend OR	\$21.90	1	
5/2/2015	M	4/10/2015	Momiji Japanese Restaurant North Bend OR	\$22.90	1	
4/2/2015	M	3/9/2015	Sumins Restaurant Coos Bay OR	19.95	1	
4/2/2015	M	3/5/2015	Aztlan Mexican Restaurant Reedsport OR	11.95	1	
3/2/2015	M	2/26/2015	Lees WOK Newport OR	\$10.75	1	
3/2/2015	M	2/26/2015	Burger King Coos Bay OR	\$8.79		
3/2/2015	M	2/25/2015	Café at the Capital Salem OR	\$12.75	1	
3/2/2015	M	2/24/2015	OC-Hillsboro Beaverton OR	\$17.45	1	
3/2/2015	M	2/23/2015	OC-Hillsboro Beaverton OR	\$19.67	1	
3/2/2015	M	2/18/2015	New China Sun Buffet Springfield OR	\$15.49	1	
3/2/2015	M	2/18/2015	The Brick Salem OR	\$23.65		
3/2/2015	M	2/9/2015	New China Sun Buffet Springfield OR	\$16.98	1	
2/2/2015	M	1/23/2015	Kum Yon Restaurant Coos Bay OR	\$22.95	1	
2/2/2015	M	1/12/2015	Muchas Gracias Mission Salem OR	\$14.42	1	
2/2/2015	M	1/10/2015	Momiji Japanese Restaurant North Bend OR	\$17.95	1	
2/2/2015	M	1/9/2015	Café at the Capital Salem OR	\$9.29	1	
2/2/2015	M	1/8/2015	New China Sun Buffet Springfield OR	\$10.49	1	
10/13/2014	M	9/23/2014	New China Sun Buffet Springfield OR	\$15.49	1	
10/10/2014	M	9/22/2014	OC-Hillsboro Beaverton OR	\$24.00	1	
10/11/2014	M	9/22/2014	PP OWET Portland OR	\$15.00		
10/12/2014	M	9/22/2014	OC-Hillsboro Beaverton OR	\$24.00		
10/8/2014	M	9/16/2014	Dairy Queen Reedsport OR	\$8.18	1	
10/9/2014	M	9/16/2014	McDonalds Springfield OR	\$1.00		
10/6/2014	M	9/15/2014	Café at the Capital Salem OR	\$9.04	1	
10/5/2014	M	9/8/2014	Asian Garden Bandon OR	\$29.50	1	
10/4/2014	M	9/7/2014	The Olive Garden Eugene OR	\$37.25	1	
10/2/2014	M	9/4/2014	Asian Garden Bandon OR	\$11.95	1	

Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
9/2/2014	M	8/29/2014	New China Sun Buffet Springfield OR	\$15.49	1	
9/2/2014	M	8/29/2014	Peppers Mexican Grill Hillsboro OR	\$14.99		
9/2/2014	M	8/28/2014	OC-Hillsboro Beaverton OR	\$24.00	1	
9/2/2014	M	8/28/2014	Denny's Woodburn OR	\$21.07		
9/2/2014	M	8/22/2014	The Zone Sports Grill Medford OR	\$14.00		
9/2/2014	M	8/21/2014	Seven Feathers Sports Bar Canyonville OR	\$18.00		
9/2/2014	M	8/20/2014	Waterfront Depot Restaurant Florence OR	\$34.00		
9/2/2014	M	8/19/2014	Three Rivers Casino Florence OR	\$14.99		
9/2/2014	M	8/11/2014	McDonalds Springfield OR	\$8.70	1	
9/2/2014	M	8/10/2014	New China Sun Buffet Springfield OR	\$16.98		
8/1/2014	M	7/24/2014	Burgerville USA The Dalles OR	\$10.89	1	
8/1/2014	M	7/24/2014	OC-Hillsboro Beaverton OR	\$26.00		
8/1/2014	M	7/22/2014	Sharis of Pendleton Pendleton OR	\$14.29		
8/1/2014	M	7/21/2014	New China Sun Buffet Springfield OR	\$10.49	1	
8/1/2014	M	7/10/2014	Kum Yon Restaurant Coos Bay OR	\$14.95	1	
7/2/2014	M	6/30/2014	Port Hole Café Gold Beach OR	\$130.00		
7/2/2014	M	6/10/2014	McDonalds Hood River OR	\$1.00		
7/2/2014	M	6/10/2014	73 Newport Bay Salem OR	\$15.98		
7/2/2014	M	6/8/2014	Taco Bell Cottage Grove OR	\$14.76	1	
6/2/2014	M	5/29/2014	Asian Garden Bandon OR	\$6.60	1	
4/2/2014	M	3/18/2014	Seven Feathers Buffet Canyonville OR	\$11.99		
4/2/2014	M	3/17/2014	A&W Myrtle Point OR	\$12.57	1	
4/2/2014	M	3/13/2014	Dragon Palace Brookings OR	\$13.00	1	
4/2/2014	M	3/11/2014	Kum Yon Restaurant Coos Bay OR	\$20.45	1	
4/2/2014	M	3/10/2014	Momiji Japanese Restaurant North Bend OR	\$21.95	1	
4/2/2014	M	3/7/2014	Taco Bell North Bend OR	\$7.97	1	
2/2/2014	M	1/13/2014	Little Caesars North Bend OR	\$8.00		
1/2/2014	M	12/9/2013	OC-Hillsboro Beaverton OR	\$17.90	1	
1/2/2014	M	12/9/2013	New China Sun Buffet Springfield OR	\$27.48		
1/2/2014	M	12/9/2013	Denny's Portland OR	\$15.63		
12/2/2013	M	11/20/2013	Ambrosia Restaurant Eugene OR	\$31.55	1	
12/2/2013	M	11/18/2013	6th Street Grill Eugene OR	\$14.95	1	
12/2/2013	M	11/17/2013	New China Sun Buffet Springfield OR	\$14.99	1	
12/2/2013	M	10/31/2013	McKay's Market Gold Beach OR	\$5.69		
11/1/2013	M	10/14/2013	Taco Bell Coos Bay OR	\$9.28	1	
11/1/2013	M	10/13/2013	New China Sun Buffet Springfield OR	\$14.99	1	
11/1/2013	M	10/12/2013	McDonalds Brookings OR	\$7.14	1	
11/1/2013	M	10/3/2013	HTB Springfield OR	\$10.68	1	
11/1/2013	M	10/2/2013	Five Guys Springfield OR	\$14.67	1	
10/2/2013	M	9/25/2013	El Rancho Viejo-Oregon Brookings OR	\$17.00		
10/2/2013	M	9/21/2013	Momiji Japanese Restaurant OR	\$31.40	1	

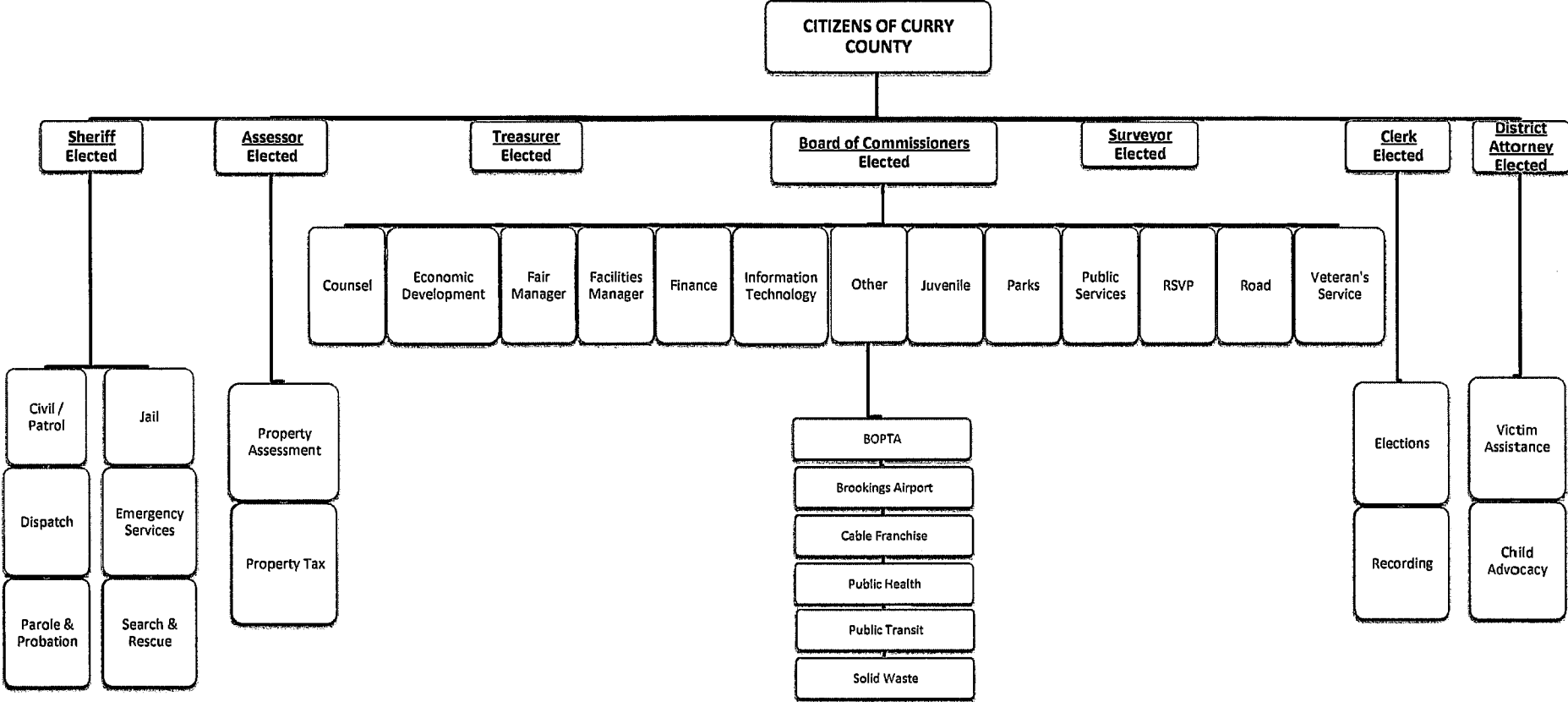


Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
10/2/2013	M	9/19/2013	Adam's Rib Smokehouse Salem OR	\$7.95	1	
10/2/2013	M	9/18/2013	Jack in the Box Springfield OR	\$6.00	1	
9/2/2013	M	8/21/2013	Chinook Winds Casino Lincoln City OR	\$15.95		
9/2/2013	M	8/21/2013	La Fiesta Mexican Restaur Bandon OR	\$10.50		
9/2/2013	M	8/19/2013	Sizzler Restaurant North Bend OR	\$14.48		
9/2/2013	M	8/13/2013	Café at the Capital Salem OR	\$10.49		
9/2/2013	M	8/13/2013	Lucky Dragon Buffet North Bend OR	\$11.99		
9/2/2013	M	8/3/2013	Muchas Gracias Grants Pass OR	\$8.85	1	
7/2/2013	M	6/28/2013	McDonalds Reedsport OR	\$8.68	1	
7/2/2013	M	6/28/2013	Café at the Capital Salem OR	\$11.99		
7/2/2013	M	6/27/2013	Chang Lai Chinese Salem OR	\$10.95	1	
7/2/2013	M	6/27/2013	Café at the Capital Salem OR	\$10.45		
7/2/2013	M	6/22/2013	Burger King Dallas OR	\$9.94	1	
7/2/2013	M	6/21/2013	Murphy's Grill Dallas OR	\$16.99	1	
7/2/2013	M	6/21/2013	New China Sun Buffet Springfield OR	\$7.99		
7/2/2013	M	6/3/2013	The Vintage Inn Cottage Grove OR	\$17.20	1	
7/2/2013	M	6/2/2013	New China Sun Buffet Springfield OR	\$13.99	1	
6/2/2013	M	5/18/2013	New China Sun Buffet Springfield OR	\$7.99		
6/2/2013	M	5/17/2013	McGrath's Fish House Salem OR	\$34.48		
6/2/2013	M	5/16/2013	New China Sun Buffet Springfield OR	\$7.99	1	
6/2/2013	M	5/16/2013	Denny's Salem OR	\$16.87		
5/2/2013	M	4/20/2013	New China Sun Buffet Springfield OR	\$9.99	1	
5/2/2013	M	4/19/2013	Jack in the Box Cottage Grove Or	\$6.18	1	
5/2/2013	M	4/19/2013	Ram Restaurant Salem OR	\$26.00		
5/2/2013	M	4/8/2013	Momiji Japanese Restaurant OR	\$21.45	1	
5/2/2013	M	4/7/2013	HTB Springfield OR	\$13.28	1	
4/1/2013	M	3/18/2013	OC-Hillsboro Beaverton OR	\$17.00	1	
4/1/2013	M	3/18/2013	Momiji Japanese Restaurant OR	\$17.45		
4/1/2013	M	3/18/2013	Burger King Hillsboro OR	\$6.29		
4/1/2013	M	3/18/2013	Popeyes Chicken & Biscu Salem OR	\$8.74		
4/1/2013	M	3/17/2013	Burger King Coos Bay OR	\$8.29	1	
3/1/2013	M	2/25/2013	New China Sun Buffet Springfield OR	\$6.74	1	
3/1/2013	M	2/25/2013	New China Sun Buffet Springfield OR	\$11.99		
3/1/2013	M	2/24/2013	New China Sun Buffet Springfield OR	\$11.99		
			<b>Total Meals</b>			<b>\$3,550.59</b>
6/2/2016	T	Paid 6/29/16	Rental Car in Utah America Lands Council	\$101.85	1	
6/2/2016	T	05/24/16	Association of Oregon Summit Registration	\$250.00		
7/1/2016	T	06/09/16	Rons Oil Co Gold Beach OR	\$46.39		
1/1/2016	T	12/8/2015	OR Bus. Leaders Conf Registration Portland	\$150.00		
12/2/2015	T	11/30/2015	76 Gold Beach OR - Gas	\$20.00		
11/2/2015	T	10/3/2015	PDX Airport Parking Portland OR	\$30.00		

Invoice Date	Purpose	Transaction Date	Description	Amount	No. of Days out of Curry County	Total
11/2/2015	T	10/3/2015	Delta Air Baggage Fee Salt Lake City UT	\$60.00		
10/2/2015	T	10/1/2015	AOC Conf Registration	\$475.00		
10/2/2015	T	9/30/2015	Delta Air Portland OR - Baggage	\$60.00	1	
10/2/2015	T	9/29/2015	PP Oregonians for Food & Shelter Event/Meeting Salem OR	\$125.00	1	
10/2/2015	T	9/10/2015	Expedia.com NV	\$19.00	1	
10/2/2015	T	9/10/2015	Expedia.com NV	\$77.27		
10/2/2015	T	9/10/2015	Expedia.com NV	\$27.00		
10/2/2015	T	9/9/2015	Paypal - ALC Registration	\$235.72	1	
10/2/2015	T	9/9/2015	Delta Air Bellevue WA	\$196.20		
9/2/2015	T	8/25/2015	Walmart Coos Bay OR Bluetooth	\$97.98		
8/2/2015	T	7/25/2015	Douglas County Deputy Martin Funeral		1	
8/2/2015	T	7/16/2015	Coos Bay DSL Workshop		1	
8/2/2015	T	7/9/2015	Josephine County SW OR Mining & Aggregate Jobs Summit		1	
8/2/2015	T	7/9/2015	AOC Summer Conf Registration	\$250.00		
7/2/2015	T	7/1/2015	Chevron Coos Bay	\$62.43	1	
7/2/2015	T	6/11/2015	Chevron Coos Bay	\$56.38		
10/17/2014	T	9/30/2014	Expedia.com NV	\$7.00		
10/15/2014	T	9/29/2014	Lands Council Workshop Registration	\$154.74		
10/16/2014	T	9/29/2014	Alaska Air Seattle WA	\$562.20	1	
10/2/2014	T	9/4/2014	Assoc of Oregon Conference Registration	\$425.00		
7/2/2014	T	6/15/2014	Best Western Pier Point Florence OR	\$176.02	2	
4/2/2014	T	3/18/2014	Inn at the Commons Medford OR	\$90.20	1	
1/2/2014	T	12/5/2013	Oregon Business Council Registration	\$75.00		
11/1/2013	T	10/2/2013	Association of Oregon Conference Registration	\$305.00		
3/1/2013	T	2/27/2013	Travel Oregon	\$275.00		
			<b>Total Travel</b>			<b>\$4,410.38</b>
3/2/2016	O	02/13/16	Xpress Wash Inc Bandon OR	\$10.00	1	
9/2/2015	O	8/25/2015	Laser Wash Inc North Bend OR	\$10.00		
10/14/2014	O	9/28/2014	Staples	\$19.99	1	
10/7/2014	O	9/16/2014	Best Buy Springfield OR	\$122.97		
9/2/2014	O	8/19/2014	Laser Wash North Bend OR	\$10.00	1	
7/2/2014	O	6/1/2014	Staples	\$49.98	1	
1/2/2014	O	12/13/2013	Radio Shack Gold Beach OR	\$136.79		
4/1/2013	O	3/6/2013	Blinds.com	\$91.65		
			<b>Total Other</b>			<b>\$451.38</b>
			<b>Grand Total 2013-2016</b>	<b>\$13,427.26</b>	<b>208</b>	<b>\$13,427.26</b>

Purpose: H=Hotels, Motels & Casinos, M=Meals, T=Travel, O=Other

# CURRY COUNTY ORGANIZATION CHART



**From:** Catherine Wiley <[cwileywoods@hotmail.com](mailto:cwileywoods@hotmail.com)>  
**Sent:** Sunday, February 12, 2017 10:47 PM  
**To:** [Huxleyt@co.curry.or.us](mailto:Huxleyt@co.curry.or.us); [gold@co.curry.or.us](mailto:gold@co.curry.or.us); [boicec@co.curry.or.us](mailto:boicec@co.curry.or.us)  
**Cc:** Ann Vileisis; Cameron L; Mark Sherwood; ALLEN Marganne \* ODF  
**Subject:** Curry County BOC Meeting Agenda 2/15/17

To: The Curry County Board of Commissioners  
Re: 2/15/17 Meeting: Agenda Item6. Consent Calendar, D.  
From: Catherine Wiley

I am requesting that this email be included as a component of the public record regarding the above referenced agenda item, specifically: "Order Appointing Commissioner Boice as AOC Representative and Forest Mgmt. Committee-BOC.

1. It is requested that any appointment of a Curry County Commissioner to the AOC be deferred until policies and procedures are implemented by the BOC to ensure any travel expenses are pre-approved, necessary, and benefit the citizens of Curry County.

This request is based on the report and documentation provided to the BOC in October, 2016 (Attachment). From 2/13-6/16 over \$13,427 was spent by former Commissioner Brock Smith in travel, over \$3,000 of this amount was taken from Road Department funds. Over 208 days were spent out of area for his travel, which constitutes almost one full working year. Further, there are no reports or documentation that the travel was essential, and benefited Curry County taxpayers. In addition to travel, documentation verifies an additional \$9,000 per year in costs for his utilization of a county vehicle. AOC meetings, as well as others, are available electronically, with no need for travel to participate.

2. It is requested that Commissioner Boice's appointment to the Forest Management Committee be denied, or at a minimum, deferred.

Based on Commissioner Boice's "unveiling" of his "goals" for Curry County, he cannot claim objectivity or support for the environment, which intrinsically includes forest management. Specifically, Commissioner Boice has proposed that Curry County, "Adopt an ordinance that requires 'preservation activist groups'- environmental organizations-to get a \$50,000 permit and a \$50million bond if they plan to sue the county over 'unnecessary land use and environmental' issues. The permit fees could deter such lawsuits and compensate for damages the county could incur as a result."

The citizens of Curry County deserve to have representatives who are knowledgeable, fair, and objective. When one considers that our economic survival is increasingly based on environmental tourism; that our fishing industry (commercial & sport) relies on responsible compliance with forestry regulations; and that the majority of individuals who are moving into our county are doing so because of our environment; Commissioner Boice's position is antithetical to our best interests.

Thank you for your consideration,  
Catherine Wiley

**From:** Court Boice <[boicec@co.curry.or.us](mailto:boicec@co.curry.or.us)>  
**Sent:** Wednesday, February 15, 2017 6:19 PM  
**To:** Catherine Wiley  
**Cc:** britt boice; John HuttI  
**Subject:** RE: Curry County ...

Message Received – I do appreciate your willingness to communicate – a good thing ...

I will spend some time in the next few days to get back with a response and answers to your questions.  
(hopefully b4 end of week.)

I can offer that my wife Britt is a wonderful and committed volunteer who does all of my scheduling and of course is my legitimate chief counsel ... I cc her on (almost) everything and have been advised by legal counsel that as she signed a *Curry Confidentiality Statement*, (of course protect the County) I am fully allowed to include her.

More later and thanks again.

## Court Boice

### Curry County Commissioner

541.247.3229 office  
541.661.6150 cell

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

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[Curry County, OREGON > Home](http://www.co.curry.or.us)

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

Curry County, Oregon. Named after Territorial Governor George L. Curry, the county was a part of "Coose" County until it was created in 1855. Curry County contains ...

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Oregon's Fabulous Southwest "Curry Corner" Combining Nature, Country Values and Commerce for a better tomorrow.

[Court Boice.org](http://CourtBoice.org)

**From:** Catherine Wiley [<mailto:cwileywoods@hotmail.com>]  
**Sent:** Wednesday, February 15, 2017 11:02 AM  
**To:** Court Boice  
**Cc:** britt boice; Thomas Huxley; Sue Gold  
**Subject:** Re: Curry County ...

Commissioner Boice;

While I appreciate your response, below, to my 2/12/17 email to the BOC, it is apparent that clarifications are indicated.

First, as you may recall, you were the candidate who raised the claim that there was an investigation of Mr. Brock Smith's expenses at the candidates' forum in the Chetco Library.

Second, my specific request was that policies and procedures be established regarding travel expenditures. I did not compare you to anyone else. I used the public expenditures of the previous AOC representative as an example of, what I view as, unreasonable and excessive travel, county vehicle costs, and unnecessary absences. Your accusations of "prejudice and unfortunate assumptions" are unwarranted and undocumented. The facts I have presented are documented, and indisputable. In point of fact (as indicated in my email) these expenditures were presented to the BOC in October 2016. Obviously, it had nothing to do with you personally, then, or now. If, as you claim, you'll "relentlessly guard and carefully consider every single County dollar", one would expect your support for policies and procedures to ensure consistent, accountable and justified expenditures, including utilization of county vehicles.

Third, you, as a public official, formally "unveiled" your "goals" for our county to the newspaper, Brookings officials, etc., etc.. Clearly, you recommended imposing fiscal barriers which would absolutely prohibit environmental groups/organizations from *legally* exercising their rights. The punitive nature of this goal is of significant concern since it appears to be antithetical to the intentions and requirements of state mandated citizen involvement, DSL, and LUBA . It is unreasonable to expect such proposals to be ignored, whether they are referenced as "bullet points", or not. I have drawn no conclusions on any "details of what you believe". I have drawn conclusions on exactly what you have presented publicly, and advocate that when people show you who they are: believe them.

As far as your claim that you called my number a few months ago, purportedly leaving a voice mail offering to meet with me, I have no record nor recollection of such a call. Perhaps you are referencing campaign canvassing/voter solicitation calls.

In closing, I am requesting to be informed of the role & function of your wife, Britt, as related to your elected office and rationale for her inclusion in official correspondence.

Thank you.

Sincerely, Catherine Wiley

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**From:** Court Boice <[boicec@co.curry.or.us](mailto:boicec@co.curry.or.us)>  
**Sent:** Wednesday, February 15, 2017 9:46 AM  
**To:** Catherine Wiley  
**Cc:** britt boice  
**Subject:** Curry County ...

February 14, 2017

Good Day Ms. Wiley;

I just had the opportunity to read your recent email. Thank You. Regarding your points of concern, I offer the following:

### **Item 1 - Travel Expenses**

As you obviously know, our County is in very deep financial trouble. I think your concern over County finances is legitimate and frankly, is one of the main reasons the citizens of Curry County have extended their trust to me. Having said that, you should know that I am extremely frugal, will not go outside of the pre-determined budget allowance, and will often pay from my personal resources without any concern for reimbursement.

I will be traveling occasionally and on a limited basis. The responsibilities of this position make it far more important to be in the office than out and full time. It is though my conviction that participating outside of the County is vital to our Curry Recovery and long term success. While technology options today do provide opportunity for travel savings, in some cases personal face time is the best option. In comparing me to past Commissioners (though perhaps not your intent) you have shown a form of prejudice and made unfortunate assumptions. I hope that as you get to know me, you like so many others, will have confidence that I'll relentlessly guard and carefully consider every single County dollar.

### **Item 2 – AOC Forest Management Subcommittee Appointment**

I have an excellent 43-year history in Curry County and the State of Oregon. Nobody wants the environment in this special place to be protected more than I do. I would encourage you not to come to conclusions on the details of what I believe, based solely on the bullet statements offered in my Curry recovery plan.

I'm sure we have some areas of agreement and share a love for this fabulous corner of Oregon. As a reminder, I did call your number a few months ago and left a voice mail. I offered to meet with you in the interest of learning more about your own vision for healing and reforming Curry County. My office is always open and I would again state my willingness to visit at a time and place of your convenience.

It is my intent to work very hard and be an excellent Commissioner. I hope you will find that you and your interests will be well served.

Thank you again.

## **Court Boice**

### **Curry County Commissioner**

541.247.3229 office

541.661.6150 cell

[boicec@co.curry.or.us](mailto:boicec@co.curry.or.us) email

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

Oregon's Fabulous Southwest "Curry Corner" Combining Nature, Country Values and Commerce for a better tomorrow.

[CourtBoice.org](http://CourtBoice.org)

**From:** Catherine Wiley <[cwileywoods@hotmail.com](mailto:cwileywoods@hotmail.com)>

**Sent:** Thursday, February 16, 2017 10:57 PM

**To:** [boicec@co.curry.or.us](mailto:boicec@co.curry.or.us)

**Cc:** britt boice; [huttlj@co.curry.or.us](mailto:huttlj@co.curry.or.us)

**Subject:** Fw: Curry County ...

Commissioner Boice;

Obviously, and I do mean obviously, this email was not intended to be sent to me.

Further, it *is* obvious that gross misrepresentations have been made of my inquiry, not "DEMAND", regarding inclusion of your wife in our correspondence. Her assertion that "...Sue Gold put her (sic. me) up to that comment..." is extremely offensive and perhaps libelous. It has been my experience that individuals who make unfounded and unreasonable accusations are the very individuals who are guilty of the actions they accuse others of committing.

I sincerely appreciated your response (2/15/17; 6:19p.m., copied to County Counsel) sent prior to this directive from your wife (obviously intended for you). One would hope that my genuine and justifiable inquiry would not be dealt with such vitriolic suspicion. Perhaps, if all of our local elected officials and public employees (volunteer or paid) spent more time and effort in verifying facts, respecting differing opinions, and supporting collective solutions, our county would not be in the situation it is in.

As a reminder, the citizens of Curry County are still at the top of the county organizational chart. Perhaps individuals, especially those living outside of our community, should be reminded of whom they *should* be working *for*.

I assure you, and your wife, that I have never been "put up" by *anyone*. In addition, I do not rely on anyone to tell me what to do, how to do it, or to write my presentations. I believe it is our civic duty to be involved in our political processes. And, public officials are duty bound to be responsive to the public. Further, that position is staunchly supported by the laws and regulations of our state and should not be denigrated by unwarranted assumptions and unjustifiable accusations.

Sincerely,

Catherine Wiley

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**From:** britt boice <[brittboice@gmail.com](mailto:brittboice@gmail.com)>

**Sent:** Wednesday, February 15, 2017 10:19 PM

**To:** Catherine Wiley

**Subject:** Re: Curry County ...

Dear Court,

Can any public citizen DEMAND to know why you choose to put me on your official correspondence? Please do not answer until I can speak with you - and share what my counsel offered.

Obviously, and I do mean obviously, Sue Gold put her up to that comment and Sue (and perhaps Tom), do not like it.

Lastly, I would like to speak with you about an idea before/IF any reply is sent, as she may deserve only one thing in regards to this point - To Be Ignored.

Lastly, lastly - please say nothing until we talk - we may wish to point out that I am working for Curry County without pay - happy to serve - for God and Country - not only for my husband.

Thank you. I'm exhausted.

b



**From:** John HuttI  
**Sent:** Friday, February 17, 2017 4:26 PM  
**To:** Thomas Huxley; Catherine Wiley  
**Subject:** RE: Curry County ...

Attached is a blank volunteer agreement.

**From:** Thomas Huxley  
**Sent:** Friday, February 17, 2017 4:24 PM  
**To:** Catherine Wiley  
**Cc:** John HuttI  
**Subject:** RE: Curry County ...

Catherine,

I was not aware of the particulars below and will begin by requesting via this email Cc: to Curry County Counsel HuttI that he please provide me with a blank (not filled in) 'template' of the "Curry Confidentiality Statement" so I may read it and forward a copy of the 'template' to you.

Hopefully the response to you from Commissioner Boice before the end of the week (today is Friday) will provide you with some of the additional information you require.

No further comments are appropriate until receipt and review of the "Curry Confidentiality Statement."

Tom Huxley  
Curry County Commissioner

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**From:** Catherine Wiley [cwileywoods@hotmail.com]  
**Sent:** Thursday, February 16, 2017 9:43 PM  
**To:** Thomas Huxley  
**Subject:** Fw: Curry County ...

Formal Request:

Commissioner Huxley;

I am requesting that clarification and documentation be provided regarding Commissioner Court Boice's wife, Britt's, role and function as a "volunteer" employee and "legitimate chief counsel". According to the email, below, Commissioner Boice states that "legal counsel" has approved her role(s) based on a "Curry Confidentiality Statement". County Counsel HuttI has been copied on Mr. Boice's email, but it is not clear that Mr. HuttI was the legal counsel who advised him. I believe there are issues to be addressed in addition to confidentiality, regarding ethics, nepotism (volunteer or paid), oversight and accountability.

If you have any questions, or need additional information regarding this request, please let me know.

Thank you.

Sincerely, Catherine Wiley

---

**From:** Court Boice <[boicec@co.curry.or.us](mailto:boicec@co.curry.or.us)>  
**Sent:** Wednesday, February 15, 2017 6:19 PM  
**To:** Catherine Wiley  
**Cc:** britt boice; John HuttI  
**Subject:** RE: Curry County ...

Message Received – I do appreciate your willingness to communicate – a good thing ...

I will spend some time in the next few days to get back with a response and answers to your questions.  
(hopefully b4 end of week.)

I can offer that my wife Britt is a wonderful and committed volunteer who does all of my scheduling and of course is my legitimate chief counsel ... I cc her on (almost) everything and have been advised by legal counsel that as she signed a *Curry Confidentiality Statement*, (of course protect the County) I am fully allowed to include her.

More later and thanks again.

## Court Boice

### Curry County Commissioner

541.247.3229 office

541.661.6150 cell

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

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[Curry County, OREGON > Home](http://www.co.curry.or.us)

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

Curry County, Oregon. Named after Territorial Governor George L. Curry, the county was a part of "Coose" County until it was created in 1855. Curry County contains ...

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Oregon's Fabulous Southwest "Curry Corner" Combining Nature, Country Values and Commerce for a better tomorrow.

[Court Boice.org](http://CourtBoice.org)

**From:** John HuttI  
**Sent:** Monday, February 20, 2017 3:15 PM  
**To:** Thomas Huxley  
**Subject:** RE: Curry County ...

Tom,

My client is the county, so I am sending this to you as the chair; you can forward to Mrs. Wiley if you like.

Britt Boice filled out such a form.

I was not involved in any background check or conflict of interest check, nor am I usually involved in them.

As a general rule, commuting (to and from work) is not covered under workers compensation.

As for state ethics laws, a quick review of them does not raise alarms.

ORS 244.177

(3)(a) A public official may appoint, employ, promote, discharge, fire or demote, or advocate for the appointment, employment, promotion, discharge, firing or demotion of, a relative or member of the household to or from a position as an unpaid volunteer with the public body that the public official serves or over which the public official exercises jurisdiction or control.

ORS 244.179

(3)(a) A public official acting in an official capacity may directly supervise a person who is a relative or member of the household if the person serves as an unpaid volunteer.

More information can be obtained by asking Oregon Government Ethics Commission.

John

**From:** Thomas Huxley  
**Sent:** Monday, February 20, 2017 2:59 PM  
**To:** John HuttI  
**Cc:** [cwileywoods@hotmail.com](mailto:cwileywoods@hotmail.com)  
**Subject:** FW: Curry County ...

County Counsel,

I spoke with Catherine Wiley and explained to her that I do not have the answers to her questions below. Per her request, am forwarding the questions to you in the hope you will provide the answers or, suggest the proper procedure for her to obtain a response and answers to the questions.

Thank you

Tom Huxley  
Curry County Commissioner

**From:** Catherine Wiley [cwileywoods@hotmail.com]  
**Sent:** Saturday, February 18, 2017 11:16 AM  
**To:** Thomas Huxley; John HuttI  
**Subject:** Fw: Curry County ...

Commissioner Huxley,

Thank you and Counsel HuttI for the prompt follow-up to my request for the "Confidentiality"/Volunteer Agreement.

Mr. HuttI had been copied on these communications, since Commissioner Boice copied & referenced him, as noted below.

My concerns are multiple:

Did Mrs. Boice fill out such a form, and have a background/reference check as indicated to be required? (Standard Protocol Checklist, #5."shall")

Was Commissioner Boice the "Department Head Approval", and what is her "Volunteer Assignment"? (Commissioner Boice indicated his wife handled scheduling and was his "...legitimate chief counsel"; C. Boice email 6/15/17, 6:19p.m.)

Is Mrs. Boice covered by Workers' Compensation, as indicated on the Volunteer Agreement form?

If so, what are the costs/projected liabilities? (i.e. travel to/from "work", and/or working from home, etc.)

Was a conflict of interest form completed?

How does Mrs. Boice's volunteer employment meet with ethics regulations regarding "Nepotism"? (ORS 244.175; 244.177; 244.179, etc.)

My thanks, again.

Sincerely, Catherine Wiley

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Food Systems of South County Presentation - Mary Boshart

**AGENDA DATE<sup>a</sup>:** 3/1/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 15 min.

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 2/13/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Updates of the Food Bank services in South Curry County

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE: (Select)**

- (1)
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:  
Address:  
City/State/Zip:  
  
Phone:  
Email:

Due date to send:        /        /

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE: (Select)**

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 03-02-2016

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

**AGENDA ITEM TITLE:** Order Appointing Member to Border Coast Regional Airport Authority  
**AGENDA DATE<sup>a</sup>:** 3/1/2017 **DEPARTMENT:** Comm **TIME NEEDED:** 2 min  
<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)  
**CONTACT PERSON:** Comm Huxley **PHONE/EXT:** 3213 **TODAY’S DATE:** 2/21/2017  
**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Request by Border Coast Regional Airport Authority (BCRAA) to appoint current Board of Commission member to serve on BCRAA.  
<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** (1)Order Appointing  
(2)

**SUBMISSION TYPE:** Order

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk Name: Heather Holt - BCRAA Secretary

Send Printed Copy to: Address:

Email a Digital Copy to: City/State/Zip:

Other Phone: 707-464-7288

Due date to send:        /        / Email: hholt@co.del-norte.ca.us

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department’s finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department’s personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Consent Calendar

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Susan Brown Yes  No   
Commissioner Thomas Huxley Yes  No   
Commissioner David Brock Smith Yes  No   
Not applicable to Sheriff’s Department since they do not have a liaison

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

**In the matter of the Appointment of a Curry )  
County Member to the Board of Commissioners )      ORDER \_\_\_\_\_  
Of the Border Coast Regional Airport Authority )**

**WHEREAS**, on February 16, 2010, the Curry County Board of Commissioners entered into an agreement to become a party to the Border Coast Regional Airport Authority Second Amended Joint Powers Agreement; and

**WHEREAS**, under the Border Coast Regional Airport Authority Second Amended Joint Powers Agreement, Curry County may appoint a member to the governing board of the Border Coast Regional Airport Authority; and

**WHEREAS**, on March 10, 2010, the Curry County Board of Commissioners adopted Order No. 13236, establishing that a Curry County Commissioner (and only a Commissioner) be appointed to serve on the Board of Commissioners of the Border Coast Regional Airport Authority; and

**WHEREAS**, Commissioner Brown was appointed to serve in that capacity back in January of 2015, and served in that position until the end of her term as a County Commissioner on January 1, 2017; and

**WHEREAS**, the County has a need to appoint a new member to the governing board of the Border Coast Regional Airport Authority; and

**WHEREAS**, Commissioner Huxley has indicated a willingness to serve on the board of the Border Coast Regional Airport Authority, and that liaison responsibility was supported by the Board of Curry County Commissioners at its work session on January 25, 2017;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Commissioner Huxley is appointed to the Board of Commissioners of the Border Coast Regional Airport Authority to serve at the pleasure of the Board of Curry County Commissioners according to the terms set forth under the Border Coast Regional Airport Authority Second Amended Joint Powers Agreement and by Curry County Order No. 13236.

**Dated this 1st day of March, 2017.**

**CURRY COUNTY BOARD OF COMMISSIONERS**

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

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

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Court Boice, Commissioner

**Approved as to form:**

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John Hutt  
Curry County Counsel



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** CCD Board Appointment - Bret Curtis

**AGENDA DATE<sup>a</sup>:** 3/1/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 2 min.

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Admin **PHONE/EXT:** 3296 **TODAY'S DATE:**

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:**

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Appointment

- (1)Application
- (2)Order

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other email to CCD

Name:  
Address:  
City/State/Zip:  
Phone:  
Email:

Due date to send:        /        /

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Consent Calendar

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

Not applicable to Sheriff's Department since they do not have a liaison



## Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners  
 94235 Moore Street, Suite 122  
 Gold Beach, OR 97444  
 Phone: 541-247-3296 Fax: 541-247-2718 Email: [BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)

Please complete both sides of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: Bret R. Curtis Date: 2/14/17

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Building Codes Appeal Board	<input type="checkbox"/> Public Services Financial Advisory Committee
<input checked="" type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input type="checkbox"/> Coos Curry Housing Authority	
<input type="checkbox"/> Other	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

Yes  No If Yes, list which committee(s):

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? 10+ years of lending experience, to include Commercial.

15+ years of Real Estate experience. Curry county resident since 2004. Property owner, both Residential & Commercial. Owner of real estate brokerage firm with 2 locations in Curry County.

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? \_\_\_\_\_

Supporting Small Business Owners. Community Growth (Sustainable and Thoughtful growth). Promoting Tourism Activities, Businesses tailored towards tourism & balancing the concerns to maintain and/or enhance the Geographic Beauty of our Region.

Describe your previous experience in this appointed position or a similar position: \_\_\_\_\_  
\_\_\_\_\_

Other volunteer activities: Volunteer Wrestling Coach @ BHHS high school.  
Araba Festival Parade (CCBR<sup>2</sup>).

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If Yes, please explain \_\_\_\_\_

Have you ever been convicted of a crime?  Yes  No

If Yes, please explain \_\_\_\_\_



Signature

2/14/17  
Date

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at [www.co.curry.or.us](http://www.co.curry.or.us).

**Per HB3557 the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Appointment            )  
To the CCD Business Development        )            ORDER NO  
Corporation Board of Directors         )

**WHEREAS**, currently there is a vacancy on the CCD Business Development Corporation Board of Directors; and

**WHEREAS**, the below Curry County citizen has agreed to serve on the CCD Business Development Corporation Board of Directors, and he is fully qualified to serve on the Board; and

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:** Bret Curtis is appointed to the CCD Business Development Corporation Board of Directors, as a Curry County Representative, to serve a term from the date of this order until June 30th, 2017.

DATED this 1st day of March, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

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

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

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

Approved as to Form:

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

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Three appointments to the Curry County Planning Commission

**AGENDA DATE<sup>a</sup>:** 03.01.2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 10 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)

**CONTACT PERSON:** Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 02.10.2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Three appointments to the Planning Commission.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Order

- (1)staff report
- (2)

Are there originals in route (paper copies with pre-existing signatures) **Yes**  **No**

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? **Yes**  **No**   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes**  **No**   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes**  **No**  **N/A**

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name: Carolyn Johnson

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 3228

Due date to send: 03 /02 / 2017

Email: johnsonc@co.curry.or.us

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes**  **No**  **N/A**   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses **Yes**  **No**   
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes**  **No**  **N/A**   
Comment:
3. If job description, Salary Committee reviewed: **Yes**  **No**  **N/A**
4. If hire order requires an UA, is it approved? **Yes**  **No**  **Pending**  **N/A**

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** (Select)

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

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

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

Not applicable to Sheriff's Department since they do not have a liaison



## APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COUNCIL, OR COMMITTEE

---

### NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Curry County Planning Commission

Are you applying for reappointment?  Yes  No

Today's Date: 1/31/2017

### YOUR CONTACT INFORMATION:

Name: John J. Brazi

### INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Life and safety

community participation

enjoying life.

Area of expertise (Brief description):

Knowledge of area 15 years, managerial skills, Life and safety knowledge,

Engineering back ground 30 years and 10 years as a program manager

Fire Chief for the last 8 years

Has previously served on the Curry County Planning Commission for more than 6 years.

Why do you want to serve?

Support Curry County going forward

Previous service in this appointed position or a similar position:

Yes

Other volunteer activities

Chief Harbor Rural Fire Protection District

Member of Curry County Local Public Safety Coordinating Council

Member of Curry County Solid Waste and Recycling Committee.

Member of Harbor Rural Fire Protection District Board

## **BACKGROUND AND LOGISTICS:**

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If yes, please explain:

Have you ever been convicted of a crime?  Yes  No

If yes, please explain:

***If you do not wish to have any specific information in this form given out to the general public, please provide written justification below. We will do our best to honor your request within the constraints of the applicable public records law.***

Justification:

Additional Comments:

## **RETURN COMPLETED FORM**

VIA EMAIL:

[BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)

VIA US MAIL:

Curry County Board of Commissioners

PO Box 746

Gold Beach OR 9744

VIA FAX:

(541) 247-2718

For questions, please contact Curry County Board of Commissioners at

[BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us) or 541-247-3296.



## APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COUNCIL, OR COMMITTEE

---

### NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Planning Commission

Are you applying for reappointment?  Yes  No

Today's Date: 02-17-2017

### YOUR CONTACT INFORMATION:

Name: Warren Hal Fitzgerald

### INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Serve in most any capacity needed to benefit my community and local Government.

Area of expertise (Brief description):

Deputy United States Property and Fiscal Officer. Direct supervision, management and oversight of five Division Chiefs. Oversight of production, compliance management of 73 employees within those divisions. The Fiscal Division was responsible for 232 Million annual (AFP) budget, payroll, funds disbursement, execution and oversight. Divisions included Contract section, Internal Review audit section, Data Processing, Supply and Logistic Services.



Served as the J8 (Fiscal Officer) on the Adjutant General for Utah's' Staff. I have training and had major responsibilities in the Joint Operations Center (JOC) and dealing with State Emergency Operations Center (EOC). I have completed all Joint Operations Training, Disaster Response Training, FEMA training as required by State.

I was responsible for approving all Military equipment screened through Logistical Agency's Disposition Services (DLADS) for city and county governments.

Why do you want to serve?

I feel deeply blessed for where I am in nt to give back to my community and be of service for them.

Previous service in this appointed position or a similar position:

I have no direct city, or county planning experience.

Other volunteer activities

## **BACKGROUND AND LOGISTICS:**

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If yes, please explain:

Have you ever been convicted of a crime?  Yes  No

If yes, please explain:

***If you do not wish to have any specific information in this form given out to the general public, please provide written justification below.*** We will do our best to honor your request within the constraints of the applicable public records law.

Justification:

Additional Comments:

Additional Information.

While serving as the Deputy United States Property and Fiscal Officer for the Utah National Guard and throughout my military career, the development and implementation of Standard Operating (SOP) Procedures and Regulations were vital for identifying and standardizing duties and responsibilities of all organizations.

During my tenure, all of my divisions were required to update their regulations and SOP's (all were seriously delinquent when I was hired). I was responsible for the direction, accuracy, validation and approval of each regulation before it was submitted for staffing. If memory serves me correctly there were over 24 regulations. (I no longer have access to those records so I cannot validate the exact number).

Within the Supply and Services Division the warehouse operations were confusing and broken. I gathered the team of warehouse personnel and we developed a new SOP using their input and

guidance for step by step operations and tasks while validating regulatory requirements and ensuring they were contained. I found this a very effective way to develop the organization(s). This method created a positive atmosphere, buy in from employees' buy utilizing bottom up initiative instead of top down driven requirement. I instructed and utilized this method with all my Divisions.

I hope this will relevant in your considerations.

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VIA FAX:

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[BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us) or 541-247-3296.



## APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COUNCIL, OR COMMITTEE

---

### NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Curry County Planning Commission

Are you applying for reappointment?  Yes  No

Today's Date:

### YOUR CONTACT INFORMATION:

Name: Diana St. Marie

### INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Appropriate land use; water quality; soil stability

Area of expertise (Brief description):

Technical engineer with U.S. Forest Service; responsible for: transportation planning; survey, design, construction of roads, bridges and major culverts; cadastral engineering, geology and geotechnical engineering; fleet and heavy equipment management. First 20 years primarily related to timber harvest, second 20 years primarily related to watershed restoration.

Why do you want to serve?

I have lived in Curry County more than 60 years and am interested in seeing balance between growth and resource protection.

Previous service in this appointed position or a similar position:  
I have served three terms in this position (12yrs.)

Other volunteer activities

Most recent: Curry County Master Gardener Assoc.

## **BACKGROUND AND LOGISTICS:**

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If yes, please explain: I am co-owner of KGBR radio station. I am committed during the daytime at the end/beginning of each month.

Have you ever been convicted of a crime?  Yes  No

If yes, please explain:

***If you do not wish to have any specific information in this form given out to the general public, please provide written justification below.*** We will do our best to honor your request within the constraints of the applicable public records law.

Justification:

Additional Comments:

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## **BOARD OF COMMISSIONERS AGENDA REPORT**

**Meeting Date:** March 1, 2017

**Prepared by:** Carolyn Johnson, Community Development Director

**Subject:** Three appointments to the Curry County Planning Commission

**Recommendation:** Adopt Board Order (Attachment 1) reappointing Mr. John Brazil and Ms. Diana St. Marie and appointing Mr. Warren Fitzgerald to the Curry County Planning Commission.

**Summary:** Planning Commissioners John Brazil and Diana St. Marie seek re-appointment to the Planning Commission. Their current terms will conclude on April 1, 2017. Additionally, a Planning Commission application has been submitted by Warren Fitzgerald.

Mr. John Brazil and Ms. Diana St. Marie represent the south and central portions of the County respectively. Each of them has participated in a variety of development application reviews over the tenure of their service. Most recently, in the last year, their Planning Commission review has been focused on amendments to the Curry County Zoning Ordinance. Each is willing and well qualified to serve another four year term.

Mr. Warren Fitzgerald is a recent resident (1.5 years) of Curry County who seeks a position on the Planning Commission to represent the north County. His application indicates policy development, analysis and implementation experience; all good background for serving the County as a Planning Commissioner.

**Fiscal Impact:** There would be no potential fiscal impact on the County budget.

**Options to Consider:**

The recommended option noted above.  
Any other option developed by the Board.

**Attachment List:**

- 1-Board Order
- 2-Applications for Messrs.' Brazil and Fitzgerald and Ms. St. Marie.

**ATTACHMENT 1**

**Curry County Board of Commissioners** )  
**Order in and for the County** )  
**Of Curry, Oregon, and a Planning Commission** )  
**Reappointment each to Mr. John Brazil** ) **ORDER \_\_\_\_\_**  
**And Ms. Diana St. Marie with each term** )  
**Expiring April 21, 2021 and a Planning** )  
**Commission appointment to** )  
**Mr. Warren Fitzgerald for a term** )  
**Expiring March 1, 2021.** )

**WHEREAS**, on April 1, 2017, there will be two vacancies on the Curry County Planning Commission, one representing south Curry County and one representing central Curry County; and,

**WHEREAS**, Mr. John Brazil and Ms. Diana St. Marie are currently Curry County Planning Commissioners and each have re-applied for a Planning Commission position and expressed a willingness to continue to serve the south and central sections of the County respectively; and,

**WHEREAS**, there is currently a north Curry County vacancy on the Planning Commission; and,

**WHEREAS**, Mr. Warren Fitzgerald has applied for a Planning Commission position representing the north County and is qualified to serve.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that:

- 1) Mr. John Brazil is reappointed to a south Curry County Planning Commission position with his term expiring April 1, 2021.
- 2) Ms. Diana St. Marie is reappointed to a central Curry County Planning Commission position with her term expiring April 1, 2021.
- 3) Mr. Warren Fitzgerald is appointed to a north Curry County Planning Commission position with his term expiring March 1, 2021.

**DATED** this 1<sup>st</sup> day of March, 2017.

**BOARD OF CURRY COUNTY COMMISSIONERS**

Approved as to Form:

\_\_\_\_\_  
John Huttll  
Curry County Legal Counsel

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

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

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

**Attachment 2  
Planning Commission applications**



**APPLICATION FOR APPOINTMENT TO BOARD,  
COMMISSION, COUNCIL, OR COMMITTEE**

---

**NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:**

Curry County Planning Commission

Are you applying for reappointment?  Yes  No

Today's Date: 1/31/2017

**YOUR CONTACT INFORMATION:**

Name: John J. Brazi

Mailing address: 15694 Pedrioli Drive

Physical address, if different from mailing:

Daytime phone: 541-661-2410

Evening phone: 541-412-9256

Fax 541-469-5301

Email: jbrazi@charter.net

Current employment: Harbor RFPD

**INTEREST AND EXPERIENCE:**

Areas of interest (Summarize in 3-5 bullets):

Life and safety

community participation

enjoying life.

Area of expertise (Brief description):

Knowledge of area 15 years, managerial skills, Life and safety knowledge,

Engineering background 30 years and 10 years as a program manager

Fire Chief for the last 8 years

Has previously served on the Curry County Planning Commission for more than 6 years.

Why do you want to serve?

Support Curry County going forward

Previous service in this appointed position or a similar position:  
Yes

**Other volunteer activities**

Chief Harbor Rural Fire Protection District

Member of Curry County Local Public Safety Coordinating Council

Member of Curry County Solid Waste and Recycling Committee.

Member of Harbor Rural Fire Protection District Board

**BACKGROUND AND LOGISTICS:**

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If yes, please explain:

Have you ever been convicted of a crime?  Yes  No

If yes, please explain:

***If you do not wish to have any specific information in this form given out to the general public, please provide written justification below.*** We will do our best to honor your request within the constraints of the applicable public records law.

Justification:

Additional Comments:

**RETURN COMPLETED FORM**

VIA EMAIL:

[BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)

VIA US MAIL:

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## APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COUNCIL, OR COMMITTEE

---

### NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Curry County Planning Commission

Are you applying for reappointment?  Yes  No

Today's Date:

### YOUR CONTACT INFORMATION:

Name: Diana St. Marie

Mailing address: P.O. Box 1066

Physical address, if different from mailing: 31771 Rumley Hill Rd.

Daytime phone: 541-247-6250

Evening phone: saa

Fax:

Email: dstmarie65@gmail.com

Current employment: Retired

### INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Appropriate land use; water quality; soil stability

Area of expertise (Brief description):

Technical engineer with U.S. Forest Service; responsible for: transportation planning; survey, design, construction of roads, bridges and major culverts; cadastral engineering, geology and geotechnical engineering; fleet and heavy equipment management. First 20 years primarily related to timber harvest, second 20 years primarily related to watershed restoration.

Why do you want to serve?

I have lived in Curry County more than 60 years and am interested in seeing balance between growth and resource protection.

Previous service in this appointed position or a similar position:  
I have served three terms in this position (12yrs.)

Other volunteer activities

Most recent: Curry County Master Gardener Assoc.

## BACKGROUND AND LOGISTICS:

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If yes, please explain: I am co-owner of KGBR radio station. I am committed during the daytime at the end/beginning of each month.

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Justification:

Additional Comments:

## RETURN COMPLETED FORM

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VIA US MAIL:

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[BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us) or 541-247-3296.



## APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COUNCIL, OR COMMITTEE

---

### NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Planning Commission

Are you applying for reappointment?  Yes  No

Today's Date: 02-17-2017

### YOUR CONTACT INFORMATION:

Name: Warren Hal Fitzgerald

Mailing address: PO Box 238, Langlois, OR 94750

Physical address, if different from mailing: 94322 Higgins Rd. Langlois, OR 97450

Daytime phone: 801-735-8190

Evening phone: same

Fax:

Email: jslitz@gmail.com

Current employment: Retired as Lieutenant Colonel, Utah Army National Guard, Federal Technician General Scale (GS) 14 step 4

### INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Serve in most any capacity needed to benefit my community and local Government.

Area of expertise (Brief description):

Deputy United States Property and Fiscal Officer. Direct supervision, management and oversight of five Division Chiefs. Oversight of production, compliance management of 73 employees within those divisions. The Fiscal Division was responsible for 232 Million annual (AFP) budget, payroll, funds disbursement, execution and oversight. Divisions included Contract section, Internal Review audit section, Data Processing, Supply and Logistic Services.

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I feel deeply blessed for where I am in nt to give back to my community and be of service for them.

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Other volunteer activities

## BACKGROUND AND LOGISTICS:

Does your schedule allow you to attend daytime meetings?  Yes  No

Does your schedule allow you to attend evening meetings?  Yes  No

Does your schedule limit the days you could attend meetings?  Yes  No

If yes, please explain:

Have you ever been convicted of a crime?  Yes  No

If yes, please explain:

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Justification:

Additional Comments:

Additional Information:

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guidance for step by step operations and tasks while validating regulatory requirements and ensuring they were contained. I found this a very effective way to develop the organization(s). This method created a positive atmosphere, buy in from employees' buy utilizing bottom up initiative instead of top down driven requirement. I instructed and utilized this method with all my Divisions.

I hope this will relevant in your considerations.

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**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Memorandum of Understanding (MOU)

**AGENDA DATE<sup>a</sup>:** 3.1.17 **DEPARTMENT:** D.A. **TIME NEEDED:** 10 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)

**CONTACT PERSON:** Everett Dial **PHONE/EXT:** 3214 **TODAY'S DATE:** 2.16.2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This MOU is a shared three year \$500,000 collaborative grant with Oasis Shelter Home. Grant will fund a sexual assault and domestic violence criminal case prosecutor. Will also fund a part time investigator and provide financial assistance to Oasis Shelter Home.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Memorandum

- (1)Memoradum of Understanding
- (2)

Are there originals in route (paper copies with pre-existing signatures) **Yes**  **No**

**QUESTIONS:**

- 1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 541.247.3298

Due date to send: 03 /10 / 17

Email: delonges@co.curry.or.us

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes**  **No**  **N/A**

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
- 3. If job description, Salary Committee reviewed: Yes  No  N/A
- 4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** (Select)

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

(If Yes, brief detail)

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

Not applicable to Sheriff's Department since they do not have a liaison

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made and entered into by the agencies/organizations listed below regarding the OVW Fiscal Year 2017 Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Program.

1. Oasis Shelter Home, Inc.
2. Curry County District Attorney's Office
3. Curry County District Attorney's Victim Assistance Program
4. The Curry County Local Public Safety Coordinating Council
5. The Curry County Board of Commissioners

It is hereby agreed by and between the above-mentioned parties for the following services rendered by the requirement of OVW Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Program that:

The key partners taking part in the implementation of the project and party to the MOU are:

**Oasis Shelter Home, Inc.**

**Curry County District Attorney's Office**

**Curry County District Attorney's Victim Assistance Program**

Oasis Shelter Home (Curry County's non-profit, non-governmental, community-based advocacy and shelter program) established in 1992, with a demonstrable history of over 25 years of expertise in providing comprehensive services to victims of sexual assault, domestic / dating violence and stalking is the primary partner to this MOU.

## Memorandum of Understanding

### 1. Brief History of the Collaborative Relationships Among Partners:

Oasis Shelter Home formed in 1992 and shortly thereafter had started developing relationships with partners in the community such as law enforcement and the District Attorney's Office. Oasis has continued to partner with the DA's Office and the DAVAP Office but these parties all have taken a more active role in partnering within the last decade. This is due to a very active District Attorney over the last 10 years who understands the complex dynamics of the issues around sexual assault, domestic / dating violence and stalking. The DA's Office and the DAVAP both refer victims to our program on a regular basis. Also, Oasis attends court for (or with) shelter and Outreach victims and we often partner with the DA or the DAVAP on those cases (to ensure the rights of the victim are followed and to ensure the wishes of the victim are known). In addition, the DA's Office refers victims to Oasis for peer support groups, shelter and outreach services. Finally, Oasis advocates will step in and assist when the DAVAP is on vacation or out of the office for an extended period of time (such as at a training).

Oasis Shelter Home became involved in the Curry County Local Public Safety Coordinating Council in 2015 during the grant application process for the Department of Justice's Justice Reinvestment program. In early 2016 the LPSCC elected Oasis' Executive Director as Secretary of that group. Since the revitalization of the LPSCC through the DOJ's Justice Reinvestment Program Oasis has been asked to the table more often by first responders than ever before. At this time the Oasis Executive Director serves as the secretary for the Curry LPSCC.

The Curry County Board of Commissioners typically signs off on all agreements that the District Attorney's Office enters into as a matter of due process the county has established for its departments. The Curry County BOC supports this project and commits to it by providing the office space and equipment needed to carry out the Deputy District Attorney position.



## Memorandum of Understanding

### 2. Partner Roles and Responsibilities

The responsibilities of the partners are outlined below. The partnering parties agree that they will do the following to ensure that the Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Program goals are adequately addressed and carried out.

- Oasis Shelter Home will hire a 1.0 FTE to carry out the duties of the advocate at .75 FTE and the duties of the .25 FTE Community Project Coordinator.
  - The .75 FTE Advocate will provide direct services to victims of sexual assault, domestic / dating violence and stalking.
  - The .25 FTE Community Project Coordinator will develop the Domestic / Sexual Assault Response Team, the DV Council and will report to the Oasis Executive Director.
  - The Executive Director of Oasis will supervise the responsibilities of the agency by holding monthly partner meetings. The Executive Director of Oasis will collaborate with the other partners to gather data to execute grant reports in a timely manner.
- Curry County District Attorney's Office will hire a 1.0 FTE Deputy District Attorney to carry out the duties of a County Prosecutor.
  - The DDA will dedicate his/her time to addressing cases of sexual assault, domestic / dating violence and stalking.
  - The DDA will investigate and work with law enforcement to utilize evidence to prosecute cases.
  - The DDA will work with accordance of OVW and VAWA to include the victim rights in every case.

## **Memorandum of Understanding**


- Curry County District Attorney's Victim Assistance Office will utilize their existing staff to assist the dedicated DDA and also assist with this project to help insure its success and to insure victims of sexual assault, domestic / dating violence and stalking are served.

### **Planning and Development of the Project:**

Activities in this application were developed by the key partners on this project with the primary developers being the Oasis Executive Director and the Curry County District Attorney. All the partners met with the Oasis E.D. at various times (in person, via email and on the telephone) throughout the grant writing process to discuss the details of the project and collaborate on the methods to address the needs of victims suffering sexual assault, domestic / dating violence and stalking. Implementation of this project will be carried out by the Community Project Coordinator in conjunction with the key partners and their departments and agencies. Specific activities for this project are contingent upon receiving the funds requested for this project. The desire to have a D-SART has been felt among the key partners but with this funding it will become a reality.

**Memorandum of Understanding**

The undersigned hereby affix our signature to the Memorandum of Understanding and approve the proposed project and approve the stated budget for this OVW Fiscal Year 2017 Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Program grant proposal.



2/16/17

Lea Sevey  
Executive Director, Oasis Shelter Home  
(Community Based Advocacy & Emergency Shelter)

Date



2/16/2017

Everett Dial  
Curry County District Attorney

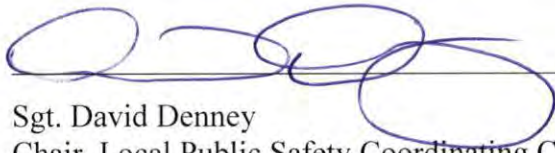
Date



2/16/2017

Christine Mather  
Curry County District Attorney's Victim Assistance Program

Date



02/21/17

Sgt. David Denney  
Chair, Local Public Safety Coordinating Council

Date

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Curry County Commissioner Thomas Huxley  
Commissioner Chair

Date

Memorandum of Understanding



Curry County Commissioner Sue Gold  
Vice Chair

2/17/17

Date



Curry County Commissioner Court Boice  
Commissioner

2/21/17

Date

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Fifth Amendment to the CCH/County Transfer Agreement - Amending the Second Amendment

**AGENDA DATE<sup>a</sup>:** 03-01-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min.

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** J. Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 2-22-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Language in fifth amendment amends second amendment

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Agreement

- (1) Transfer Agreement dated 12-5-12
- (2) Second Amendment dated 8-22-13
- (3) Fifth Amendment

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

- 1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name: CCH

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
- 3. If job description, Salary Committee reviewed: Yes  No  N/A
- 4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Consent Calendar

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

(If Yes, brief detail) Changes Agreement language

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

Not applicable to Sheriff's Department since they do not have a liaison

COPY

### TRANSFER AGREEMENT

This Agreement is made by and between the COUNTY OF CURRY, a political subdivision of the State of Oregon, also known as CURRY COUNTY, a political subdivision of the State of Oregon ("County"), and CURRY COMMUNITY HEALTH ("CCH"), an Oregon non-profit corporation, IRS Section 501(c)(3) application pending.

WHEREAS, the County, by and through the Health and Human Services program, currently provides mental and public health services throughout Curry County;

WHEREAS, County, in conforming with ORS Chapter 430, has entered into an agreement with the Oregon Health Authority (OHA) and its Addictions and Mental Health Division (AMH) to establish and operate a Community Mental Health program for Curry County; and County is the Local Mental Health Authority pursuant to ORS 430.630(9); and

WHEREAS, County, in conforming with ORS Chapter 431, has entered into an agreement with the Oregon Health Authority (OHA) and its Public Health Division (PHD) to establish and operate a Public Health Department for Curry County; and

WHEREAS, County is established by ORS 431.475 as the Local Public Health Authority responsible for management of local public health services unless the County contracts with an agency to act as the Local Public Health Authority; and

WHEREAS, the County, by and through the Health and Human Services Department, currently provides mental and public health services throughout Curry County; and

WHEREAS, declining revenue and rising costs in Curry County have created an uncertain financial future for the County that threatens the ability of the County to continue to provide mental and public health services;

WHEREAS, it is in the best interest of the County to downsize its workforce and outsource services;

WHEREAS, the County desires that the citizens of Curry County continue to receive the mental and public health services currently provided by the County;

WHEREAS, CCH has been created for the purpose of transitioning the mental and public health services currently provided by County to an independent, non-profit organization. CCH is an independent, non-profit corporation, and is not a department or subdivision of County;

WHEREAS, CCH desires to receive from County, and County desires to transfer to CCH, the duties and responsibilities of the Community Mental Health Program and the Local Public Health Authority and of providing mandated mental and public health services to Curry County citizens in accordance with the terms and conditions contained in this Agreement;

WHEREAS, CCH is willing and able to provide mental and public health services to the citizens of Curry County, and is willing and able to administer and accept the transfer of the Health and Human Services Programs;

WHEREAS, County desires to meet these obligations through subcontract with a person or entity capable and qualified to provide the services required of County for the Community Mental Health Program and as the Local Public Health Authority ; and

WHEREAS, CCH has the skill, expertise and qualifications to provide said services upon the terms and conditions set out below; and

WHEREAS, it is the intention of the parties that CCH shall assume and perform and be responsible for all of the duties and obligations to be performed by County to the fullest extent possible;

Now, Therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the following meanings:

1.1 "Acquired Assets" means those assets listed in Section 2 to be transferred by County to CCH in accordance with this Agreement.

1.2 "Business" means the function of providing mental and public health services as currently provided by County's Health and Human Services Department, and taking all acts required in order to provide such services.

1.3 "Client" means those persons receiving mental and public health services as currently provided by County's Health and Human Services Department as of December 31, 2012.

1.4 "Closing" or "Closing Date" means the transfer of assets, employees, and equipment at 12:00 a.m. on January 1, 2013.

1.5 "County" means Curry County, Oregon, acting by and through the Curry County Board of Commissioners.

1.6 "Department" means the Health and Human Services Department of Curry County.

1.7 "Employee Plans" means all pension, benefit, retirement, disability, insurance, deferred compensation and other similar fringe or employee benefit plans, programs or arrangements, and any employment contracts, written or otherwise, and any collective bargaining agreements, for the benefit of, or relating to, the Transferred Employees.

1.8 "Employment Records" means all records used to make decisions about an employee's employment, including records related to hiring decisions, promotions or demotions, records used to determine pay raises or pay cuts, performance evaluations, disciplinary notices or warnings, and records related to termination or transfer, including any soft or supervisor files.

1.9 "Liabilities" means all debts, adverse claims, liabilities (including contingent liabilities), or obligations, known or unknown, including those arising under any law, rule or regulation, or imposed by any court, arbitrator, or other tribunal, and those arising in connection with any contracts, agreements, leases, commitments, undertakings, or acts of County.

1.10 "Material default or breach" means any acts or omissions that jeopardize the health, safety or security of any person; misuse of funds; intentional falsification of records; malfeasance by either party's officers, agents, or employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches, which pattern rises to the level of a material breach.

1.11 "Health and Human Services Provider" means an employee of the Curry County Health and Human Services Department who provides mental and public health services to Clients.

1.12 "Party" means the County and its officers, agents, and employees, and/or CCH and its officers, agents and employees.

1.13 "Services" means the provision of mental and public health services to Clients.

1.14 "Transferred Employees" means those employees of the Curry County Health and Human Services Department listed on Schedule 11 who are duly employed by Curry County on December 31, 2012, and whose employment is duly transferred to CCH as of January 1, 2013.

## **2. TRANSFER AND TERM**

2.1 Closing. Closing of the transfer contemplated hereby shall take place at 12:00 a.m. on January 1, 2013. This Agreement is effective upon execution ("Effective Date") and CCH will immediately begin taking all reasonable steps to assume or subcontract those contracts listed in Section 2.11 of this Agreement as of January 1, 2013 through June 30, 2013. As of July 1 2013, CCH will contract directly with such entities as is necessary for CCH to continue to provide the Services.



2.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2015. Thereafter, this Agreement shall automatically renew for subsequent biennial terms as described in Sections 2.3.

2.3 Biennial Renewal. This Agreement, including authorization of CCH as the local public health authority and community mental health program described in Section 11.10 and 11.11, shall automatically be renewed biennially beginning on July 1, 2015 unless one or both of the parties choose to modify or terminate the Agreement per the terms of Section 12.

2.4 Biennial Review of Agreement. Each biennium CCH will make a presentation to the Board of County Commissioners outlining the biennial budget, services to be provided, and whether CCH will provide these services directly or by subcontract. Any contract amendments should be negotiated at this time.

2.5 County Advisory Committee. The County, in collaboration with CCH shall organize one or more County Mental Health, Drug and Alcohol and Public Health Advisory Committee(s). These committees shall, at a minimum, meet statutory requirements for citizen advice to the LMHA, LPHA and the Board of Commissioners. The parties recognize that the County retains the sole authority to appoint the members of the County Advisory Committee(s). However, the parties agree that the County and CCH shall work together to nominate the County Advisory Committee.

2.6 Designation of Local Public Health Authority and Community Mental Health Program.

A. A renewal of this Agreement shall automatically renew the designation of CCH as the local public health authority under ORS 431.375(2); the Community Mental Health Program under ORS 430.620(1); designation of the executive director of CCH as the community mental health director under ORS 426.233; and the designation of the executive director of CCH as the public health administrator under ORS 431.375(1)), as provided in Sections 11.10 and 11.11 of this Agreement. At the request of the CCH Board the County may also designate a CCH senior manager as either the community mental health director or the local public health administrator, .

B. Based upon the recommendation of the Curry County Mental Health Director, the Board of Curry County Commissioners shall approve director designees authorized to take one of the actions listed in ORS 426.233(1)(b) when the Curry County Mental Health Director or the director designee has probable cause to believe a person: (a) Is dangerous to self or to any other person and is in need of immediate care, custody, or treatment for mental illness; or (b)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127, or trial visit under ORS 426.273; and (ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody, or treatment for mental illness.

C. At the time of the renewal of this Agreement, County shall adopt the comprehensive local plan for the delivery of mental health services required by ORS 430.630(9)(b) which shall be proposed by CCH.

2.7 OLCC, State of Oregon and ODVA Funds. County shall disburse monthly to CCH throughout the term of this Agreement and all renewal terms all funds received from the Oregon Liquor Control Commission pursuant to HB 2145 for the treatment of drug and alcohol abuse from the State of Oregon for treatment of gambling addictions.

2.8 Funding. County fiscal contribution will be reviewed as a part of the regular county budget process for consideration of funding. Subject to availability of funds, favorable performance reviews, and to the procedures contained herein for the provision of Mental Health, Public Health, and Addictions to the citizens of Curry County, and to the local budget law, County declares its intention to consider future funding of CCH. There is no current funding available, but County may revisit funding, from whatever source, CCH or other health services in future budgets.

2.9 Acquired Assets Transfer. At Closing, County shall assign, transfer, convey and deliver to CCH, and CCH shall acquire, accept, and receive all the Acquired Assets, including all cash on hand, and all of County's right, title and interest in and to all of the Acquired Assets, and all property rights, contracts, operations, businesses, services, and Transferred Employees listed in this Agreement and the Schedules, and nothing more, as they existed on and as they may have been adjusted as the result of the normal operations of the Department through, to and including the Closing, including the following:

A. Client Records. The complete original of each Client's medical record or file maintained by the Health and Human Services Department, including all charts, notes, records, diagnoses, examinations, and all other records regularly maintained or used or necessary in the course of treatment and in the provision of Services;

B. Furniture, Computers, and Equipment. All furniture, fixtures, computers, monitors, keyboards, equipment, telephones, materials, and supplies of the Department as listed in Schedule 1;

C. Real Property. County shall transfer the properties known as:

1. Hammond House, an 8-unit, two-building apartment house at 29833 Airport Way, Gold Beach.

2. The M.I.N.D.S. Clubhouse building located at 29845 Airport Way, Gold Beach.

3. The building located at 517 Railroad St., Brookings, which is currently used by the Department for the administration and/or provision of Health and Mental Health Services.

4. The building located at 438 Pine Street, Brookings, OR 97415.

Deeds to the Real Property shall be held in escrow pending IRS certification of CCH's 501(c)(3) status. Upon receipt of 501(c)(3) status, and satisfaction of the other escrow terms, escrow shall close and title to the properties shall transfer to CCH. In the interim, County shall lease the properties to CCH at no charge pursuant to a separate lease agreement. During the period of the lease, CCH shall assume all obligations to maintain the properties.

D. Warranties and Guarantees. All rights of County under or pursuant to any warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with equipment, furniture, fixtures, material, and supplies of the Department. County shall complete and execute all documentation, if any, necessary to transfer all such warranties and guarantees to CCH;

E. Books and Materials. All books, manuals, handbooks, reference materials, educational materials, files, and papers which are used in or relate to the provision of Services, including computer processing information, notebooks, journals, reports, and any other materials or compilations used by employees in the provision of Services, as listed in Schedule 2;

F. Computer Software. All computer software and data used by employees in providing Services and conducting Business of the Department as listed in Schedule 3;

G. Contracts. All rights, interests, and obligations of County in any pending contracts that are necessary for the provision of Services by the Health and Human Services Department, including those contracts listed in Schedule 4;

H. Employment Records. A complete original copy of the employment and medical records of each of the Transferred Employees. County shall provide CCH access to the original employment records, as needed, to comply with State certifications, audits, and/or subpoenas or other orders for production and/or inspection.

I. Vehicles. All rights, interests and title to all vehicles currently used by County's Department of Health and Human Services.

2.10 "As-Is" Condition. Subject to the specific provisions in any Schedules or any other written agreement to the contrary, County shall transfer all vehicles, equipment, furniture, fixtures, material, and supplies in an "as-is" condition.

2.11. Contracts. At Closing, CCH shall assume the following provider contracts:

- a. Oregon Health Authority Agreement 135557, 2011-2013 Intergovernmental Agreement for the Financing of Public Health Services.

- b. DHHS HRSA grant 126133, sub award No. 4 B04MC06604-01-044, between OHSU and Curry County.
- c. State of Oregon Intergovernmental Agreement 136938 relating to drinking water.
- d. Trading Partner Agreement between OHA DMAP and Curry County.
- e. Oregon Health Authority Agreement 134308, 2011-2013 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services.
- f. Memorandum of Understanding between AllCare Health Plan, a CCO, and Curry County for the financing of OHP mental health Services.
- g. Memorandum of Understanding between WOA, a CCO, and Curry County for the financing of OHP mental health Services.
- h. Intergovernmental Agreement #132063 for the continuation of Drug Outreach Worker Services in Curry County.
- i. Other grants, contracts and agreements for the provision of services by Curry County Health and Human Services as may now be in effect or be contracted prior to closing of the transfer transaction.

County shall indemnify CCH for all claims made prior to the Closing and CCH shall indemnify County for all claims made after the Closing, except that CCH shall assume any liability arising from the 2008-2010 Medicaid audit of Addictions and Mental Health since all funds will transfer to CCH.

If at the time of the Closing Oregon Health Authority, or any other third party, has not yet approved the assignment of a contract to CCH, then the County's assignment of the contract shall be deemed to be a designation of CCH to carry out County's obligations under the contract and County shall remain obligated under the contract until the assignment has been approved. However, CCH shall be obligated to indemnify County, as provided above, as though the assignment was currently in effect.

**2.12 Advance of Funds Prior to Closing.** The parties recognize that CCH will obtain a line of credit to be secured by operating capital and accounts receivable contemplated under this Agreement. Further, upon CCH obtaining IRS 501(c)(3) status, CCH contemplates that the real property being transferred under this Agreement may be encumbered to provide further security for a line(s) of credit to support the operation of CCH. CCH creditors may submit documents into escrow of the real property to be recorded at the close of escrow and immediately upon transfer to CCH. Further, the parties recognize that CCH needs operating capital to prepare for the assumption of duties listed in this Agreement. Accordingly, within 15 days of the execution of this

Agreement, County shall cause Three Hundred Thousand Dollars and No Cents (\$300,000.00) of the net cash reserves held by Jefferson Behavioral Health, currently estimated to be approximately Three Hundred and Seventy Thousand Dollars and No Cents (\$370,000.00), to be transferred to CCH. These funds shall be used to effectuate the transfer and assumption of the contracts herein, and allow CCH to begin providing Services effective January 1, 2013.

2.13 Accounts Payable. It is understood and agreed by the parties that Accounts Payable incurred by the County as a result of the Health and Human Services Department on or before December 31, 2012 may, on or after January 1, 2013, be submitted by CCH to County for payment. County agrees to process and pay in its normal course of business claims submitted by CCH for charges incurred as a result of the County Health and Human Services program on or before December 31, 2012. County will only accept the charges described herein that are submitted on or before February 28, 2013. Because, as provided in Section 2.13 of this Agreement, CCH will be receiving Accounts Receivable of the County Health and Human Services Department which are paid on or after January 1, 2013, CCH will reimburse County for Accounts Payable payments paid by County as described in this paragraph when CCH receives these funds. CCH shall make said reimbursement payments to County at least every 30 days until paid in full.

2.14 Accounts Receivable. The parties acknowledge and agree that all Accounts Receivable of the County Health and Human Services Department that are uncollected as of Closing shall be the property of CCH and shall be assigned and transferred by County to CCH. All payments for Accounts Receivable of the County Health and Human Services program that are received by County on or after the Closing Date shall be transferred promptly by County to CCH, but not later than ten (10) business days after receipt by County.

2.15 Gifts, Donations and Bequests. All gifts, donations and bequests, of whatever kind or nature, to or for the benefit of County Health and Human Service Department and its related programs in Curry County, that are made, received, distributed or that become effective on or after the Closing Date, shall be the sole and exclusive property of CCH. County shall execute all documents and shall take all steps necessary to transfer all right, title and interest in and to such gifts, donations and bequests to CCH.

**3. REPRESENTATIONS AND WARRANTIES OF COUNTY.** County represents and warrants to CCH, and agrees as follows:

3.1 Organization of County. County is a political subdivision of the State of Oregon, is duly organized, validly existing and in good standing under the laws of this State, and has full corporate power to own its properties and provide the Services and conduct the business presently being conducted by it, and is a duly qualified provider of mental and public health services.

3.2 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by the County has been duly authorized and approved by all requisite corporate action.

3.3 Execution of Agreement. County warrants that the execution of this Agreement, and the performance of its terms, will not:

- A. Conflict with any policies, procedures, rules, or ordinances, with any material instrument, mortgage or deed of trust evidencing or securing indebtedness for borrowed money, nor with any judgment, order, award, or decree to which County is bound;
- B. Require the approval, consent, or authorization of any court, governmental authority, or regulatory body, except as set forth in Schedule 10;
- C. Give any party with rights under any material instrument, agreement, mortgage, judgment, order, award, or decree the right to terminate, modify or otherwise change the rights or obligations of County under such instrument, agreement, mortgage, Judgment, order, award, or decree, except as set forth in Schedule 5.

3.4 Power and Authority. County has the full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by County, when duly executed and delivered by County, will constitute valid and binding obligations of County and will be enforceable in accordance with their respective terms.

3.5 Assets. County owns, leases or has legal right to use all of the Acquired Assets. The fixtures, equipment, and other assets included in the Acquired Assets are sufficient for the provision of Services and for conducting the normal operations and Business of the Department, and are in good operating condition as of the date of transfer, except for minor defects that do not interfere with the continued use of such fixtures and equipment in the course of the Department's normal operations.

3.6 Title and Interests. County has valid and subsisting fee interests in, all of the Acquired Assets, free and clear of all liens, mortgages, deeds of trust, easements, restrictions, pledges, encumbrances, sales agreements, security interests, or charges of any kind, unless otherwise noted in the attached Schedules.

3.7 Compliance with Laws. County is in compliance, and there exists no alleged noncompliance, with all applicable statutes, rules and regulations relating to the Acquired Assets, the provision of Services, the operation of Business, the Transferred Employees, or the use of the properties of the Department, including/any applicable statute, order, rule or regulation relating to:

- A. Wages, hours, hiring, nondiscrimination, promotion, retirement, benefits, pensions and working conditions;

- B. Air, water, toxic substances, pesticides, noise, odor, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation;
- C. Health and safety; or
- D. The Business of the Department.

As of the date of this Agreement, County has not received any notice of alleged violation, or of any investigation pertaining thereto, of such statute, order, rule or regulation. If, on or before the Closing Date, County does receive any such notice of alleged violation, County shall inform CCH as soon as possible, within seventy-two (72) hours.

3.8 Litigation. Except as set forth in Schedule 6, County has no knowledge of any action, lawsuit, claim, proceeding, grievance, arbitration, unfair labor practice complaint or investigation in any court, board, bureau, agency, arbitrator, or mediator, either pending or threatened, which, if decided adversely against County, could have a material adverse effect upon a material part of the Department, the Business, or the Services provided, and County knows of no reasonable basis for any such action, lawsuit claim, proceeding, grievance, arbitration, unfair labor practice or investigation.

3.9 No Default. County is not in default, and has no knowledge of any default, and no condition exists that, with notice or the lapse of time or both, would constitute a default, with respect to any order, writ, injunction or decree of any court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, affecting or relating to the Department.

3.10 Contracts. Schedule 4 lists the following contracts and agreements of the Health and Human Services Department of the County relating to the Department which are not terminable at will by County without penalty:

- A. All existing contracts and agreements for the lease or sublease of personal property of the Department from or to any third party;
- B. All existing contracts and agreements for the purchase of services, merchandise, supplies, other materials or personal property with any supplier;
- C. All existing contracts, agreements, grants, subcontracts, and sub-grants for the provision of Services to Clients by Health and Human Services Department;
- D. All existing contracts of employment of any officer or employee, or contracts of independent contractors or consultants relating to the Department;
- E. All indentures, mortgages, notes, loan or credit agreements, guarantees, or other contracts or obligations relating to the borrowing of money by the Department, or relating to the direct or indirect guaranty or assumption by County of obligations of others with respect to the Department;

F. All other existing contracts, agreements, or memoranda of understanding, which extend past January 1, 2013.

As noted in Schedule 4, each contract listed therein is in full force and effect and is freely and fully assignable to CCH without penalty or other adverse consequence. County is not in default under the terms of any such contract, or in the payment of any principal of or interest on any indebtedness for borrowed money.

3.11 Employee Plans and Contracts.

A. Labor Contracts and Employment Matters. County is not a party to any collective bargaining or other labor union contract applicable to persons employed by County for the Business of the Department other than those listed in Schedule 7. County has not breached or otherwise failed to comply with any provision of any such agreement or contract. There are no pending material grievances, arbitrations, unfair labor practice complaints or labor or employee relations problems concerning the Health and Human Services Department;

B. Employee Plans. Schedule 8, contains a complete and accurate list of all Employee Plans, All Employee Plans are in material compliance with all applicable laws and regulations and all are qualified under applicable provisions of the Internal Revenue Service Code.

3.12 Books and Reports. The County's books of account reflect all items of income and expenses and all assets and liabilities of the Department and are maintained in accordance with generally accepted accounting principles. County has not failed to file any material report which may be required by any federal or state law or regulation.

3.13 Insurance. Schedule 9 contains a list and brief description all the insurer and coverage amounts of the policies and contracts of insurance held by County as of October 31, 2012 with respect to the Health and Human Services Department or the employees employed in the Department. All such policies are in full force and effect, and County shall keep such policies in such amounts duly in force until the Closing Date.

3.14 Sufficiency of Assets, Equipment, Contracts. The Acquired Assets, including furniture and equipment listed in Schedule 1, the computers listed in Schedule 3, and the contracts listed in Schedule 4, taken as a whole are sufficient for the continuation of the Business and provision of Services by the Health and Human Services Department on a basis consistent with past operations, and, as of the Closing Date, County will have performed in all material respects all obligations to be performed by County prior to the Closing Date under all such leases, contracts, and agency agreements. To the knowledge of County, there is no existing material default or event which, with notice or lapse of time, would constitute a default.



3.15 Modification of Employee Plans and Salaries. From the date of this Agreement to the Closing Date, County shall not make or agree to make any material change in any Employee Plan, except for those changes already in progress as of the date of this Agreement, and those changes required by applicable law, contract, or bargaining agreement.

3.16 Completeness of Schedules. The Schedules attached hereto completely and correctly present the information required by this agreement and do not contain any knowingly erroneous statement of material fact. A true and complete original or copies of all documents or materials upon which the contract and attached schedules are based will be made available upon request.

3.17 Disclosure. No representation or warranty by County contains any untrue statement or omissions of material fact.

3.18 Medicare. County shall fully cooperate with CCH regarding all documentation and responses to any inquiries from any governmental entity or contractor regarding the transfer of ownership or control relating to this transaction.

**4. REPRESENTATIONS AND WARRANTIES OF CCH.** CCH represents and warrants to County and agrees as follows:

4.1 Organization. CCH is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon, and has full corporate power to own its properties, acquire leasehold interests, and to provide the Services and conduct the Business required herein. CCH has applied for IRS 501(c)(3) status and is not aware of any reason why said 501(c)(3) status should not be granted.

4.2 Medicare. CCH has retained its own counsel to secure necessary approvals and licenses from Medicare and the State of Oregon in order to continue to provide the services outlined in this Agreement. CCH shall fully cooperate with County regarding all documentation and responses to any inquiries from any governmental entity or contractor regarding the transfer of ownership or control relating to this transaction.

4.3 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by CCH has been duly authorized and approved by all requisite corporate action. CCH warrants that the execution of this Agreement, and the performance of its terms, will not:

A. Conflict with any policies, procedures, rules, ordinances, by-laws, or articles of Incorporation of CCH, with any material Instrument, mortgage or deed of trust evidencing or securing indebtedness for borrowed money, nor with any judgment, order, award, or decree to which CCH is bound;

B. Require the approval, consent, or authorization of any court, governmental authority, or regulatory body, except as set forth in Schedule 10 and except that

this transfer of ownership or control is subject to regulatory approval by the State of Oregon, Medicare and Medicaid;

C. Give any party with rights under any material instrument, agreement, mortgage, judgment, order, award, or decree the right to terminate, modify or otherwise change the rights or obligations of CCH under such instrument, agreement, mortgage, judgment, order, award, or decree, except as set forth in Schedule 5.

CCH has full power and authority to do and perform all acts and things required to be done under this Agreement. This Agreement and any other agreements and instruments required to be delivered by CCH, when duly executed and delivered by CCH, will constitute valid and binding obligations of CCH and will be enforceable in accordance with their respective terms.

**5. ACTION PRIOR TO THE CLOSING DATE.** The following actions have been or will be taken on or before the Closing Date:

5.1 Preservation of Representations and Warranties. Both parties shall refrain from taking any action which would render any representation or warranty contained in Sections 3 and 4 of this Agreement inaccurate in any material respect as of the Closing Date. County will promptly notify CCH, and CCH will promptly notify County, of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against them or their respective officers or directors which involve the transactions required by this Agreement, or which may have a material adverse effect on the Department or its financial condition, operations, or provision of Services.

5.2 Operation of Department. From the date of this Agreement through the Closing Date, County shall provide Services and conduct its operations and Business of the Health and Human Services Department in the ordinary course, consistent with past practices and sound Judgment, and shall use its best efforts in the performance of the following:

A. County shall maintain intact the operations, Business, and Services of the Health and Human Services Department;

B. County shall continue to meet the contractual obligations incurred in the ordinary course of business;

C. County shall pay all obligations as they may come due in the ordinary course of business;

D. County shall keep available the services of the present employees of the Health and Human Services Department;

E. County shall preserve the good relations with Clients, contractors, and with all others whom the Department conducts business or provides services.

5.3 Best Efforts. County and CCH shall each use its best efforts to fulfill all of the conditions set forth in this Agreement over which it has control or influence and to perform the transactions contemplated herein.

5.4 Delivery of Schedules. CCH acknowledges that County has not, as of the date of this Agreement, completed and delivered to CCH all of the Schedules referenced herein and required to be attached hereto. County agrees that it will, on or before January 1, 2013, complete and deliver to CCH all of the Schedules referenced herein and required to be attached hereto.

5.5 Licenses, Certifications and Enrollment. County shall maintain in good standing all necessary state and federal licenses, certifications and enrollments for the provision of mental and public health services.

5.6 Certificate of Insurance. On or before the Closing Date, CCH shall obtain and maintain the following insurance, and shall provide County with copies of Certificates of Insurance naming County as additional insured for the following:

- A. Workers' Compensation Insurance as required by Oregon law;
- B. General Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000);
- C. Automobile Liability Insurance with minimum limits of liability, per occurrence, of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, with an annual aggregate of not less than Four Million Dollars (\$4,000,000);
- D. Professional Liability Insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts of Contractor, of not less than Two Million Dollars (\$2,000,000.00) per person per incident, with an annual aggregate of not less than Four Million Dollars (\$4,000,000).

## 6. INFORMATION AND RECORDS CONCERNING THE BUSINESS

6.1 CCH's Access to Information and Records Before Closing. Subject to federal, state, and local confidentiality laws, from the date of this Agreement through the Closing Date, County shall provide CCH, its employees, counsel, accountants and other representatives, full access to the Department's books, contracts, and records, and shall furnish to CCH during such period all such Information concerning the Department as CCH may reasonably request. Representatives of CCH shall be allowed to have unrestricted contact with employees employed in the Department and with past and present Clients and contractors of the Department, for the purpose of accomplishing an orderly transfer of the Department to CCH on the Closing Date. CCH agrees that, in order to assure that such review will not unduly

interfere with the operations of the Department prior to Closing, all requests for information and all requests for contact with employees, clients, and contractors shall be made to and coordinated by designated representatives of County.

6.2 Access After Closing. Subject to federal, state, and local confidentiality laws, after the Closing Date, both County and CCH shall allow representatives of the other party reasonable access to necessary records upon reasonable notice for such purposes as responding to an audit or prospective litigation, to renew all necessary state and federal licenses, certifications and enrollments and to prepare any necessary Medicare cost report or other regulatory filing that may need to be submitted prior to any state or federal approval of the transfer of ownership or control of the mental and public health service, or for other good cause.

**7. CONDITIONS PRECEDENT TO OBLIGATIONS OF CCH.** The obligations of CCH under this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions, any one of which may be waived by CCH:

7.1 No Misrepresentations. CCH shall not have discovered any material error, misstatement or omission in the representations and warranties made by County herein.

7.2 Representations and Warranties Accurate. All representations and warranties of County contained in this Agreement shall have been true in all material respects when made, and shall be true in all material respects at and as of the Closing Date.

7.3 Performance by County. County shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed prior to or on the Closing Date.

7.4 CCH's Due Diligence. Upon completion of CCH's due diligence investigation, CCH shall not have found any condition or situation existing in the Business, Department, Acquired Assets, or in the Schedules which could have a material adverse impact on the operation of the Business or provision of Services by CCH.

7.5 Legal Prohibition on the Closing Date. There shall exist no significant lawsuit or injunction or final judgment, law or regulation prohibiting or which may prohibit the consummation of the transaction in whole or in part to a material degree, as contemplated by this Agreement.

7.6 Deeds, Instruments of Sale. CCH shall have received such deeds, titles, and instruments of sale, conveyance, transfer and assignment as are necessary to vest in CCH all of the Acquired Assets, such deeds and instruments of sale, conveyance, transfer and assignment shall contain such representations and warranties necessary to vest in CCH valid and enforceable fee interests to the Acquired Assets. However, all deed to real property shall be held in escrow pending IRS certification of CCH's

501(c)(3) status. Upon receipt of 501(c)(3) status, escrow shall close and title all property contained therein shall transfer to CCH.

7.7 Permits. CCH has filed or submitted or shall file or submit all documentation necessary to obtain all required governmental approvals, product registrations, licenses or permits which are required to conduct the Business of the Department in compliance with all applicable statutes, orders, rules and regulations.

**8. CONDITIONS PRECEDENT TO OBLIGATIONS OF COUNTY.** The obligations of County under this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions, any one or more of which may be waived by County.

8.1 No Misrepresentations. County shall not have discovered any material error, misstatement or omission in the representations and warranties made by CCH herein.

8.2 Representations and Warranties Accurate. All representations and warranties of CCH contained in this Agreement shall have been true in all material respects when made, and shall be true in all material respects at and as of the Closing Date.

8.3 Performance by CCH. CCH shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed prior to or on the Closing Date.

8.4 Legal Prohibition. On the Closing Date, there shall exist no significant lawsuit or injunction or final judgment, law or regulation prohibiting or which may prohibit the consummation of the transactions in whole or in part to a material degree, as contemplated by this Agreement.

8.5 Authorizations, Approvals and Consents. All required documentation to obtain governmental and third-party approvals and consents necessary to be filed or submitted by CCH to consummate the transactions contemplated herein has been filed or submitted or shall be filed or submitted by CCH prior to the Closing Date.

**9. LIABILITIES AND INDEMNIFICATION**

9.1 County's Liabilities. Except as provided in Section 2.13 and unless otherwise agreed in writing, County shall assume and pay, perform or discharge any and all liabilities relating to events, occurrences, or Services occurring or provided on or before the Closing Date, including any workers' compensation claims, if the date of the accident or occurrence that is the subject of such claim is before Closing.

9.2 CCH's Liabilities. Except as provided in Section 2.13 and unless otherwise agreed in writing, CCH shall assume and pay, perform or discharge any and all liabilities relating to events, occurrences, or Services occurring or provided after the Closing Date, including any workers' compensation claims, if the date of the accident or occurrence that is the subject of such claim is on or after the Closing

Date. CCH shall assume and pay and be responsible for all Accounts Payable incurred by CCH in the performance of Services on or after Closing.

9.3 Indemnification by County. To the extent permitted by law and subject to the limitations of indemnification by public bodies as provided for by Oregon statute, County shall defend, indemnify and hold CCH harmless from and against all matters in connection with the following:

A. Any claims, liabilities, demands, damages, actions or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by County under this Agreement;

B. Any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County, its officers, agents, and employees, in connection with the performance of any Services or Business of Department, arising on or before the Closing Date;

C. Any and all claims, liabilities, demands, damages, penalties, actions or proceedings made or brought against CCH by Medicare or Medicaid for services furnished, or any acts or omissions by County, occurring prior to the Closing Date.

9.4 Indemnification by CCH. CCH shall defend, indemnify and hold County harmless from and against all matters in connection with the following:

A. Any claims, liabilities, demands, damages, actions or proceedings resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant by CCH under this Agreement; and

B. Any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of CCH, its officers, agents, and employees, in connection with the performance of any transferred Services or Business, arising after the Closing Date.

9.5 Tort Claims Act. CCH shall not be deemed an agent of the County under the Oregon Tort Claims Act.

## 10. EMPLOYEE RELATIONS AND BENEFITS

10.1 Employee Transfer. As of Closing, all employees listed in Schedule 11 who are employees of the County as of 11:59 p.m. on December 31, 2012, shall be considered Transferred Employees of CCH.

10.2 Salary. Transferred Employees shall not have their salary reduced as a result of the transfer during the first twelve (12) months of employment with CCH. After the first twelve (12) months of employment with CCH, Transferred Employees shall be placed at the closest salary for the position as designated under CCH's salary schedule.

10.3 Accrued Compensatory Time. County shall liquidate accrued compensatory time at the time of transfer, consistent with any applicable statutes or collective bargaining agreement.

10.4 Sick and Vacation Leave. After the Closing Date, CCH shall grant Transferred Employees any leaves according to its rules or any applicable bargaining agreement and CCH shall be responsible for payment of all leave accrued as of December 31, 2012 and shall hold County harmless for payment of the accrued leave.

10.5 Health Insurance Waiting Periods. In the event that any Transferred Employee is subject to a waiting period for coverage of pre-existing conditions under CCH's health insurance plan, CCH shall arrange for a waiver of such waiting period with its health insurer. CCH accepts financial responsibility for any additional costs incurred because the employee was subject to the waiting period.

10.6 Employment Records. County shall furnish complete originals of the Employment Records of all Transferred Employees to CCH on or before January 1, 2013.

10.7 Status of Transferred Employees. CCH shall place all Transferred Employees on its employee roster, subject to the following:

A. If the Transferred Employee was serving a probationary period with the County at the time of transfer, the past service of the Transferred Employee on probation shall be applied toward the regular probation requirements of CCH.

B. If the Transferred Employee meets the qualifications therefor, the Transferred Employee may elect to participate in the retirement system available to employees of CCH.

C. Transferred Employees shall retain all seniority accrued under employment with the County, but no regular employee of CCH shall be demoted or laid off by reason of that seniority at the time of transfer. After the Closing Date, the Transferred Employees' seniority from the County shall be regarded as seniority acquired under CCH.

D. Subject to the provisions of ORS 236.605 *et seq.*, Transferred Employees shall enjoy the same privileges, including benefits, hours and conditions of employment, and be subject to the same regulations, as other employees of CCH.

10.8 Authority of CCH. CCH shall place Transferred Employees in a position comparable to the position the Transferred Employee enjoyed with the County on the Closing Date, subject to the following:

A. CCH, in determining a comparable position, shall consider the Transferred Employee's educational and physical qualifications, experience, and the salary, duties and responsibilities of prior employment with the County.

B. If CCH finds that no comparable position exists under subsection A above, CCH shall offer the Transferred Employee a lesser position, if such position is available, according to the qualifications of the Transferred Employee.

C. If CCH finds that no comparable position exists, the Transferred Employee shall be listed as a regular laid-off employee with CCH, and shall have priority to appointment over other persons eligible for any position for which the employee is qualified, subject to any applicable collective bargaining agreement.

D. The finding and action of CCH under subsections B and C above shall be subject to a hearing upon the Transferred Employee's request, and shall be subject to review under ORS 34.010 to 34.100.

10.9 Employee Rights. Nothing contained herein, either expressed or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights to continued employment.

10.10 PERS. Parties acknowledge that the CCH is not a PERS eligible employer and the Transferred Employee's last date of creditable PERS service will be December 31, 2012. As of January 1, 2013, the Transferred Employees will be covered by the Retirement and Benefit plans, if any, offered by CCH under the same terms and conditions as available to all other similarly situated CCH Employees and in compliance with ORS 236.605 *et seq.* County shall be solely responsible for and shall pay or receive credit for any unfunded PERS liability or surplus related to the Transferred Employees.

10.11 No Conflict with ORS 236.605. To the extent, any of the above provisions are contrary to or in conflict with the provisions of ORS 236.605 *et seq.*, that is not the intended consequence of this Agreement; ORS 236.605 *et seq.* shall control and take precedence. The parties further agree, if any portion of this agreement is contrary to or in conflict with the provisions of ORS 236.605 *et seq.*, that the offending provision may be stricken or reformed (Blue Lined) to comply with the requirements of ORS 236.605 *et seq.*

## 11. ACTIONS TO BE TAKEN AFTER THE CLOSING DATE

11.1 Further Assurances. Following the Closing Date, both parties agree to execute, acknowledge and deliver all such further documents, leases, assignments, and conveyances, and use their best efforts to obtain all necessary authorizations, approvals, consents and other necessary documents as may be reasonably required for the completion of the transfer contemplated herein.

11.2 Mutual Cooperation with Respect to Taxes. County and CCH will provide each other with any such information or assistance as may be reasonably requested in connection with the preparation of any tax return, tax form, any audit or other examination by any taxing authority.



11.3 Mutual Cooperation with Respect to Audits. County and CCH will provide each other with any such information or assistance as may be reasonably requested In connection with the preparation, or response to, any audit, survey or site visit by any appropriate state or federal agency or contractor.

11.4 Cooperation in Litigation. In the event that, after the Closing Date, County or CCH shall require the participation of officers and employees employed by each other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, both County and CCH shall use their best efforts to make such officers and employees available to participate in such defense or prosecution; provided that, except as required pursuant to the provisions of Section 9, the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges and expenses arising from such participation.

11.5 Receivables. County and CCH agree that all uncollected accounts receivables as of December 31, 2012 are to be transferred to CCH, as well as payment for any episode of care commenced prior to January 1, 2013, or for services furnished prior to January 1, 2013, but whose payment is received after January 1, 2013. All non-electronic payments, such as paper checks, for such payments are to be promptly endorsed to CCH and promptly submitted to CCH. Electronic payments received in County's bank account for Medicare or Medicaid are to be handled pursuant to paragraph 11.8.

11.6 Mutual Cooperation with Respect to Grants. County and CCH will provide each other with any such information or assistance as may be reasonably requested or necessary in connection with the preparation of any applications for grants or other funding awards, and in connection with the receipt and management of any such grant awards, each party shall retain and provide the other with any records or information which may be necessary in applying for or obtaining such grant awards.

11.7 Policies and Procedures. CCH will enact or have enacted its Policies and Procedures for providing Services and conducting its Business within 90 (ninety) days after the Closing Date.

11.8 Medicare and Medicaid Billing and County Bank Account. Pursuant to Medicare policy, currently contained at Medicare Program Integrity Manual (CMS Pub. 100-08), Ch. 10, §5.5.2.5, when the new owner accepts assignment of the old owner's Medicare provider agreement, Medicare will continue to pay the old owner after the closing date and before all Medicare approvals have been given to the new owner to bill Medicare. This section further permits the new and old owners to work out payment arrangements regarding these Medicare funds. County has agreed that all Medicare funds received by County after the closing date and before all Medicare approvals have been given to CCH to bill Medicare shall be transferred to CCH by sweeping the bank account on a daily basis to CCH's account No. \_\_\_\_\_ at \_\_\_\_\_, routing number \_\_\_\_\_. County further agrees to maintain its

account no. \_\_\_\_\_ at \_\_\_\_\_ Bank, routing number \_\_\_\_\_, to which Medicare pays through electronic funds transfer, until CCH notifies County that it has received all necessary regulatory approvals to bill Medicare, and has successfully billed and been paid by Medicare to its own account. If County receives any non-electronic payments, such as by paper check, County further agrees to promptly endorse same over to CCH and to promptly transfer same to CCH. CCH is in discussions with Medicaid to obtain the same payment arrangements as furnished by Medicare. If Medicaid agrees to pay County after the closing date and before all Medicaid approvals have been given to CCH to bill Medicaid, County also agrees to maintain its bank account and to sweep the funds as stated above regarding Medicare, or to promptly transfer any non-electronic payments as stated above regarding Medicare.

11.9 Licenses, Certifications, Enrollment and Cost Report. County shall fully cooperate with CCH to renew all necessary state and federal licenses, certifications and enrollments for the provision of mental and public health services pending final regulatory approval of the transfer of ownership or control from County to CCH. County shall fully cooperate with CCH in the preparation and submission of any Medicare cost report or other regulatory filing that may need to be submitted prior to any state or federal approval of the transfer of ownership or control mental and public health services.

11.10 Local Mental Health Authority. County hereby contracts with CCH to be the Community Mental Health Program under ORS 430.620(1). The executive director or other designee of CCH is hereby designated as the community mental health director. Per ORS 462.241, it will be remain the responsibility of County to provide for pre-commitment holding and transportation costs of allegedly mentally ill persons and to provide court personnel, including assistance of the District Attorney, at court commitment hearings. CCH will assume financial responsibility for pre-commitment holding of the allegedly mentally ill up to \$3,000.00 per year.

11.11 Local Public Health Authority. Per ORS 431.375(2), County hereby designates CCH as the local public health authority responsible for administration of public health laws and management of local public health services. The executive director or other designee of CCH is designated as the local public health administrator. However, County shall retain the following enforcement powers and responsibilities of the local public health authority:

A. Per ORS chapter 431, County shall retain responsibility for enforcing compliance with public health laws by issuing subpoenas requiring testimony or the production of physical or other evidence, issuing administrative orders, and imposing civil penalties for violations of the law. Except as otherwise limited by this agreement, CCH will be responsible for investigating and issuing notice of violations of public health laws, and shall be financially responsible to County for costs associated with enforcement to the extent that CCH has a designated source of funds available.

- B. Per ORS chapter 433, County shall retain responsibility for restricting access to contaminated or quarantined property after receiving notice from CCH that such action is necessary.
- C. Per 431.262, County shall retain responsibility for enforcing the removal or abatement of a toxic substance on any property. CCH shall prescribe the proper measures for this removal or abatement.
- D. Per ORS 431.440, County shall retain the authority of constables or other peace officers in matters pertaining to public health.
- E. Per ORS 431.530, County shall retain the police powers of the Oregon Health Authority if an emergency endangering the public health occurs within its jurisdiction, except that CCH shall determine that the circumstances of the emergency are such that the Oregon Health Authority or its director cannot take action in time to meet the emergency, and delay in taking action increases the hazard to public health and shall so advise County.
- F. Per ORS 433.121(2)(a), CCH may petition the circuit court for a written ex parte order in lieu of authority to issue an administrative order causing a person or group of persons to be placed in isolation or quarantine.

## 12. TERMINATION

12.1 Termination Events. This Agreement may be terminated by written notice delivered as provided in 13.8:

- A. By either County or CCH, if a material default or breach is made by the other party with respect to the timely performance of any of its covenants and agreements contained herein, or with respect to due compliance with any of its representations and warranties contained herein. Before any termination hereunder, any party declaring a material default or breach, shall provide to the other party written notice of the alleged default or breach. The written notice shall include a description of the alleged default or breach, a statement outlining what steps must be taken to cure the alleged default or breach, and a reasonable period, not less than 30 days, within which the default or breach must be cured or if not capable of cure in that period, in which steps are being taken which are reasonably likely to lead to a cure.
- B. By CCH, if any or all of the conditions set forth in Section 7 above has not been or is incapable of being satisfied on or before December 31, 2012, the performance of which has not been waived by CCH;
- C. By County, if any or all of the conditions set forth in Section 8 above has not been satisfied or is incapable of being satisfied on or before December 31, 2012, the performance of which has not been waived by County;
- D. By mutual consent of County and CCH;

E. By either County or CCH, if the Closing shall not have occurred, through no fault of either party, on or before December 31, 2012, or such later date as may be agreed upon by the parties.

F. By County, if it decides to terminate the automatic renewal of this Agreement following the biennial review pursuant to Section 2.4 or if County fails to renew, then County agrees to accept transfer of all the Business, Services, operations, employees, Employee Plans, assets (including Acquired Assets) and liabilities of CCH as they exist at the time of County's action and, since CCH will have no remaining assets, to indemnify and defend the officers and directors of CCH from and against all liabilities and claims against CCH as to matters arising prior to the transfer of the assets to the County.

12.2 Each party's right of termination is in addition to any other rights it may have under law, including those rights pursuant to Section 13.2.

### 13. GENERAL PROVISIONS

13.1 Continuation of Services. Both parties shall use their best efforts to conduct all acts pursuant to this Agreement with a minimum of disruption in Services to Clients.

13.2 Specific Performance. Each party acknowledges that the other party will have no adequate remedy at law if it fails to perform any of its obligations under this Agreement. In such event, the non-defaulting party shall have the right, in addition to any other rights it may have, to specific performance of this Agreement.

13.3 Further Assurances. The parties agree to prepare, execute and deliver all documents, writings and records and to take all steps and actions as may be necessary to effectuate the transfer of Health and Human Services from County to CCH and to fulfill the terms and conditions of this Agreement.

13.4 Payroll Taxes. County shall pay all payroll taxes for Transferred Employees to be transferred for payroll through December 31, 2012 and CCH shall pay all payroll taxes for all Transferred Employees on and after the Closing Date.

13.5 Passage of Title and Risk of Loss. Legal title, equitable title and risk of loss with respect to the property and rights to be transferred under this Agreement shall not pass to CCH until such property or right is transferred at Closing or at such later date as may be agreed upon in writing.

13.6 Waiver. No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement.

13.7 Severability. If any term or provision of this Agreement is declared by a court of competent Jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13.8 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, to the address set forth below or to such other person at such other place as may be furnished in writing. Any notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

To CCH:

Jan Kaplan (or current Executive Director)  
Curry Community Health  
94235 Moore St., Suite 121  
Gold Beach, OR 97444

To County:

Curry County Legal Counsel  
94235 Moore St. Suite 123  
Gold Beach, OR 97444

13.9 Expenses. Each party shall be responsible for and pay its own expenses and fees of its counsel, accountant, and other experts.

13.10 Force Majeure. Neither County nor CCH shall be held responsible for delay or default caused by fires, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

13.11 Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Oregon.

13.12 Compliance with Law. The parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement, including, but not limited to:

A. All applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;

B. All state laws requiring reporting of client abuse;

C. All applicable provisions of ORS 236.605 at seq., regarding transfer of public employees;

D. All applicable provisions of ORS 656.017 at seq., regarding workers' compensation coverage;

E. All applicable requirements of federal and state statutes, rules, and regulations regarding confidentiality of client Information, including, but not limited to, 42 CFR Part 2, and 45 CFR Part 164 (HIPAA).

13.13 Change of Law, Regulation or Policy. If after the Closing Date there is a change of law, regulation or policy so that Medicare will not continue to make payment to County pending Medicare approval of this transaction, County and CCH shall cooperate and take such action as may be necessary so that Services can continue until such changed law, regulation or policy permits payment to County or payment directly to CCH.

13.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the any successors and permitted assigns of the parties hereto.

13.15 No Third Party Beneficiary. County and CCH are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13.16 Amendment. This Agreement may be amended or modified at any time upon the written Agreement of both parties, signed and executed in the same manner and form as below.

13.17 Titles and Headings. Titles and headings to sections in this Agreement are inserted for convenience of reference only, and not intended to be a part of or to affect the meaning or interpretation of this Agreement.

13.18 Schedules. The Schedules attached to this Agreement shall be incorporated herein, and shall be construed as if the Schedules had been set forth verbatim herein.

13.19 Entire Agreement. This Agreement and the attached Schedules constitute the entire Agreement between the parties with respect to the transfer of the assets and employees of the County's Health and Human Services Program to CCH. This Agreement shall supersede all previous negotiations, commitments and writings with respect to the transfer. There are no other understandings, agreements, or representations, written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last written below.

**CURRY COUNTY, OREGON**

**CURRY COMMUNITY HEALTH, INC.**

By:   
David Itzen, Chair

By: \_\_\_\_\_  
Bob Horel, President

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

By: *Bill Waddle*  
Bill Waddle, Vice Chair

By:   
George Rhodes, Commissioner

Date: 12-5-12

#### SCHEDULES

- Schedule 1 – Furniture, Computers, Vehicles and Equipment
- Schedule 2 – Books and Materials
- Schedule 3 – Computer Software
- Schedule 4 – Contracts to be Assumed
- Schedule 5 – Approvals of Lienholders Required before Property Transfer
- Schedule 6 – County Litigation
- Schedule 7 – County Collective Bargaining Agreements
- Schedule 8 – County Employee Plans (employee benefit plans, programs or arrangements)
- Schedule 9 – County Insurance on 10/31/12
- Schedule 10 – Court or Regulatory Approvals of this Agreement Required for Each Party
- Schedule 11 – Transferred Employees

**Schedule 5**  
**(Approvals of Lienholders Required Prior to Property Transfer)**

The following applies to Hammond House property only:

1. Oregon Department of Human Resources, Mental Health and Developmental Disability Services Division
  
2. Oregon Department of Housing and Community Services: (a) Project Use Agreement for Housing Development Grant Program; and (b) Assignment, Assumption, Ratification and Modification Agreement, Declaration Of Restrictive Covenants and Equitable Servitudes Home Investment Partnerships Program



4743S

**SECOND AMENDMENT TO TRANSFER AGREEMENT BETWEEN  
CURRY COUNTY AND CURRY COMMUNITY HEALTH**

This Second Amendment ” is entered into effective as of 22<sup>nd</sup> of August, 2013 and amends the Transfer Agreement between Curry County (“County”), a political subdivision of the State of Oregon, and Curry Community Health (“CCH”), an Oregon non-profit corporation, entered into December 27, 2012 and effective February 1, 2013, together with the First Amendment thereto, collectively the “Agreement”.

**RECITALS**

WHEREAS, the County and CCH wish to further modify the Agreement in order to conform to the requirements of the proposed agreement between the Oregon Health Authority, the County and CCH for the financing of public health services 2013 - 2015; and

WHEREAS, because CCH is a private entity, County must retain ultimate control and oversight of CCH’s operation of public health programs in Curry County.

NOW, THEREFORE, in consideration of the foregoing and the promises stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Paragraph 2.4, Biennial Review of Agreement, is amended by the addition of the following at the end of the paragraph:

“At any time, but at a minimum at the time of the biennial review, the Board of County Commissioners shall receive the report of the public health administrator appointed pursuant to Section 11.12 of this Agreement as to the performance of CCH as the local public health authority. The Board of County Commissioners shall retain the ultimate control and oversight of the public health programs operated by CCH in the county.”
2. Paragraph 2.6, Designation of Local Public Health Authority and Community Mental Health Program, subparagraph A, is amended as follows:
  - A. Delete the following from the first sentence: “and the designation of the executive director of CCH as the public health administrator under ORS 431.375(1), as provided in Sections 11.10 and 11.11 of this Agreement.”
  - B. Delete the second sentence and replace it with: “At the request of the CCH Board, the County may also designate a CCH senior manager as the community mental health director.”

3. Paragraph 11.11, Local Public Health Authority, is amended by the deletion of the following: “The executive director or other designee of CCH is designated as the local public health administrator.”
4. Paragraph 11.11, Local Public Health Authority, is further amended by the addition of the following:
  - G. Local Ordinances. County shall retain the authority to adopt ordinances and enact other local law, consistent with state and federal law, necessary or desirable to govern the operation of the public health programs operated by CCH. County does not delegate such authority to CCH and CCH may not exercise such authority.
  - H. Local Enforcement of Public Health Laws. County shall retain all local enforcement authority of the Oregon Public Health Laws, including but not limited to those set forth in ORS Chapter 431. Although CCH shall assist County and the public health administrator in investigating and evaluating potential non-compliance or violation of the Oregon Public Health Laws, all discretionary decisions on enforcement action, and the enforcement actions themselves, remains with County.
  - I. Enforcement of the Oregon Indoor Clean Air Act. County, pursuant to ORS 433.855(4), is responsible for enforcing the Oregon Indoor Clean Air Act (the “Act”) in the county. CCH shall assist County in its Oregon Indoor Clean Air Act enforcement responsibilities by performing investigations, evaluations and monitoring.
  - J. Oregon Drinking Water Quality Act. County is responsible for enforcing the Oregon Drinking Water Quality Act. County shall take independent enforcement actions against licensed facilities that are also public water systems as covered under the following Oregon Administrative Rules: 333-029 (traveler’s accommodations), 333-030 organizational camps), 333-031(recreational parks), 333-039 (mass gatherings), 333-060 (public swimming pools), 333-062 (pools and spas), 333-150 (food sanitation-food establishments), 333-162 (commissaries and warehouses), and 333-170 (bed and breakfast facilities). CCH shall assist County in its enforcement responsibilities by performing investigations, evaluations and monitoring.

5. The following paragraph is added to Article 11:

“11.12 Public Health Administrator. Per ORS 431.418, County shall appoint a public health administrator who shall be an employee of the County. In the discretion of the County, the same person may also be an employee of CCH. CCH shall reimburse the County for the actual cost of such person, not to exceed 0.10 FTE at \$40.00 per hour plus County paid payroll costs such as Social Security & Medicare (FICA), Workers’ Comp and the Workers’ Benefit Fund Assessment. In addition to the duties required by ORS chapter 431, the public health administrator shall:

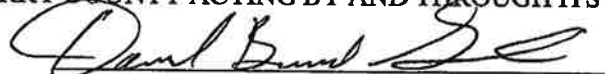
- A. make initial decisions on complaints from service decisions of CCH; and
- B. report to the County periodically, but at least biennially, on the performance of CCH; and
- C. perform such other tasks as may be directed by County.”

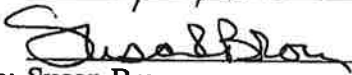
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, this Amendment shall control.

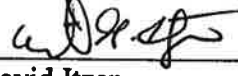
7. This Amendment is effective as of the day and year first above written, or if not completed, as of the date of approval by the Board of County Commissioners.

APPROVED:

CURRY COUNTY ACTING BY AND THROUGH ITS BOARD OF COMMISSIONERS

By:   
Name: David Brock Smith  
Title: Chairman  
Date: 8/22/13

By:   
Name: Susan Brown  
Title: Vice-Chair  
Date: \_\_\_\_\_

By:   
Name: David Itzen  
Title: Commissioner  
Date: 8/23/13

CURRY COMMUNITY HEALTH ACTING BY AND THROUGH ITS BOARD CHAIRMAN

By: \_\_\_\_\_  
Name: Mary Jane LaBelle  
Title: Chairman  
Date: \_\_\_\_\_

**FIFTH AMENDMENT OF THE TRANSFER AGREEMENT BETWEEN  
CURRY COUNTY AND CURRY COMMUNITY HEALTH**

This Fifth Amendment” is entered into effective as of January 1, 2017 and amends the Second Amendment to the Transfer Agreement between Curry County (“County”), a political subdivision of the State of Oregon, and Curry Community Health (“CCH”), an Oregon non-profit corporation, entered into December 27, 2012 and effective February 1, 2013, together with the First, Second, Third and Fourth Amendments thereto, collectively the “Agreement”.

**RECITALS**

WHEREAS, Curry County and CCH wish to modify the Second Amendment to the Transfer Agreement, filed with the County Clerk as CJ:2013-227 on 8-28-13; and

WHEREAS, the current language is: Section 5 in the Second Amendment “The following paragraph is added to Article 11”: “11.12 Public Health Administrator. Per ORS 431.418, County shall appoint a public health administrator who shall be an employee of the County. In the discretion of the County, the same person may also be an employee of CCH. CCH shall reimburse the County for the actual cost of such person, not to exceed 0.10 FTE at \$40.00 per hour plus County paid payroll costs such as Social Security & Medicare (FICA), Workers’ Comp and the Workers’ Benefit Fund Assessment. In addition to the duties required by ORS chapter 431, the public health administrator shall:

- A. make initial decisions on complaints from service decisions of CCH; and
- B. report to the County periodically, but at least biennially, on the performance of CCH; and
- C. perform such other tasks as may be directed by County.” ; and

WHEREAS, CCH has expressed their desire to increase the 0.10 FTE to 0.25 FTE; and

WHEREAS, Curry County Agrees to this change; and

**NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS** amends the Second Amendment to now read:

- 5. The following paragraph is added to Article 11:

“11.12 Public Health Administrator. Per ORS 431.418, County shall appoint a public health administrator who shall be an employee of the County. In the discretion of the County, the same person may also be an employee of CCH. CCH shall reimburse the County for the actual cost of such person, not to exceed 0.25 FTE plus County paid payroll costs such as Social Security & Medicare (FICA), Workers’ Comp and the Workers’ Benefit Fund Assessment. In addition to the duties required by ORS chapter 431, the public health administrator shall:

- a. make initial decisions on complaints from service decisions of CCH;  
and
- b. report to the County periodically, but at least biennially, on the performance of CCH; and
- c. perform such other tasks as may be directed by County.”

APPROVED:

CURRY COUNTY ACTING BY AND THROUGH ITS BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Name: Thomas Huxley  
Title: Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Sue Gold  
Title: Vice-Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Court Boice  
Title: Commissioner  
Date: \_\_\_\_\_

CURRY COMMUNITY HEALTH ACTING BY AND THROUGH ITS CEO

By: \_\_\_\_\_  
Name: Kenneth W. Dukek  
Title: CEO  
Date: \_\_\_\_\_

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Order Granting Lane County Full Access to Tyler TSG data

**AGENDA DATE<sup>a</sup>:** 03/01/2017 **DEPARTMENT:** Counsel **TIME NEEDED:** 10 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** J. Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 02/22/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Lane County has had limited access to data needed to perform under the IGA for GIS services. This limited access is limiting Lane County's ability to create a functioning GIS system for Curry County. Curry County desires to grant Lane County unlimited access to its data for the purposes of performing under the IGA for GIS.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** **SUBMISSION TYPE:** Discussion/Decision

- (1) Order granting Lane County full Access to Curry County data
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

- 1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
- 3. If job description, Salary Committee reviewed: Yes  No  N/A
- 4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** **Administrative Actions**

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes  No   
(If Yes, brief detail) grants access to data

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

Not applicable to Sheriff's Department since they do not have a liaison

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

In the Matter of an Order	)	
Granting Lane County Full Access	)	
To Curry County Tyler TSG	)	ORDER NO. _____
Tax and Assessment Data to fulfill	)	
Agreement to Provide GIS services	)	

WHEREAS, on December 2, 2016, Curry County entered an Intergovernmental Agreement (IGA) with Lane County to provide GIS services; and

WHEREAS, section A (3) of that contract states that “Lane County Information Services Management [Lane County] and designees are authorized to interact directly with Curry County GIS, property tax vendors, including but not limited to Oregon Department of Revenue, Esri, Tyler Group and TSG for the purposes of carrying out the terms of this agreement; and

WHEREAS, as of February 21, 2017, Lane County is still experiencing difficulty directly accessing Tyler Group and TSD for purposes of carrying out the IGA; and

WHEREAS, Curry County has service agreements with Tyler Group and TSG to assist and service the County’s tax and assessment functions and under that agreement develops data that is critical for the proper function of Curry County’s GIS project; and

WHEREAS, in a recent conversation with Tyler Group / TSG representatives, it was discovered that it is possible to grant Lane County access to the data that Curry County has received from Tyler Group / TSG, yet the Assessor did not want to grant Lane County access due to concerns over possible data corruption; and

WHEREAS, the Board of Commissioners finds that timely and correct information in the County’s GIS system is as important to the County’s public health, safety and welfare as accurate tax and assessment data and the risk of corruption is low and the ability of Lane County to remedy any corruption is sufficient and therefor it is in the public interest to grant Lane County full access to Curry County’s tax and assessment data provided by Tyler Group and TSG and otherwise;

///

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

- 1) Tyler Group and TSG are hereby directed to grant Lane County full credentialed access to the tax and assessment information provided by Tyler Group and TSG to Curry County; and
- 2) Curry County Assessor and Assessor's office staff are directed to grant Lane County full access and credentials to Curry County's tax and assessment data for GIS purposes.

DATED this 1<sup>st</sup> day of March, 2017

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl  
Curry County Legal Counsel



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 03-02-2016

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

**AGENDA ITEM TITLE:** The South Coast Development Council (SCDC) inventory and evaluation of potential market rents for Curry County owned office space.

**AGENDA DATE<sup>a</sup>:** 03.01.2017 **DEPARTMENT:** Community Development **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)

**CONTACT PERSON:** Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 02.22.2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Follow up to Board Order action on 02.01.2017 for SCDC dto evaluate potential market rents for Curry County owned office space

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** **SUBMISSION TYPE:** Order

- (1) Staff report
- (2) Order

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name: Carolyn Johnson and Eric Hanson

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: 03.02.2017 / / Email: johnsonc@co.curry.or.us and Hansone@co.curry.or.us

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail) This report contains some items that cannot be scanned.

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** (Select)

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Court Boice Yes  No   
Commissioner Thomas Huxley Yes  No

Commissioner Susan Gold

Yes  No

Not applicable to Sheriff's Department since they do not have a liaison



## BOARD OF COMMISSION AGENDA REPORT

**Meeting Date:** March 1, 2017

**Prepared by:** Carolyn Johnson, Community Development Director

**Subject:** The South Coast Development Council (SCDC) inventory and evaluation of potential market rents for Curry County owned office space.

**Recommendation:** Adopt the Order with the following motion: "I move to adopt Order \_\_\_\_."

**Summary:** On February 1, 2017, the Board authorized SCDC to inventory County office space, evaluate potential market rent and provide recommendations for appropriate cost and rental terms. SCDC has completed its evaluation (attachment 2) and recommends the following rental rates for the Curry County annex office space:

Upper floor, all offices

\$.50 - .55 per square foot/governmental agencies

\$.55 – .60 per square foot for nonprofit agencies

\$.60 - .65 per square foot for private organizations.

Lower floor, all offices

\$.40 per square foot for governmental agencies

\$.40 per square foot for nonprofit agencies

\$.50 per square foot for private organizations.

SCDC staff will provide oral comments at the March 1 Board meeting to share the methodology and assessment outlined in their report.

Currently the County has rental leases (including utilities) of two upper level rental spaces in the County annex; one to a government agency and the other to a non-profit. The government agency lease includes a rental rate of .25 a square foot. The non-profit lease included at rental rate of .39 a square foot.

No County employee is currently empowered by the Board to undertake rental negotiation or marketing of office space. SCDC is available to market the vacant county office space within the scope of the agreement between their agency and Curry County. The Board should assign a staff member to handle the administration of the referenced County Office space. The Community Development Director Job description includes handling a number of economic development duties for the County and could be

considered. Also for consideration would be the Facilities Director; that job description does not include administration of agreements for lease space; however the position description does have a notation in the job requirements of "Other duties as assigned". In either case, the Board Order (Attachment A) should be clear as to the staff member responsible for handling the administration of future lease agreements.

**Fiscal Impact:** Market rates can be realized with the rental of these office spaces with the rates identified by SCDC and garner the best fiscal outcome for the County.

**Alternative Option:** Do not utilize the recommendations proposed by SCDC. This option would leave open the possibility of the continued rental of office space with substandard rental rates, as previously experienced by the recent rental of two upstairs office units.

**Attachments:**

A – Board Order

B - SCDC report

**Attachment A**

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

Determining that the )  
South Coast Development Council )  
(SCDC) Recommendations for rental rates of ) **ORDER \_\_\_\_\_**  
County Annex office space is to be utilized for )  
Future SCDC Marketing of )  
County Annex office rentals. )

**WHEREAS**, a market analysis of the County Annex building office space value has been completed by the South Coast Development Council.

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

- 1) The following rent shall be required for County Annex office space:  
Upper floor, all offices  
 \$.50 - .55 per square foot/governmental agencies  
 \$.55 – .60 per square foot for non-profit agencies  
 \$.60 - .65 per square foot for private organizations.  
Lower floor, all offices  
 \$.40 per square foot for governmental agencies  
 \$.40 per square foot for nonprofit agencies  
 \$.50 per square foot for private organizations.
- 2) Marketing of the County Annex office space shall be provided by the South Coast Development Council.
- 3) Individuals and agencies seeking to rent County office space shall work with the \_\_\_\_\_ Director to present any proposed lease agreement to the Board for action to lease County Annex office property.

**DATED** this 1<sup>st</sup> day of March, 2017.

**CURRY COUNTY BOARD OF COMMISSIONERS**

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

Approved as to form:

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

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

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

## Attachment B

*The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.*

February 22, 2017

Carolyn Johnson  
Curry County Community Development Director

RE: Office space comps in Gold Beach Oregon and County consideration for renting office space.

Dear Carolyn,

Curry County has expressed interest in leasing out unused office space for government, non-profit, and private use. As per our agreement with the County for Economic Development Services, we have looked at available office space rentals in Gold Beach and have found a wide variation in price per square foot. This report is meant to be coupled with online Google maps - <https://drive.google.com/open?id=11KX6NzLPpYBzV-Te9X7KmlKEfdw&usp=sharing> - and pictures which are hyperinked to various sections.

Below are a number of options for Board information:

Option #1 - All Access Management LLC has several office spaces available at the Gold Beach Village Center on Highway 101 across from Umpqua Bank. Currently the office spaces are around 400sf to 800sf. For the smaller offices, All Access Management charges \$300/mo and for the larger spaces \$450/mo. The average price per sf for these spaces is \$.66sf/mo with water and trash included. Photos of space can be found at this link - <https://drive.google.com/open?id=0Bvl5ruJ1OtXWaxR5aVdDYiM4Z0E>

Option #2 - The Gold Rush Center is currently full but they have smaller spaces of around 400sf that are rented for \$450/mo. Some of their spaces, however, have access to common areas and private restrooms. A basic space is about \$1.13sf/mo while the other options with amenities might run upwards of \$1.25sf/mo.

Option #3 - The Port of Gold Beach currently has an upstairs office for lease that is roughly ~1309sf that overlooks the harbor and ocean. Although the price per sf would vary dependent on use, the Port mentioned that if it was used for office space they would charge roughly \$.65sf/mo without utilities.

Option #4 - The Farmers Insurance Building has roughly 120sf for rent on Hwy 101. Currently they are asking \$300/mo with utilities included. This space has a shared lobby, bathrooms, kitchen area. Modern and upscale finish and amenities which helps to justify the \$2.50sf/mo price. Photos can be found at this link - <https://drive.google.com/open?id=0Bvl5ruJ1OtXWRVA2UHE5dDB0NFk>

◆◆◆◆◆

Sponsor Investors:

Bandon Dunes Golf Resort ◆ Bay Area Hospital ◆ City of Coos Bay ◆ City of North Bend ◆ Coos County  
◆ Coquille Economic Development Corporation ◆ Curry County ◆ Jordan Cove Energy ◆ Oregon International Port of Coos Bay ◆  
◆ Southwest Oregon Regional Airport ◆



50 Central Avenue, Suite A  
Coos Bay, OR 97420  
541 266-9753  
[www.scdcinc.org](http://www.scdcinc.org)

*The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.*



west end of the space which has a window pass-through to the hallway of the building granting it greater visibility for a tenant and would work well for a admin or greeter to the offices. Dependent on use this space could fetch around \$.50-\$.55sf for a government organization, \$.55-\$.60sf for a nonprofit and \$.60-\$.65sf for a private organization.

50 Central Avenue, Suite A  
Coos Bay, OR 97420  
541 266-9753  
www.scdcinc.org

Although these sections are similar on the first floor, some spaces feel chopped up and crowded. Also, the vacant CCH offices are far more visible from Moore and Colvin streets which garner a higher price per sf. Although the County might want to separately lease out these spaces it would be ideal to lease out the vacant space to another organization that could use the space to draw people into the building.

#### Ground Floor:

The ground floor of the Curry County Annex was also divided into four sections. The "blue" section currently houses the planning and building offices. This space is a large but narrow area that is currently filled with several cubicles and decades of archives. This section has limited windows which face east and allow for some natural light to come into the area. If needed this section could be subdivided to provide for separate leasable spaces. Across the hall, the building department office is located within a smaller space that has a pass-through window which faces the hall area and a kitchen/break area located within. This space also has several windows which face north and east and is a separate self-contained office. Dependent on use this section could charge around \$0.45sf for a government organization, \$0.50sf for a nonprofit, and around \$0.55sf for a private organization.

This floor has two remaining usable sections. The "green" section currently houses the surveyor's offices and storage, and the "yellow" section is currently home to the Blue meeting room area with storage. The surveyor area is small and cramped and does not currently have any windows in the space. Although it is conveniently located by the southwestern stairwell and south entrance to the ground floor. Dependent on use this section could charge around \$0.40sf for a government organization, \$0.45sf for a nonprofit, and around \$0.50sf for a private organization. These areas are not the most desirable and it might be best for the County to turn the Blue Meeting area into a free conference/meeting space with smaller conference rooms in the current storage locations.

Although the ground floor of the Curry County Annex is likely to garner a lower price per square foot, it could still be a viable option for a community area or incubator/Coworking/meeting space or shelter for the community.



#### Sponsor Investors:

Bandon Dunes Golf Resort ♦ Bay Area Hospital ♦ City of Coos Bay ♦ City of North Bend ♦ Coos County  
♦ Coquille Economic Development Corporation ♦ Curry County ♦ Jordan Cove Energy ♦ Oregon International Port of Coos Bay ♦  
♦ Southwest Oregon Regional Airport ♦

*The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.*



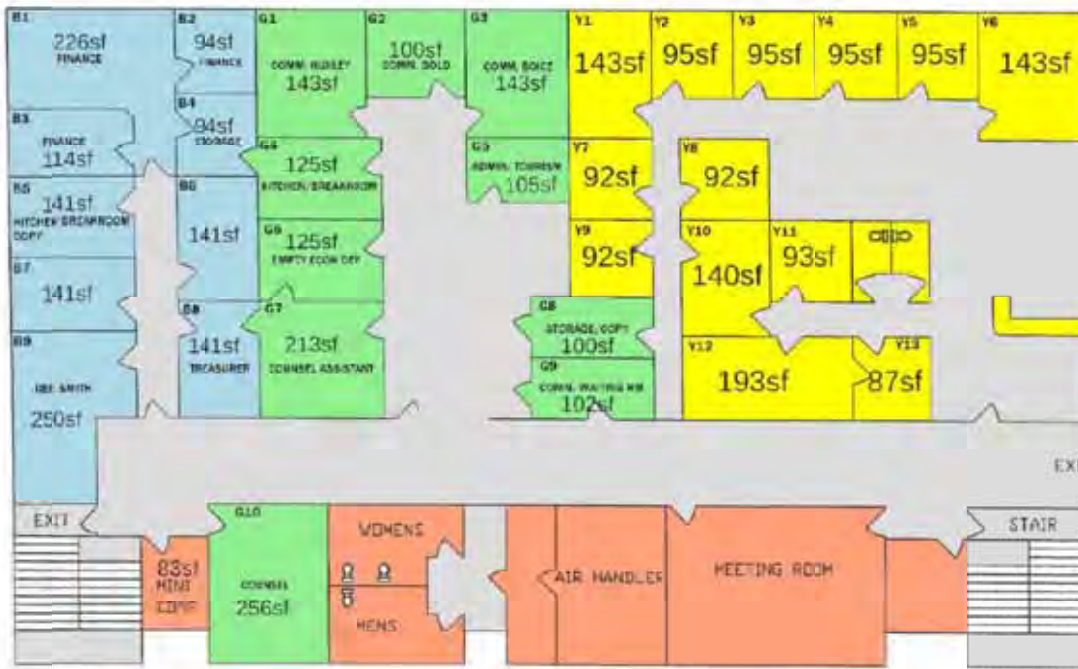
**Conclusion:**

The first floor of the Curry County Annex is full of viable office space. The vacant CCH offices are currently the most valuable and visible for a prospective tenant. The current BOC and Finance offices are also valuable. The ground floor also has some viable space; however, this space, as rough as it is, might be best for archive or community rooms for coworking and/or meeting space. The ground floor might also be an opportunity for the County to partner with the Southwestern Oregon Community College to provide classroom space and maybe create an intern program that could help the county digitize its records and make them available to the public. Since the County would be providing full-service leases which include all utilities except phone and internet these spaces can ask a slightly higher price than the other comparable offices in the area.

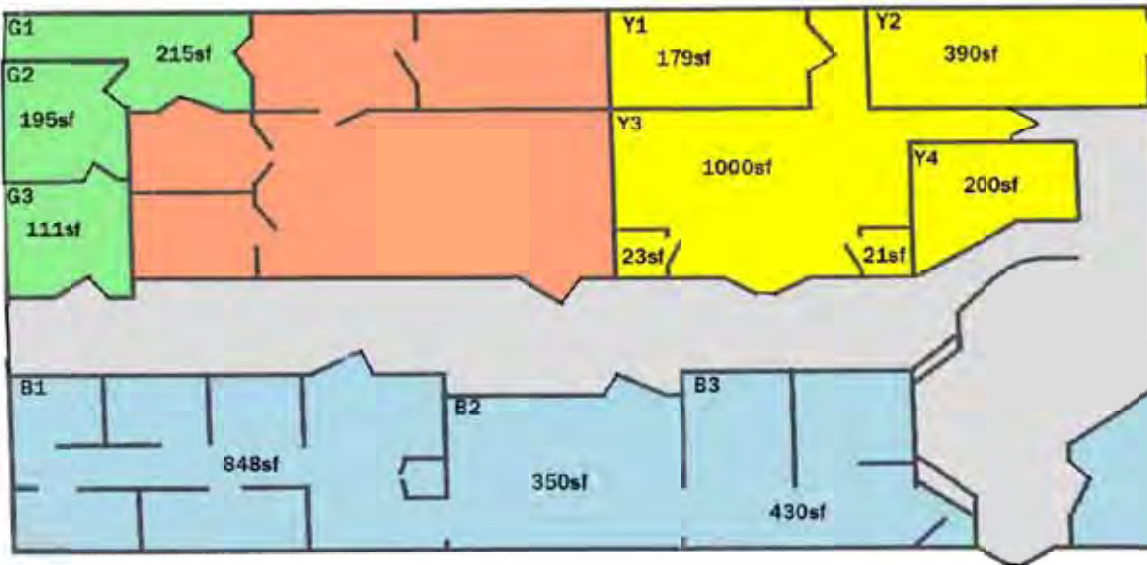
50 Central Avenue, Suite A  
Coos Bay, OR 97420  
541 266-9753  
[www.scdcinc.org](http://www.scdcinc.org)

Attached to this report are excel workbooks with spaces outlined and pictures which are hyperlinked for better viewing.











FIRST FLOOR FLOORPLAN - ANNEX



GROUND FLOOR FLOORPLAN - ANNEX

South Coast Development Council  
 Curry County Annex Office Space First Floor  
 Full Service Lease Rates - (G) Government (N) Non-Profit (P) Private

Picture	Section Number	Secondary Picture Hyperlinks	Approx. Square Feet	G	N	P
	B1	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWdDVTdkVTNHJnS28">https://drive.google.com/open?id=0BvI5ruJ1OtXWdDVTdkVTNHJnS28</a>	226	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B2	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWM2hgTGtPaURtMzQ">https://drive.google.com/open?id=0BvI5ruJ1OtXWM2hgTGtPaURtMzQ</a>	94	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B3	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWc2tLZTV3U0IRTDA">https://drive.google.com/open?id=0BvI5ruJ1OtXWc2tLZTV3U0IRTDA</a>	114	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B4	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWZ1JybzFrank2a3c">https://drive.google.com/open?id=0BvI5ruJ1OtXWZ1JybzFrank2a3c</a>	94	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B5	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWczRDZFZsMEp3d2c">https://drive.google.com/open?id=0BvI5ruJ1OtXWczRDZFZsMEp3d2c</a>	141	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B6	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWVv81X1VqZ04zMTQ">https://drive.google.com/open?id=0BvI5ruJ1OtXWVv81X1VqZ04zMTQ</a>	141	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B7	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWZm42SIZ1VUVpYVv">https://drive.google.com/open?id=0BvI5ruJ1OtXWZm42SIZ1VUVpYVv</a>	141	\$ .50-.55	\$ .55-.60	\$ .60-.65
	B8	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWNkRkLU9IYidTZ1k">https://drive.google.com/open?id=0BvI5ruJ1OtXWNkRkLU9IYidTZ1k</a>	141	\$ .50-.55	\$ .55-.60	\$ .60-.65

Bandon Dunes Golf Resort - Bay Area Hospital - City of Coos Bay - City of North Bend - Coos County  
 Coquille Economic Development Corporation - Curry County - Jordan Cove Energy  
 Oregon International Port of Coos Bay - Southwest Oregon Regional Airport

South Coast Development Council  
 Curry County Annex Office Space Ground Floor  
 Full Service Lease Rates - (G) Government (N) Non-Profit (P) Private

Picture	Section Number	Secondary Picture Hyperlinks	Approx. Square Feet	G	N	P
	G1	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXW5G9WVml4YTlnbTQ">https://drive.google.com/open?id=0BvI5ruJ1OtXW5G9WVml4YTlnbTQ</a>	215	\$0.40	\$0.45	\$0.50
	G2	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXWdy04QXRvaW9DOTA">https://drive.google.com/open?id=0BvI5ruJ1OtXWdy04QXRvaW9DOTA</a>	195	\$0.40	\$0.45	\$0.50
	G3	<a href="https://drive.google.com/open?id=0BvI5ruJ1OtXW5VJUOW5CLXptTGM">https://drive.google.com/open?id=0BvI5ruJ1OtXW5VJUOW5CLXptTGM</a>	111	\$0.40	\$0.45	\$0.50

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Consider termination of Assistant County Outside Counsel Contract

**AGENDA DATE<sup>a</sup>:** 03/01/2017 **DEPARTMENT:** Counsel **TIME NEEDED:** 10 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** John Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 02/22/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** County Counsel contracts for assistant county counsel on call for a cost of \$2000 per month with 18 hours per week service. The contract is terminable at any time upon written notice, and upon notice, all activities shall cease immediately unless directed. If the Board opts to terminate, County Counsel recommends providing one week to wind up activities and transfer files.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

- (1)None
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:  
Address:  
City/State/Zip:

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Administrative Actions

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Resolution Setting a date for a Hearing for Annexation of Property into Harbor Sanitary District - Fed EX property in Harbor, Oregon

**AGENDA DATE<sup>a</sup>:** 03-01-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** J. Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 02-13-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Petition Submitted for Annexation of a Single Parcel of Land to a Special District by Landowner, setting a hearing date of 3-15-17 (notice to petitioner and affected district)

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Resolution

- (1)Resolution
- (2)Petition Packet

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name: Brenda Starbird

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail) This document contains a page that is not legible.

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes  No   
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes  No  N/A   
Comment:
3. If job description, Salary Committee reviewed: Yes  No  N/A
4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Administrative Actions

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

Not applicable to Sheriff's Department since they do not have a liaison

BOARD OF COMMISSIONERS  
COUNTY OF CURRY  
STATE OF OREGON

In the Matter of the Annexation of  
Certain Territory into the Harbor Sanitary  
District.

Petition for Annexation of a  
Single Parcel of Land to a  
Special District by Landowner.

1. I, the undersigned petitioner, do hereby petition the Curry County Board of Commissioners to initiate proceedings for the annexation of a single parcel of land to the Harbor Sanitary District, located entirely within Curry County, pursuant to ORS 198.857.
2. The Principal Act concerning the District is to set forth at ORS Chapter 4 78.
3. Petitioner is the Landowners of the parcel of Land proposed for annexation to the district as indicated by their signature below.
4. A legal description and a map outlining the boundaries of the parcel of land proposed to be annexed to the district are attached to this petition.
5. The parcel of land proposed to be included in the district does not include any territory within a city.
6. The parcel of land proposed to be annexed to the district does not include any territory included within another district formed under the same principal act.
7. The parcel of land proposed for annexation will be served by the facilities and services of the district.

I, the owner of the Parcel of Land proposed for annexation, request annexation as presented in this petition. In witness thereof, I have signed this petition on this day of FEB.

[Signature] 2-29-16  
Landowner (Signature) Date

112 E ST. SALIDA, CO 81201  
(Address)

719.539.6060  
Phone Number:

ENDORSEMENT OF THE HARBOR SANITARY DISTRICT.

This petition was presented to the Harbor Sanitary District Board for approval. The District Board, by this indorsement hereby approves of the petition and the proposed annexation into the District.

Ralph Martin  
By

Ralph Martin 3-8-2016  
District Board Chair Date

PROPERTY DESCRIPTION

Property described in Instrument No. 2014-02642, Exhibit B dated August 29, 2014 in Deed of Records, Curry County, Oregon.

More particularly described as:

That certain tract of land lying in the Edward O'Loughlin Donation Land Claim No. 42, in Section 9, Township 41 South, Range 13 West of the Willamette Meridian, in Curry County, Oregon, described as follows:

Beginning at an iron pipe driven on the Easterly boundary of the Oregon Coast Highway at a point 932.1 feet South and 944.0 feet West of an iron bar marking the Southeast corner of the Hiram Tuttle Donation Land Claim No. 38;

thence, following said Easterly highway boundary, South 41°38'00" East 1176.5 feet to an iron pipe;  
thence North 50°20'00" East 522.4 feet to an iron pipe;  
thence North 32°16'00" West 556.9 feet to an iron pipe;  
thence North 53°24'00" West 108.0 feet to an iron pipe;  
thence North 89°14'00" West 799.5 feet to the place of beginning;

EXCEPTING from the above described tract an easement for right-of-way purposes over a strip of land 20 feet in width lying adjacent to and North of the South side of the above described tract.

EXCEPTING THEREFROM that parcel of land conveyed to E.O. Edson and Marie Edson, husband and wife recorded February 21, 1955, in Deed Volume 44, Page 117, Official Records of Curry County, Oregon.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to the State of Oregon, by and through its State Highway Commission, recorded March 30, 1970, in Book of Records 14, Page 354, Official records of the Curry County, Oregon.

ALSO EXCEPTING THEREFROM a parcel of land lying in the Edward O'Laughlin Donation Land Claim No. 42 and being in the Southwest Quarter of the Northeast Quarter of Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

A strip of land 15.00 feet in width lying Southerly and Easterly of the Southerly and Easterly boundary of that parcel of land conveyed to E.O. Edson and Marie Edson, husband and wife, recorded February, 21, 1955 in Deed Volume 44, Page 117, Official Records of Curry County, Oregon.

The sidelines of the above described strip shall be lengthened or shortened to terminate on the Easterly right of way of the Oregon Coast Highway U.S. 101 and the Southerly right of way of East Benham Lane.

ALSO EXCEPTING THEREFROM a parcel of land lying in the Edward O'Laughlin Donation Land Claim No. 42 and being in the Southwest Quarter of the Northeast Quarter of Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

A strip of land 45.00 feet in width lying Southerly and Easterly of the Southerly and Easterly boundary of that parcel of land conveyed to JADA INVESTMENTS - ENGLISH VILLAGE, LLC, recorded May 08, 2014 in Instrument 2014-1323, Official Records of Curry County, Oregon.

The sidelines of the above described strip shall be lengthened or shortened to terminate on the Easterly right of way of the Oregon Coast Highway U.S. 101 and the Southerly right of way of East Benham Lane.



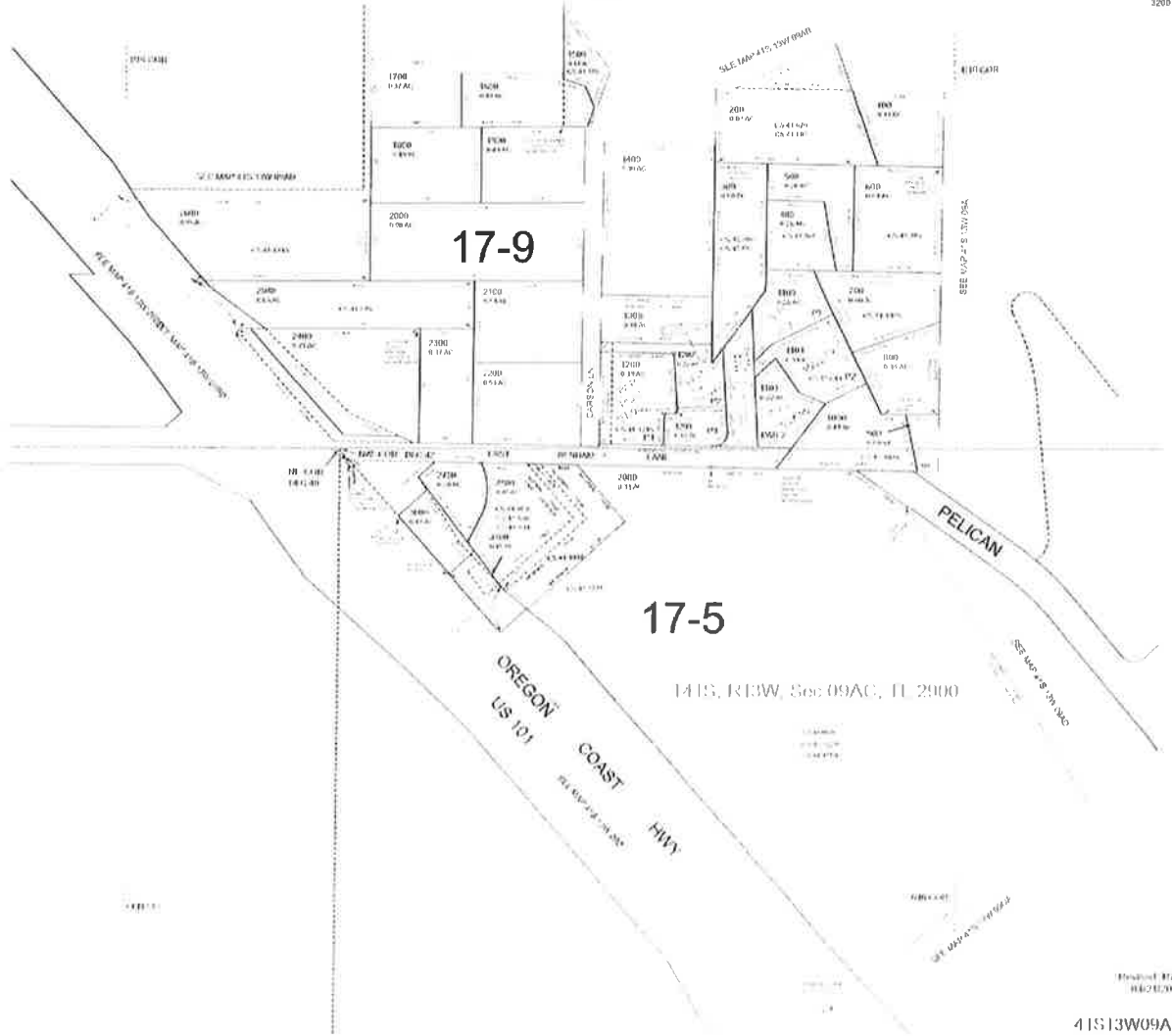
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY



S.W. 1/4 N.E. 1/4 SEC. 9 T.41S. R.13W. W.M.  
CURRY COUNTY  
1" = 100'

41S13W09AC

Cancelled  
3200



Measured BY  
06/21/2015

41S13W09AC

# EAST BENHAM LANE

N89°02'17"W 435.53'

TENTATIVE BOUNDARY ADJUSTMENT  
HARDER-DIESSLIN DEVELOPMENT  
GROUP, LLC

PARCEL BEING ADJUSTED IS LOCATED IN  
EDWARD O'LAUGHLIN DONATION LAND CLAIM NO. 42,  
SECTION 4, TOWNSHIP 41 SOUTH, RANGE 13 WEST,  
WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON

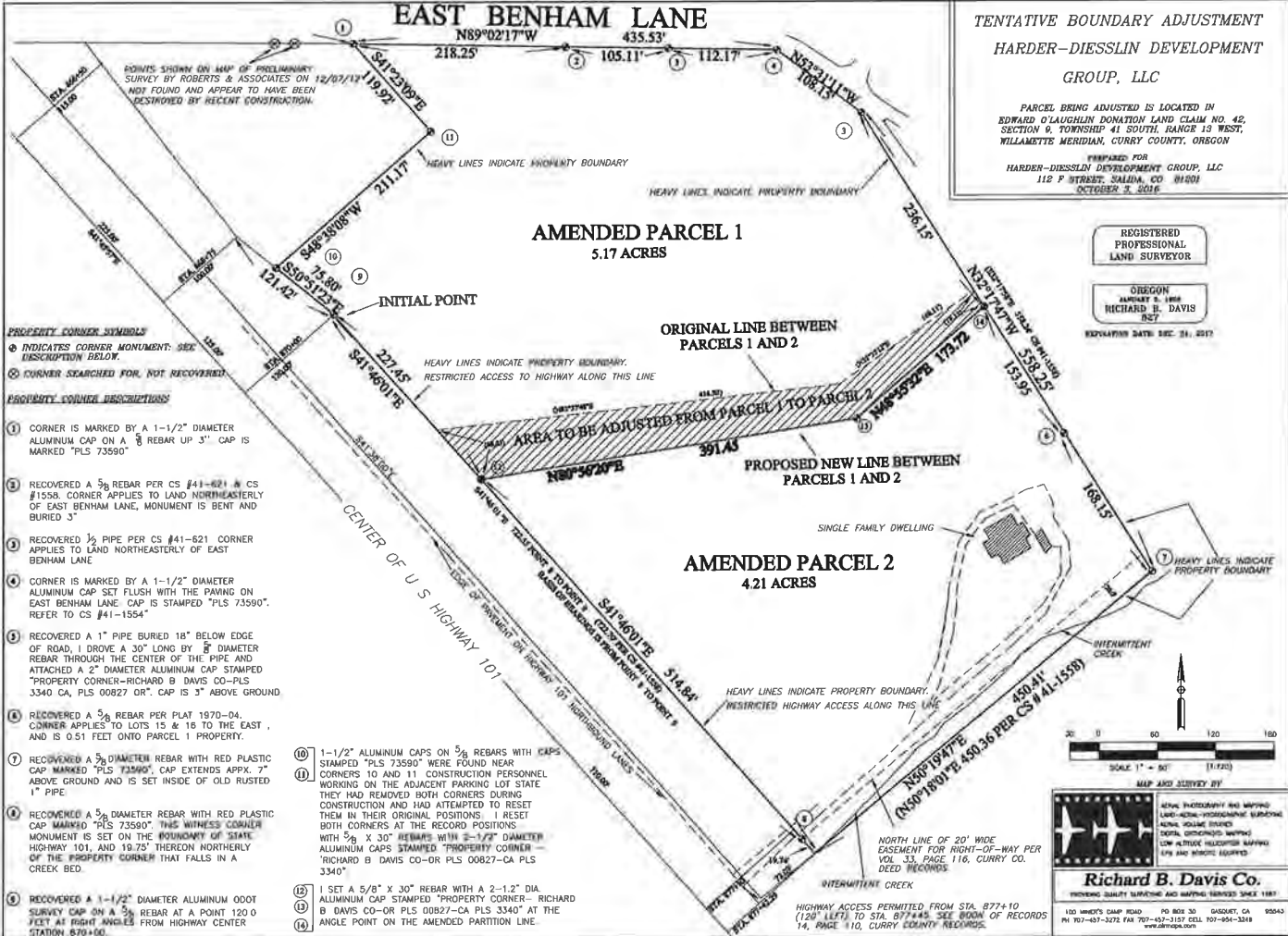
PREPARED FOR  
HARDER-DIESSLIN DEVELOPMENT GROUP, LLC  
112 F STREET, SALIDA, CO 81601  
OCTOBER 3, 2016

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
APPOINTED BY  
RICHARD B. DAVIS  
DET  
EXPIRES DATE DEC. 31, 2017

AMENDED PARCEL 1  
5.17 ACRES

AMENDED PARCEL 2  
4.21 ACRES



**PROPERTY CORNER SYMBOLS**  
 (1) INDICATES CORNER MONUMENT; SEE DESCRIPTION BELOW.  
 (2) CORNER SEARCHED FOR, NOT RECOVERED

**PROPERTY CORNER DESCRIPTIONS**

- (1) CORNER IS MARKED BY A 1-1/2" DIAMETER ALUMINUM CAP ON A 3/8 REBAR UP 3". CAP IS MARKED "PLS 73590"
- (2) RECOVERED A 5/8 REBAR PER CS #41-621 & CS #1558. CORNER APPLIES TO LAND NORTHEASTERLY OF EAST BENHAM LANE. MONUMENT IS BENT AND BURIED 3"
- (3) RECOVERED 1/2 PIPE PER CS #41-621 CORNER APPLIES TO LAND NORTHEASTERLY OF EAST BENHAM LANE
- (4) CORNER IS MARKED BY A 1-1/2" DIAMETER ALUMINUM CAP SET FLUSH WITH THE PAVING ON EAST BENHAM LANE. CAP IS STAMPED "PLS 73590". REFER TO CS #41-1554"
- (5) RECOVERED A 1" PIPE BURIED 18" BELOW EDGE OF ROAD. I DROVE A 30" LONG BY 3/8" DIAMETER REBAR THROUGH THE CENTER OF THE PIPE AND ATTACHED A 2" DIAMETER ALUMINUM CAP STAMPED "PROPERTY CORNER-RICHARD B DAVIS CO-PLS 3340 CA, PLS 00827 OR". CAP IS 3" ABOVE GROUND
- (6) RECOVERED A 5/8 REBAR PER PLAT 1870-04. CORNER APPLIES TO LOTS 15 & 16 TO THE EAST, AND IS 0.51 FEET ONTO PARCEL 1 PROPERTY.
- (7) RECOVERED A 3/8" DIAMETER REBAR WITH RED PLASTIC CAP MARKED "PLS 73590". CAP EXTENDS APPX. 7" ABOVE GROUND AND IS SET INSIDE OF OLD RUSTED 1" PIPE
- (8) RECOVERED A 5/8" DIAMETER REBAR WITH RED PLASTIC CAP MARKED "PLS 73590". THIS WITNESS CORNER MONUMENT IS SET ON THE BOUNDARY OF STATE HIGHWAY 101, AND 19.75' THERON NORTHERLY OF THE PROPERTY CORNER THAT FALLS IN A CREEK BED.
- (9) RECOVERED A 1-1/2" DIAMETER ALUMINUM ODOT SURVEY CAP ON A 5/8 REBAR AT A POINT 120.0 FEET AT RIGHT ANGLES FROM HIGHWAY CENTER STATION 870+50.
- (10) 1-1/2" ALUMINUM CAPS ON 5/8 REBARS WITH CAPS STAMPED "PLS 73590" WERE FOUND NEAR CORNERS 10 AND 11 CONSTRUCTION PERSONNEL WORKING ON THE ADJACENT PARKING LOT STATE THEY HAD REMOVED BOTH CORNERS DURING CONSTRUCTION AND HAD ATTEMPTED TO RESET THEM IN THEIR ORIGINAL POSITIONS. I RESET BOTH CORNERS AT THE RECORD POSITIONS WITH 5/8 X 30" REBARS WITH 2-1/2" DIAMETER ALUMINUM CAPS STAMPED "PROPERTY CORNER - RICHARD B DAVIS CO-OR PLS 00827-CA PLS 3340"
- (11) I SET A 5/8" X 30" REBAR WITH A 2-1/2" DIA ALUMINUM CAP STAMPED "PROPERTY CORNER- RICHARD B DAVIS CO-OR PLS 00827-CA PLS 3340" AT THE ANGLE POINT ON THE AMENDED PARTITION LINE.

MAP AND SURVEY BY

**Richard B. Davis Co.**  
 PROVIDING QUALITY SURVEYING AND MAPPING SERVICES SINCE 1987  
 100 WHEAT CAMP ROAD PO BOX 30 GASTON, CA 95024  
 PH 707-437-3272 FAX 707-437-3187 CELL 707-954-3318  
 WWW.RICHARD-DAVIS.COM

AFTER RECORDING, RETURN TO:  
Chris Keusink, Attorney at Law  
P.O. Box 1814  
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:  
Harder-Diesslin Development Group, LLC  
112 F Street  
Salida, CO 81201

**STATUTORY WARRANTY DEED**

**(ORS 93.850)**

Harder-Diesslin Development Group, LLC,, with an address of 112 F Street, Salida, CO 81201 (“Grantor”), conveys and warrants to Harder-Diesslin Development Group, LLC, whose address is 112 F Street, Salida, CO 81201, (“Grantee”), the following described real property (the “Property”) free of encumbrances, except as specifically set forth herein:

Land in Curry County, Oregon, described more particularly as follows:

See Exhibit A, attached hereto and incorporated by reference herein.

SUBJECT TO: the encumbrances described in Exhibit A, attached hereto.

The true consideration for this conveyance is \$0; however, the actual consideration consists of or includes other value given, which is the whole consideration. This deed is to reflect a property line adjustment.

This transfer is to reflect a boundary adjustment filed in the Curry County Survey Records on January 12, 2017, as County Survey No. 41-1739.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 6 day of February, 2017.

Grantor

By:

[Signature]

Walt Harder

Managing Director of Harder-Diesslin Development Group, LLC

STATE OF COLORADO

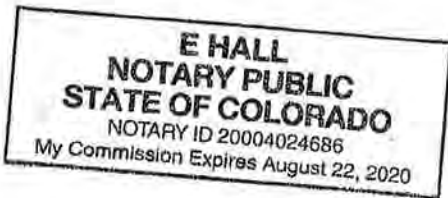
COUNTY OF Ft. Ross

}

ss.

The foregoing instrument was acknowledged before me on this 6 day of February, 2017, by Harder-Diesslin Development Group, LLC, who acknowledged such instrument to be their free and voluntary act and deed, and on oath stated that they were duly authorized to execute such instrument.

for Walt Harder as managing Director of



[Signature]

Printed Name: E Hall

Notary Public in and for the State of Colorado

## EXHIBIT "A"

### Legal Description Describing Amended PARCEL 2 of Harder-Diesslin Partition Plat

**# 2016-04, Instrument # 2016-3686, in Curry County, Oregon**

That certain tract of land lying in the Edward O'Loughlin Donation Land Claim #42, in Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

**PARCEL 2** as said Parcel is shown on the Harder-Diesslin Partition Plat #2016-04, Curry County Instrument # 2016-3686, containing 4.76 acres.

**EXCEPTING THEREFROM**, that portion of PARCEL 2 of said Partition Plat described as follows:

**Beginning at the Northwest corner of said Parcel 2 and running:**

1. Thence South 41 degrees 46 minutes 01 seconds East along the Southwesterly line of Parcel 2 a distance of 68.05 feet;
2. Thence North 80 degrees 56 minutes 20 seconds East along the new boundary line between amended Parcels 1 and 2 a distance of 391.45 feet to an angle point thereon;
3. Thence continuing along the amended boundary line North 48 degrees 55 minutes 32 seconds East a distance of 173.72 feet to a point on the Easterly line of Partition Plat 2016-04;
4. Thence North 32 degrees 17 minutes 47 seconds West along said line a distance of 19.15 feet to the original corner between Parcels 1 and 2;
5. Thence South 55 degrees 35 minutes 12 seconds West 168.11 along the original boundary line between Parcels 1 and 2 to an angle point thereon;
6. Thence continuing along said original boundary line between Parcels 1 and 2 South 83 degrees 37 minutes 48 seconds West for a distance of 416.50 feet to the Point of Beginning.

Containing 0.55 acre.

The combined total acreage of amended Parcel 2 will now be **4.21** acres.

All other data, boundaries and conditions described on the referenced Partition Plat remain unchanged. A Survey Map showing the graphic configuration of the 4.21 acres described above is on file with the Curry County Surveyor as County Survey #41-1739.

AFTER RECORDING, RETURN TO:  
Chris Keusink, Attorney at Law  
P.O. Box 1814  
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:  
Harder-Diesslin Development Group, LLC  
112 F Street  
Salida, CO 81201

## **STATUTORY WARRANTY DEED**

**(ORS 93.850)**

Harder-Diesslin Development Group, LLC,, with an address of 112 F Street, Salida, CO 81201 (“Grantor”), conveys and warrants to Harder-Diesslin Development Group, LLC, whose address is 112 F Street, Salida, CO 81201, (“Grantee”), the following described real property (the “Property”) free of encumbrances, except as specifically set forth herein:

Land in Curry County, Oregon, described more particularly as follows:

See Exhibit A, attached hereto and incorporated by reference herein.

SUBJECT TO: the encumbrances described in Exhibit A, attached hereto.

The true consideration for this conveyance is \$0; however, the actual consideration consists of or includes other value given, which is the whole consideration. This deed is to reflect a property line adjustment.

This transfer is to reflect a boundary adjustment filed in the Curry County Survey Records on January 12, 2017, as County Survey No. 41-1739.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 6 day of February, 2017.

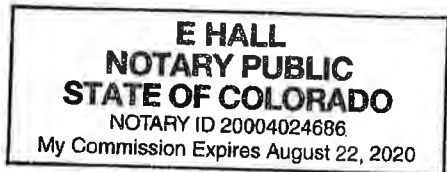
**Grantor**

By: [Signature]  
Walt Harder  
Managing Director of Harder-Diesslin  
Development Group, LLC

STATE OF COLORADO }  
COUNTY OF El Paso } ss.

The foregoing instrument was acknowledged before me on this 6 day of February, 2017, by Harder-Diesslin Development Group, LLC, who acknowledged such instrument to be their free and voluntary act and deed, and on oath stated that they were duly authorized to execute such instrument.

[Signature] Walt Harder as Managing Director of



[Signature]  
Printed Name: E Hall  
Notary Public in and for the  
State of Colorado

## EXHIBIT "A"

### Legal Description Describing Amended PARCEL 1 of Harder-Diesslin Partition Plat

# 2016-04, Instrument # 2016-3686, in Curry County, Oregon

That certain tract of land lying in the Edward O'Loughlin Donation Land Claim #42, in Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

**PARCEL 1** as said Parcel is shown on the Harder-Diesslin Partition Plat #2016-04, Curry County Instrument #2016-3686, containing 4. 62 acres.

**ALSO**, that portion of PARCEL 2 of said Partition Plat described as follows;

Beginning at the Southwest corner of said Parcel 1 and running:

1. Thence South 41 degrees 46 minutes 01 seconds East along the Southwesterly line of Parcel 2 a distance of 68.05 feet;
2. Thence North 80 degrees 56 minutes 20 seconds East along the new boundary line between amended Parcels 1 and 2 a distance of 391.45 feet to an angle point thereon;
3. Thence continuing along the amended boundary line North 48 degrees 55 minutes 32 seconds East a distance of 173.72 feet to a point on the Easterly line of Partition Plat 2016-04;
4. Thence North 32 degrees 17 minutes 47 seconds West along said line a distance of 19.15 feet to the original corner between Parcels 1 and 2;
5. Thence South 55 degrees 35 minutes 12 seconds West 168.11 along the original boundary line between Parcels 1 and 2 to an angle point thereon;
6. Thence continuing along said original boundary line between Parcels 1 and 2 South 83 degrees 37 minutes 48 seconds West for a distance of 416.50 feet to the Point of Beginning.

Containing 0.55 acre.

The combined total acreage of amended Parcel 1 will now be 5.17 acres.

All other data, boundaries, and conditions described on said Partition Plat remain unchanged. A Survey Map showing the graphic configuration of the 5.21 acres described above is on file with the Curry County Surveyor as County Survey #41-1739.



### Curry County Title

937 Chetco Ave., Bldg. C  
P.O. Box 1363  
Brookings, OR 97415  
(541) 469-2101  
(541) 469-9509 Fax  
(888) 355-8106 Toll Free

Email: [documents@currycountytile.com](mailto:documents@currycountytile.com)

Underwritten by: Old Republic National Title Insurance Company

#### BROOKINGS ESCROW

Seller: Shafer Trust  
Buyer: FXG Brookings, LLC

February 11, 2016

2<sup>nd</sup> Supplemental to add ALTA 2 and ALTA 3  
Exceptions.

Eagle Two Realty  
LeRoy Blodgett  
98158 W. Benham Ln.  
Brookings, OR 97415

Proposed Insured

First Bank and Trust Company of Illinois,  
As administrative agent for lenders, and  
its successors and assigns

Escrow Officer: : Trish Garvin  
Title Number : 81480B  
Title Officer : Bryan Little

#### PRELIMINARY REPORT FOR OWNERS POLICY

Liability	\$1,000,000.00
Premiums	\$ 2,100.00
City Lien	\$ 20.00
	\$ 50.00 Taxes
	\$ 50.00 Location
	\$ 25.00 per Utility Access

#### ALTA MORTGAGEES POLICY

\$3,240,000.00
\$ 5,098.00
\$ 1,000.00 Zoning End.
\$ 500.00 First Loss
\$ 546.00 8.1 Commercial End.
\$ 250.00 Restrictions
\$ 125.00 Access
\$ 100.00 Alta 9, 116 End.
\$ 100.00 Survey
\$ 50.00 Future Advance

We are prepared to issue title insurance in the form and amount shown above. This Report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid. The land hereinafter described is:

See Exhibit A attached hereto and made a part hereof.

and as of February 8, 2016 at 5:00 p.m., the title is vested as fee simple in:

MARJORIE RAE REYNOLDS, SUCCESSOR TRUSTEE of the SHAFER FAMILY TRUST, dated February 17, 2001

Preliminary Report: 81480B

Page 1

READ, ACCEPTED AND APPROVED BY: <i>[Signature]</i>
DATED <i>X</i> 2-26-16

**The policy shall be issued subject to the usual printed exceptions, conditions, stipulations and exclusions from coverage appearing in such policy form and the following:**

1. Rights of the public in and to any portion lying within the limits of public roadways, if any, and/or right of private parties over any portion lying within existing roadways or driveways not disclosed by the public records.
2. Easement, including the terms and provisions thereof;  
Recorded : May 17, 1948 DV: 33 Page: 116
3. Limited access in deed to State of Oregon, by and through its Department of Transportation, Highway Department, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property;  
Recorded : March 3, 1970 BR: 14 Page: 110  
Recorded : March 30, 1970 BR: 14 Page: 354
4. Easement, including the terms and provisions thereof;  
Recorded : July 19, 1977 BR: 53 Page: 74  
In Favor of : Coos-Curry Electric Cooperative, Inc.
5. Measure #37 Claim Order No. 12614, including the terms and provisions thereof;  
Recorded : June 20, 2007 Inst. #2007-3426
6. Measure #49 Order No. 12925, including the terms and provisions thereof;  
Recorded : September 22, 2008 Inst. #2008-4192
7. Easement, including the terms and provisions thereof;  
Recorded : August 29, 2014 Inst. #2014-2643
8. City liens, if any, for the City of Harbor Sanitary District.
9. Proof that there are no parties in possession, or claiming to be in possession, other than herein vestees.
10. Any statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for workmen's compensation, which have now gained or hereafter may gain priority over the lien of the insured mortgage, which liens do not now appear of record. In the case of construction (new or old) this exception will remain on the policy. It can be endorsed off after the statutory lien period has run after a valid completion notice has been posted and recorded.

(continued)

NOTE: We need to see the operating agreement for "HARDER-DIESSLEN DEVELOPMENT GROUP, LLC", we must be provided with an acceptable copy of the corporate minutes/limited liability company minutes, designating authorized signers and their powers.

NOTE: Taxes for the year 2015-2016 in the amount of \$1,772.79 paid in full. Map No. 41-13-09AC, Tax Lot No. 2900 (R14658)

NOTE: We find no judgments or United States Internal Revenue Liens against: FXG BROOKINGS, LLC.

Prepared by:

*Bryan Little* for:  
Bryan Little  
Title Officer

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

In the Matter of a Resolution	)	
Setting a Hearing on a Petition	)	
For Annexation to the Harbor	)	RESOLUTION
Sanitary District	)	
Pursuant to ORS 198.857 for	)	
Owner Walt Harder (Fed Ex)	)	

**WHEREAS**, Walt Harder submitted to the Board of Curry County Commissioners on or around February 13, 2017, a fully completed petition for annexation to the Harbor Sanitary District; and

**WHEREAS**, the petition was filed pursuant to ORS 198.857; and

**WHEREAS**, the property that is the subject of the petition is described on the attached Exhibit “A” which is incorporated by reference; and

**WHEREAS**, the petition meets the requirements of ORS 198.857 and ORS Chapter 198, and is otherwise sufficient under the Principal Act; and

**WHEREAS**, ORS 198.857 requires the County Board to set a hearing on the petition not sooner than 20 days nor later than 50 days after the date on which the petition is filed;

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS RESOLVES THAT:**

- 1) A hearing on the petition for annexation of the property described on the attached Exhibit “A” into the Harbor Sanitary District will be held on Wednesday, March 15, 2017 at 11:00A.M. in the Commissioners’ Hearing Room, Courthouse Annex, 94235 Moore Street, Gold Beach, Oregon 97444.
- 2) Written notice of the hearing shall be mailed to the petitioners and to the board of the affected district in accordance with ORS 198.857(3).

DATED this 1<sup>st</sup> day of March, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

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Thomas Huxley, Chair

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Sue Gold, Vice Chair

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Court Boice, Commissioner

Approved as to Form:

John Huttl  
Curry County Legal Counsel

## EXHIBIT "A"

### PROPERTY DESCRIPTION

Property described in Instrument No. 2014-02642, Exhibit B dated August 29, 2014 in Deed of Records, Curry County, Oregon.

More particularly described as:

That certain tract of land lying in the Edward O'Loughlin Donation Land Claim No. 42, in Section 9, Township 41 South, Range 13 West of the Willamette Meridian, in Curry County, Oregon, described as follows:

Beginning at an iron pipe driven on the Easterly boundary of the Oregon Coast Highway at a point 932.1 feet South and 944.0 feet West of an iron bar marking the Southeast corner of the Hiram Tuttle Donation Land Claim No. 38;

thence, following said Easterly highway boundary, South 41°38'00" East 1176.5 feet to an iron pipe;

thence North 50°20'00" East 522.4 feet to an iron pipe;

thence North 32°16'00" West 556.9 feet to an iron pipe;

thence North 53°24'00" West 108.0 feet to an iron pipe;

thence North 89°14'00" West 799.5 feet to the place of beginning;

EXCEPTING from the above described tract an easement for right-of-way purposes over a strip of land 20 feet in width lying adjacent to and North of the South side of the above described tract.

EXCEPTING THEREFROM that parcel of land conveyed to E.O. Edson and Marie Edson, husband and wife recorded February 21, 1955, in Deed Volume 44, Page 117, Official Records of Curry County, Oregon.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to the State of Oregon, by and through its State Highway Commission, recorded March 30, 1970, in Book of Records 14, Page 354, Official records of the Curry County, Oregon.

ALSO EXCEPTING THEREFROM a parcel of land lying in the Edward O'Laughlin Donation Land Claim No. 42 and being in the Southwest Quarter of the Northeast Quarter of Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

A strip of land 15.00 feet in width lying Southerly and Easterly of the Southerly and Easterly boundary of that parcel of land conveyed to E.O. Edson and Marie Edson, husband and wife, recorded February, 21, 1955 in Deed Volume 44, Page 117, Official Records of Curry County, Oregon.

The sidelines of the above described strip shall be lengthened or shortened to terminate on the Easterly right of way of the Oregon Coast Highway U.S. 101 and the Southerly right of way of East Benham Lane.

ALSO EXCEPTING THEREFROM a parcel of land lying in the Edward O'Laughlin Donation Land Claim No. 42 and being in the Southwest Quarter of the Northeast Quarter of Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

A strip of land 45.00 feet in width lying Southerly and Easterly of the Southerly and Easterly boundary of that parcel of land conveyed to JADA INVESTMENTS - ENGLISH VILLAGE, LLC, recorded May 08, 2014 in Instrument 2014-1323, Official Records of Curry County, Oregon.

The sidelines of the above described strip shall be lengthened or shortened to terminate on the Easterly right of way of the Oregon Coast Highway U.S. 101 and the Southerly right of way of East Benham Lane.

## EXHIBIT "A"

### Legal Description Describing Amended PARCEL 1 of Harder-Diesslin Partition Plat

**# 2016-04, Instrument # 2016-3686, in Curry County, Oregon**

That certain tract of land lying in the Edward O'Loughlin Donation Land Claim #42, in Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

**PARCEL 1** as said Parcel is shown on the Harder-Diesslin Partition Plat #2016-04, Curry County Instrument #2016-3686, containing 4.62 acres.

**ALSO**, that portion of **PARCEL 2** of said Partition Plat described as follows;

Beginning at the Southwest corner of said Parcel 1 and running:

1. Thence South 41 degrees 46 minutes 01 seconds East along the Southwesterly line of Parcel 2 a distance of 68.05 feet;
2. Thence North 80 degrees 56 minutes 20 seconds East along the new boundary line between amended Parcels 1 and 2 a distance of 391.45 feet to an angle point thereon;
3. Thence continuing along the amended boundary line North 48 degrees 55 minutes 32 seconds East a distance of 173.72 feet to a point on the Easterly line of Partition Plat 2016-04;
4. Thence North 32 degrees 17 minutes 47 seconds West along said line a distance of 19.15 feet to the original corner between Parcels 1 and 2;
5. Thence South 55 degrees 35 minutes 12 seconds West 168.11 along the original boundary line between Parcels 1 and 2 to an angle point thereon;
6. Thence continuing along said original boundary line between Parcels 1 and 2 South 83 degrees 37 minutes 48 seconds West for a distance of 416.50 feet to the Point of Beginning.

Containing 0.55 acre.

The combined total acreage of amended Parcel 1 will now be 5.17 acres.

All other data, boundaries, and conditions described on said Partition Plat remain unchanged. A Survey Map showing the graphic configuration of the 5.21 acres described above is on file with the Curry County Surveyor as County Survey #41-1739.

## EXHIBIT "A"

### Legal Description Describing Amended PARCEL 2 of Harder-Diesslin Partition Plat

# 2016-04, Instrument # 2016-3686, in Curry County, Oregon

That certain tract of land lying in the Edward O'Loughlin Donation Land Claim #42, in Section 9, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

**PARCEL 2** as said Parcel is shown on the Harder-Diesslin Partition Plat #2016-04, Curry County Instrument # 2016-3686, containing 4.76 acres.

**EXCEPTING THEREFROM**, that portion of PARCEL 2 of said Partition Plat described as follows:

**Beginning at the Northwest corner of said Parcel 2 and running:**

1. Thence South 41 degrees 46 minutes 01 seconds East along the Southwesterly line of Parcel 2 a distance of 68.05 feet;
2. Thence North 80 degrees 56 minutes 20 seconds East along the new boundary line between amended Parcels 1 and 2 a distance of 391.45 feet to an angle point thereon;
3. Thence continuing along the amended boundary line North 48 degrees 55 minutes 32 seconds East a distance of 173.72 feet to a point on the Easterly line of Partition Plat 2016-04;
4. Thence North 32 degrees 17 minutes 47 seconds West along said line a distance of 19.15 feet to the original corner between Parcels 1 and 2;
5. Thence South 55 degrees 35 minutes 12 seconds West 168.11 along the original boundary line between Parcels 1 and 2 to an angle point thereon;
6. Thence continuing along said original boundary line between Parcels 1 and 2 South 83 degrees 37 minutes 48 seconds West for a distance of 416.50 feet to the Point of Beginning.

Containing 0.55 acre.

The combined total acreage of amended Parcel 2 will now be 4.21 acres.

All other data, boundaries and conditions described on the referenced Partition Plat remain unchanged. A Survey Map showing the graphic configuration of the 4.21 acres described above is on file with the Curry County Surveyor as County Survey #41-1739.



**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Juvenile Department Administrative Assistant Job Posting

**AGENDA DATE<sup>a</sup>:** 3.1.17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 3 min

<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)

**CONTACT PERSON:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 2.22.2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Requesting to replace the current Operations Manager position with an Administrative Assistant position. Current Operations Manager is due to resign on 3.15.17 . This position is vital to our ability to efficiently serve the community.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** **SUBMISSION TYPE: (Select)**

- (1) Juvenile Department Administrative Assistant job description
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes  No

**QUESTIONS:**

- 1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:  
Address:  
City/State/Zip:

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

**CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes  No  N/A   
(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

- 1. Confirmed Submitting Department's finance-related responses        Yes  No   
  Comment:
- 2. Confirmed Submitting Department's personnel-related materials        Yes  No  N/A   
  Comment: No need for salary committee review. Would remain in same range. Also is a union position.
- 3. If job description, Salary Committee reviewed:        Yes  No  N/A
- 4. If hire order requires an UA, is it approved?        Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE: (Select)**

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY  
JOB DESCRIPTION**

**JOB TITLE: Juvenile Department Administrative Assistant - Page 1**

---

**EXEMPT:** No  
**SALARY LEVEL:** U-8  
**SUPERVISOR:** Juvenile Director  
**PREPARED BY:** Juvenile Director January 2017

---

**POSITION SUMMARY:**

Position performs a variety of administrative tasks and overall assistance on economic development projects. Assignments are performed under general supervision of the Juvenile Director.

This position is responsible for administrative work, providing point of contact responsibilities for the public, providing clerical work to include court filings, billing, He or she will perform a variety of routine and complex administrative work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Duties assigned to this classification include, but are not limited to the following:

1. Assists with the Juvenile and Parks department's administrative duties.
2. Researches, prepares, and composes letters, reports, notifications, documents, memos, and other materials of an important or confidential nature on own initiative or from brief instructions or notes.
3. Types confidential material for the department including legal correspondence to the Court, District Attorney's Office, and Defense Attorneys.
4. Maintains books of departmental accounts; completes expenditure reports; keeps payroll records, receipts and records of revenue and disbursements; computes vacation leave, sick leave and compensatory time for all personnel.
5. Schedules appointments for Juvenile Director and arranges and coordinates meetings, reservations, and travel.
6. Screens incoming calls, mail, personal visits, problems, and other matters, evaluating relative importance of each. Independently responds to routine matters. Researches and assembles required information for response as necessary to all public inquires and complaints.
7. Monitors all grant expenditures to insure compliance with the requirements.
8. Gathers and prepares data for studies, reports and analyses.

## **JOB DESCRIPTION**

### **JOB TITLE: Juvenile Department Administrative Assistant - Page 2**

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)**

9. Assists in preparation of economic development reports, technical research studies, prepares statistical reports, and supporting data, for drafting or revising local legislation and plans.
10. Attends and supports continuing education seminars, committees, and conferences at Directors request.
11. Assists with grant acquisition, grant management and grant reporting.
12. Performs special projects, and other duties as assigned by the Director of Juvenile.

#### **KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION:**

##### *Knowledge of -*

Knowledge in the use of word processing, webpage, database and spreadsheet software.

Knowledge in performing detailed research and technical studies, and communicating the results in an effective manner.

Knowledge of social media marketing.

##### *Ability to -*

Communicate effectively in both oral and written forms.

Estimate and manage time efficiently.

Make decisions independently in accordance with established policy.

Maintain confidentiality.

Lead volunteer staff.

Courteously meet and deal effectively with other employees and the public.

##### *Skill in -*

Microsoft Office, Publisher, Excel, Word, Web and Social Media applications.

Grant writing and grant management.

#### **DESIRABLE QUALIFICATIONS:**

Knowledge or experience related to County operations; experience working with the public; marketing; and community development.

## **JOB DESCRIPTION**

### **JOB TITLE: Juvenile Department Administrative Assistant - Page 3**

#### **SUPERVISORY CONTROLS OF THIS POSITION:**

Work is performed under general direction of the Director of Juvenile for the Board. Recurring routine assignments are independently performed on basis of past experience. Employee receives general instructions regarding scope of and approach to projects or assignments, but procedures and problem resolution are left to the employee's discretion and interpretation. Work is reviewed periodically to ensure determinations and decisions are made in accordance with department policy and procedures.

#### **GUIDELINES:**

Work is performed within federal, state, county and departmental laws, rules, policies and procedures; software and equipment manuals, specialized dictionaries and reference materials. A considerable amount of judgment and initiative is used to interpret these guidelines.

#### **EDUCATION AND/OR EXPERIENCE:**

Associates degree and five years or more of experience in an office work environment including experience in administrative, financial, grant management and marketing functions; or any satisfactory equivalent combination of education, training and experience.

#### **PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

Work is performed in an office environment; work is generally sedentary and requires hearing voice conversation and keyboarding, lifting up to thirty-five (35) pounds. A valid Oregon Driver license is required.

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

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

**IN THE MATTER OF ADOPTING A )  
POSITION DESCRIPTION FOR A )  
NEW POSITION )**

**ORDER\_\_\_\_\_**

**WHEREAS**, it is the recommendation of , Jay Trost, Director of Juvenile/Parks Department, that the attached position description be adopted for the following position:

Juvenile Department Admin Asst.  
**Position Title**

U-8  
**Range**

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

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the above stated recommendation be in effect as of March 1, 2017.

Dated this\_\_\_\_\_ day of \_\_\_\_\_2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

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

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

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

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