



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, March 15, 2017 – 10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

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

For public comment, a completed speaker's slip must be submitted.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

- A. Adjournment of the Board of Property Tax Appeals (BOPTA) Session - Clerk (1 min)
- B. Assignment of Brookings Airport Address for Cable Installation - Counsel (5 min)
- C. Agreement Between Curry County and Point & Pay - Assessor (10 min)
- D. Administrative Assistant Transfer Order - Juvenile (5 min)
- E. Intergovernmental Agreement with Douglas County for Juvenile Detention - Juvenile (3 min)
- F. ADA Facilities Upgrade Grant for Boice-Cope Park - Parks (10 min)
- G. Formation of the Parks Advisory Committee - Parks (5 min)
- H. Extension of Agreement for Patrol Services Between USFS and Sheriff - Sheriff (5 min)
- I. United States Forest Service Agreement with Sheriff for Forest Patrol - Sheriff (5 min)

7. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Appointment of the South County Representative to the Budget Committee - BOC (5 min)

8. PUBLIC HEARING - 11 A.M.

- FedEx Annexation into Harbor Sanitary District (30 min)

9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

10. NEW BUSINESS

- A. Commissioner Appointments for County Counsel Time - BOC (15 min)
- B. Formation of a Consumption Tax Advisory Committee - BOC (5 min)

11. 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.

12. PRESENTATIONS TO THE BOARD

- A. Curry County Parks Donation - Parks (7 min)
- B. South Coast Development Council (SCDC) - Director John Hitt (12 min)

13. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS

- A. Activity Report - Community Development
- B. Activity Report - Surveyor

14. EXECUTIVE SESSION

A. Per ORS 192.660(2) The Board of Commissioners will adjourn to Executive Session for the following purposes:

(f) To consider information or records that are exempt by law from public inspection. (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

B. Per ORS 192.660(2) The Board of Commissioners will adjourn to Executive Session for the following purposes:

(f) To discuss information exempt from public disclosure ORS 192.501(22); ORS 192.502(1), (8), (33) (county security features and plans)

15. 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**AGENDA ITEM TITLE:** Board of Property Tax Appeals (BoPTA)**AGENDA DATE^a:** 3/15/2017 **DEPARTMENT:** BoPTA **TIME NEEDED:** 1 Minute^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** B.Ross **PHONE/EXT:** 3295 **TODAY'S DATE:** 3/8/2017**BRIEF BACKGROUND OR NOTE^b:**^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: (Select)**

(1)Adjournment of BoPTA Session

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☒**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☒ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE: (Select)****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



**Reneé Kolen
Curry County Clerk**

**Recording Division
Election Division**

29821 Ellensburg Ave, Second Floor Courthouse
Gold Beach OR 97444
Mail: 94235 Moore St, Suite 212
Gold Beach, OR 97444
Recording (541) 247-3295
Elections (541) 247-3297
(541) 247-9361 Fax
www.co.curry.or.us/Clerk

2016 - 2017 Board of Property Tax Appeals

(ORS 309.072)

The Board of Property Tax Appeals convened on February 13, 2017 in the Curry County Annex Building for the first meeting of the 2016-2017 Board of Property Tax Appeals Session.

Hearings were held February 27, 2017 in the Curry County Annex Building.
No other meetings were scheduled and orders were signed the same day.

Being no further business for the 2016-2017 Session, the Session is now officially adjourned.

Respectfully submitted,
Becky Ross, Board Clerk
Dated this 8th day of March, 2017

Received by the Curry County Commissioners on March 15, 2017

Tom Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Letter Authorizing City of Brookings to assign address to airport building**AGENDA DATE^a:** 03/15/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 5 min^aSubmit 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:** 03/01/2017**BRIEF BACKGROUND OR NOTE^b:** The flying club would like cable service at the airport. They would pay for the service. The cable company will install the cable at no cost, but requires a new building address. City of Brookings assigns building addresses, but requires County authorization. Move to issue a letter to Brookings authorizing assignment of new address to electrical building at the Brookings Airport.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Letter with Signature authority to Chair

(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:

^cNote: 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) Authorizes City of Brookings to issue a new address to a building at the airport.

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**

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

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

March 15, 2017

Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, Oregon 97415

RE: Brookings Airport – New Address Request

Dear Mr. Milliman:

The Curry County Board of Commissioners authorizes the City of Brookings to assign a building address to the electrical building at the Brookings Airport. This authorization is in response to a request from the Brookings Flying Club so they can receive cable service at that location.

Please feel free to call with any questions, comments, or concerns. Thank you.

Sincerely,

Thomas Huxley, Chair
Curry County Board of Commissioners

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:** Delegating Contract Authority to Assessor for Tax Payment Service**AGENDA DATE^a:** 03/15/17 **DEPARTMENT:** Assessment/Taxation **TIME NEEDED:** 10 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Jim Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 03/08/17**BRIEF BACKGROUND OR NOTE^b:** Currently, per Order 12159, Curry County Tax Collector is authorized to contract with Bankserv until further order of the Board. The Tax Collector/Assessor has found a more desirable service that will allow Curry County taxpayers more options to pay their tax assessments, at no additional cost to the County. Assessor/Tax Collector requests approval of an Order of the Board rescinding Order 12159 , authorizing termination of the service agreement with BankServe, and, pursuant to Curry County Contracting Rules Section 4e, delegating to the Tax Collector/Assessor authority to contract with Point & Pay for said services until further order of the Board. All said contracts, renewals or amendments to be reviewed by legal counsel.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

- (1)E-Payment Services Agreement
- (2)Client Application

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: 03 /16 / 2017

Email:

kolenj@co.curry.or.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) Authorizes termination of BankServe; authorizes new contract with Point n Pay**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 ☐

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("**PNP**")
A subsidiary of NAB, doing business in Delaware

[Curry County OR] ("**Client**")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached product application ("**Product Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2

COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3

INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, “**Confidential Information**” means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5

LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8

TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than sixty (60) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:	See Merchant Application
If to PNP:	Point & Pay, LLC 110 State St. E, Suite D Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

[[Curry County OR]]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application



Client Application

(Internal Use Only)

Partner Code:

Account Representative: Mark

Submission Date: 3-16-17

Card Readers Quantity: 2 Price: \$ 0

Target Live Date: 4-17-17

Client Profile

Client Legal Name as filed with the IRS:

Curry County OR

Federal Tax ID:

DBA: Curry County

Address: 94235 Moore St.

City: Gold Beach

State: OR

Zip: 97444

Website Address:

Phone # to display on customer receipts: 5412473294

Contacts

Primary Contact Name:

Primary Phone #:

Primary Email:

Sheryl Luzmoor

541-247-3262

luzmoors@co.curry.or.us

Accounting Contact:

Accounting Phone #:

Accounting Email:

Debbie Crumley

541-247-3299

crumleyd@co.curry.or.us

Fee Summary

2.5% \$2.00 min credit cards

Visa Debit 3.95 flat fee (Web/Counter Only)

echecks \$2.00 no limit

All fees paid by customers, no cost to county

Product Summary

Software Partner: Tyler TSG

Product Name	Total Annual Collections for Payment Type	Average Payment Amount	Highest Payment Amount
1 Property Taxes	\$30,000,000	\$1500.00	\$10,000
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
5	\$	\$	\$

Banking Summary

Deposit Structure: ☐ Net Settlement ☒ Debit

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
All Products				<input checked="" type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
				<input type="checkbox"/> Check. <input type="checkbox"/> Savings

Notes

RFG

Signature

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement.

Signature
Jim Kolen

Print Name

Assessor/Tax Collector

Title

Date

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

In the Matter of an Order)	
Rescinding Order No. 12159)	
And Creating a New Order)	ORDER NO. _____
Delegating Tax Collector/)	
Assessor the Authority)	
to Contract with Point&Pay)	

WHEREAS, currently, per Order No. 12159, the Curry County Tax Collector is authorized to contract with BankServ until further order of the Board; and

WHEREAS, the Tax Collector/Assessor has found a more desirable service that will allow Curry County taxpayers more options to pay their tax assessments, at no additional cost to the county; and

WHEREAS, the Curry County Tax Collector/Assessor requests approval of an Order of the Board rescinding Order No. 12159, authorizing termination of the service agreement with BankServ; and

WHEREAS, pursuant to Curry County Contracting Rules Section 4e, allows delegating to the Tax Collector/Assessor authority to contract with Point&Pay for said services until further order of the Board; and

NOW, THEREFORE, IT IS HEREBY ORDERED that Order No. 12159 is rescinded, and the Curry County Tax Collector/Assessor is delegated authority (until further order of the Board) to contract with Point&Pay. All said contracts, renewals or amendments will be reviewed by Legal Counsel.

DATED this 15th day of March, 2017.

Board of Curry County Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John R. Huttl, Legal Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

**In the Matter of an Order)
Delegating Authority to the)
County Tax Collector to Enter into)
an Agreement with BankServ for)
Facilitation of On-Line Electronic)
Payment for County Property Taxes)**

ORDER NO. 12159

WHEREAS, it can be mutually beneficial for the Curry County Tax Collector and BankServ to enter into an agreement to facilitate on-line electronic payment for County Property Tax; and

WHEREAS, Curry County taxpayers have requested this service frequently and would benefit from the convenience and option of paying property taxes on-line from a computer;

WHEREAS, Other Oregon counties are currently using this service for the benefit of County Taxpayers with success; and

WHEREAS, Curry County business can be expedited if there is a delegation of authority to the Curry County Tax Collector to enter into such an agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Curry County Tax Collector is delegated authority (until further order of the Board) to enter into an agreement with BankServ.

DATED this 5th day of July, 2005.


BOARD OF CURRY COUNTY COMMISSIONERS



Ralph H. Brown, Chair



Marilyn Schafer, Commissioner



Lucie La Bonté, Vice-Chair

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Juvenile Department Administrative Assistant Transfer Order**AGENDA DATE^a:** 3.15.17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Jonathan Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 3-7-17**BRIEF BACKGROUND OR NOTE^b:** During the BOC meeting held on 3-1-17, the job description for the Juvenile Department Administrative Assistant was approved. According to article 13c #4 (Public Announcement is not required for position vacancies which appointing authorities recommend filling by transfer.) There was one internal applicant. This item approves transfer of that employee to the Juvenile Department in the position of Administrative Assistant. BOC Office has arranged coverage until premanent replacement appointment by Board.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Juvenile Department Administrative Assistant Job description

(2)Transfer 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) This position would be in replacement of the previously budgeted Operations Manager position

2. Does this agenda item impact any other County department? Yes ☒ No ☐

(If Yes, brief detail) This will impact the BOC office

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:

^cNote: 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) Authorizes appointment by current employee transfer

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

**IN THE MATTER OF THE TRANSFER)
OF AN EMPLOYEE)**

ORDER NO:_____

WHEREAS, it is the recommendation of *Jonathan Trost*, Juvenile Director, that *Summer Matteson-Kinney*, currently an *Administrative Assistant*, working in the *Board of Commissioners Office*, be transferred to the position of *Administrative Assistant* in the Juvenile Department, at Salary Range U-8, Step *B*, at \$3461.00 per month.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of March 16th 2017.

Dated this 15th day of March, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John HuttI
Curry County Legal Counsel

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

**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	March 2017

POSITION SUMMARY:

Position performs a variety of administrative tasks and overall assistance to the Juvenile Department. 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. Attends and supports continuing education seminars, committees, and conferences at Directors request.
10. Assists with grant acquisition, grant management and grant reporting.
11. Performs special projects, and other duties as assigned by the Juvenile Director.

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 and marketing.

JOB DESCRIPTION

JOB TITLE: Juvenile Department Administrative Assistant - Page 3

SUPERVISORY CONTROLS OF THIS POSITION:

Work is performed under general direction of the Juvenile Director. 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.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Authorizes Intergovernmental Agreement with Douglas County for Juvenile Offender detention.**AGENDA DATE^a:** 3/15/17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 3 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 3/8/17**BRIEF BACKGROUND OR NOTE^b:** Agreement with Douglas to provide detention services for our youth offenders.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)IGA draft between Douglas / Curry. Original in route

(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 Send back to Juvenile. Will be sent back to Douglas for final signatures

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) Authorizes Intergovernmental 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 ☐

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DOUGLAS COUNTY AND CURRY COUNTY
FOR DETENTION OF JUVENILE OFFENDERS**

This Intergovernmental Agreement Between Douglas County and Curry County for Detention of Juvenile Offenders ("Agreement") is made by and between Douglas County, a political subdivision of the State of Oregon, and Curry County, a political subdivision of the State of Oregon, each acting through its duly elected board of commissioners and juvenile department director.

RECITALS:

A. Douglas County operates a juvenile detention center that opened in 2001 and is referred to in this Agreement as "the detention center." Douglas County anticipates that during the current fiscal year, the detention center will have housing space not required by Douglas County for the incarceration of juvenile offenders lawfully in its custody. Curry County desires to detain in a humane and secure environment certain male and female juvenile offenders. Curry County desires to rent from Douglas County bed space in the detention center. In order to partially offset its maintenance costs for operation of the detention center while maintaining adequate space for its own needs, Douglas County is willing to make the desired bed space available to Curry County in accordance with this Agreement.

B. This Agreement does not concern or affect the housing of adult offenders.

C. A "juvenile offender" means a person younger than eighteen years of age who is alleged to have committed an act that is a violation, or, if committed by an adult, would constitute a violation, of a law or ordinance of the United States, a state, a county, or a city. For purposes of this Agreement, "juvenile offender" also means a person who is alleged to have committed a crime pursuant to Oregon Revised Statutes (ORS) 137.707, and also a person under eighteen years of age who has been waived into adult court pursuant to ORS 419C.430.

D. This Agreement is adopted by Douglas County and Curry County under authority of ORS 203.010, which allows a county to make all necessary contracts, and ORS 190.010, which allows one county to perform services under contract for another county.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, AND CONDITIONS STATED BELOW, DOUGLAS COUNTY AND CURRY COUNTY AGREE AS FOLLOWS:

1. Douglas County shall perform as follows:

a. Admission of Curry County juvenile offenders to Douglas County detention.

(1) Subject to the conditions stated in this Agreement, any juvenile offender of either sex between the ages of 12 and 17 shall be admitted upon placement by an authorized member of the Curry County Juvenile Department, or upon order of any court of competent jurisdiction requiring detention of such juvenile offender. Juvenile offenders who are 11 years of age will be admitted only upon receipt by Douglas County of a court order authorizing the detention placement. Juvenile offenders under 11 years of age will not be admitted.

(2) Upon full execution of this Agreement, Douglas County will reserve for the exclusive use of Curry County on a continuous 24-hours-per-day basis one bed in the detention center for juveniles who qualify for placement. The cost of bed space is set forth in Subsection 3.a., below.

(3) To the extent that additional bed space is available in excess of one bed space, as determined by Douglas County in its sole discretion, Douglas County may offer the additional bed space to Curry County. If, while Curry County is using bed space pursuant to this Subsection (3), Douglas County determines that it requires the bed space for its own use, Curry County shall be required to vacate any beds in excess of the one reserved bed referred to in Subsection 1.a.(2), above. The cost of bed space beyond the one reserved bed referred to in Subsection 1.a.(2) is set forth in Subsection 3.a., below.

b. Supervision Services.

(1) Placed juveniles admitted under this Agreement shall receive the quality, level, and manner of care and supervision by Douglas County as Douglas County furnishes to detained juveniles placed from within Douglas County.

(2) No emergency services shall be required of Douglas County by this Agreement; however, if Douglas County determines, in its sole discretion, that a need for emergency services of any kind exists, the determination shall control, and Douglas County is hereby authorized by Curry County to secure such services as Douglas County deems necessary. Douglas County will provide Curry County notice of such services as soon as reasonably practicable. Curry County shall reimburse Douglas County for any emergency services expenses over and above the base charge established in Section 3 of this Agreement.

c. Release Services. Douglas County shall release juveniles placed under this Agreement only upon notification by persons authorized by the Curry County Juvenile Department Director or pursuant to court order; provided, however, that Douglas County, upon written notice to the Curry County Juvenile Department, may act to require release of any juvenile offender who Douglas County reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this

Agreement is intended to relieve Curry County of its duty to monitor the duration of a juvenile offender's detention.

2. Curry County shall perform as follows:

- a. Written Statement of Custody Basis. The Curry County Juvenile Department shall provide a written statement to Douglas County for each juvenile detailing the basis for custody and the length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement.
- b. Authorization to Act. Jonathan J. ("Jay") Trost and designees identified by him to Douglas County in writing as his designees are authorized to act under this Agreement on behalf of the Curry County Juvenile Department. Curry County shall apprise Douglas County of any changes with respect to such authorization. Curry County shall obtain, as required by the Oregon Juvenile Code, such designations and permissions as shall permit implementation of this Agreement. The Curry County Juvenile Department shall provide Douglas County with a list of persons permitted to visit a juvenile offender housed in the detention center and the names and addresses of the juvenile offender's attorney and legal guardian(s).
- c. Transportation. Curry County shall be responsible for providing all transportation to and from the detention center at no expense to Douglas County. Curry County, at its discretion, may request that Douglas County provide said transportation when needed; however, it shall be within the sole discretion of Douglas County to accept or decline Curry County's request. In the event that Douglas County provides transportation at the request of Curry County, Curry County shall reimburse Douglas County for such services at a rate of \$100 per round trip from Roseburg to Coquille and \$250 per round trip from Roseburg to Gold Beach. Curry County authorizes Douglas County to transport youth detained pursuant to this Agreement as Douglas County deems necessary while said youth are in Douglas County's custody.
- d. Release Information. Curry County shall provide any required written evidence of authorization or other reports necessary to release any juvenile offender placed under this Agreement.
- e. Reimbursement for non-routine expenses. Curry County shall promptly reimburse Douglas County for any expenses reasonably incurred in providing care for and supervision of juvenile offenders placed under this Agreement that exceed the level of care and supervision customarily provided to juvenile offenders placed in the detention center from within Douglas County. Expenses to which this reimbursement obligation apply shall include, but not be limited to, psychological or psychiatric assessment and treatment, including counseling; prescription medication; tutoring and educational services not customarily provided to the detention center's general population; special

clothing, footwear, or other apparel; personal protective equipment or devices; prosthetics or similar equipment, devices and services; vision correction equipment, devices, and services; hearing assistance equipment, devices, and services; dental and orthodontic equipment, devices, and services; medical equipment, devices, supplies, and services beyond basic medication administration and on-site basic First Aid; and transportation costs reasonably incurred by Douglas County in obtaining and providing any of the foregoing equipment, devices, supplies, and services. Transportation costs shall be reimbursed as described in Section 3.b., below.

f. Counseling services. Curry County shall provide all pre-adjudicative and post-adjudicative counseling services for juvenile offenders placed with Douglas County under this Agreement and shall provide such notification as may be required to the parents or legal guardians of placed juvenile offenders prior to placement with Douglas County.

g. Payment. Curry County shall promptly pay Douglas County any amounts due as set forth in Section 3, below.

h. Court Orders. Curry County shall promptly provide to Douglas County in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed juvenile offender.

i. Removal of Juvenile Offenders. Curry County shall remove any placed juvenile that Douglas County determines, in its sole discretion, to be a substantial risk to the security or safety of the detention center on 24 hours' notice from Douglas County. This obligation shall include transporting the removed juvenile offender.

3. Cost.

a. Cost for reserved beds. From the commencement of this agreement (when it has been fully executed by the parties) through June 30, 2017, the base cost to Curry County shall be \$118.45 per bed per day.

b. Other Costs. In addition to the cost for detention, Curry County shall pay upon demand by Douglas County any sums required by this Agreement, including but not limited to the costs of emergency services, non-routine expenses, and transportation services. Douglas County shall bill Curry County for the additional services by sending Curry County an invoice setting forth the date(s), service(s) provided, and name(s) of the juvenile offender(s) for whom the services were rendered. Curry County shall remit payment for the additional services within 30 days of receipt of such invoice.

c. Definition of "day". A "day" is considered to be any day during which

a juvenile offender is in residence at the detention center, regardless of the actual number of hours the juvenile offender is in residence. (For example, if a juvenile offender is placed at 10:00 p.m. on one day and released at 2:00 p.m. the following day, Curry County will be charged for two days.)

4. Liability and indemnification.

4.1 If Douglas County is sued for wrongful detention of any person held in custody or transported by Douglas County for Curry County under this Agreement, Curry County shall be responsible for paying any judgment(s) against Douglas County, and for any and all costs, disbursements, and attorney fees reasonably incurred by Douglas County in responding to the lawsuit prior to trial, at trial, and on appeal, except to the extent that the wrongful detention is the result of the sole negligence of Douglas County.

4.2 Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each party, as indemnitor, shall indemnify, defend, and hold harmless the other, as indemnitee, and the officers, employees, and agents of the indemnitee, from and against any and all claims by third parties, including government agencies, for negligent, wrongful, or unlawful acts or omissions of the indemnitor.

5. Insurance.

5.1 While this Agreement is in effect, the parties shall keep in effect at all times occurrence-based liability insurance sufficient to cover tort claims made under the Oregon Tort Claims Act, including commercial general liability insurance with policy limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; commercial general automobile insurance with policy limits of at least \$1,000,000 per occurrence; and workers' compensation insurance meeting at least statutory coverage requirements.

5.2 The parties acknowledge and agree that Douglas County is self-insured and may fulfill the insurance requirements of this Agreement by maintaining sufficient self-insurance reserves.

6. Effective Date of Agreement; termination for convenience by either party.

This Agreement shall be effective from the date on which it has been executed by both parties and shall continue in force until terminated by one of the parties or by mutual agreement. Each party to this Agreement shall have the right to terminate the Agreement for its convenience upon providing 30 days' advance written notice to the other party. Curry County shall be responsible for payment of all costs that have accrued prior to termination.

7. Compliance with applicable laws. The parties shall comply with all applicable laws, including, without limitation, federal and state civil rights and privacy laws. If in preforming this Agreement it becomes apparent that communication of individually identifiable health information or other confidential information of which the use and disclosure is regulated or restricted by law, by one party to the other or both parties to each other, will occur, the parties shall execute any necessary and appropriate

supplemental agreements (e.g., HIPAA “Business Associate Agreements”) required to achieve and maintain compliance with applicable laws.

- 8. Resolution of disputes.** The parties shall endeavor in good faith to resolve any dispute that arises under this Agreement by cooperation and negotiation. Except as provided by Section 4, above, in the event of an action, suit, or proceeding, including appeals therefrom, that arises for breach of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements. Oregon law shall govern this Agreement. Venue for any court proceedings shall be in Douglas County Circuit Court.
- 9. Agreement survival.** The parties intend that a finding by a court that a particular section of this Agreement is invalid not affect the validity of other provisions of the Agreement.
- 10. Contract information.**

 - 10.1 Curry County’s address for notices is: Jonathan (“Jay”) J. Trost, Director; Curry County Juvenile Department; 29821 Ellensburg Ave., Gold Beach, OR 97444.
 - 10.2 Douglas County’s address for notices is: Aric Fromdahl, Director; Douglas County Juvenile Department; Room CH105A, Courthouse; 1036 SE Douglas Avenue; Roseburg, OR 97470.
 - 10.3 Each Party shall notify the other of any change of address for notices.
- 11. No waiver.** Compliance with the provisions of this Agreement may be waived only by a written waiver signed by the Party waiving its rights. Waiver of compliance with one provision of this Agreement will not be deemed to waive compliance with any other provision.
- 12. Amendments.** This Agreement may be modified or amended only by mutual written agreement of the parties.
- 13. Term and termination.** This Agreement shall be effective from the date on which it has been executed by both parties and shall remain in full force and effect until terminated by either or both of the parties. Either party may terminate this Agreement by giving the other party a minimum of 30 days’ advance written notice to terminate. Curry County shall be responsible for payment of all costs that have accrued prior to termination, including any costs that accrue during the notice period.
- 14. Attorney fees and costs.** Subject to the requirements of Section 4, above, in the event that an action, suit, or proceeding, including appeals therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements for said action, suit, or proceeding, including any appeals.

15. Entire Agreement. This Agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates entered hereafter.

**BOARD OF COMISSIONERS
OF CURRY COUNTY**

By: _____
Chair Tom Huxley
By: _____
Vice-Chair Sue Gold
By: _____
Commissioner Court Boice
Date: _____

**BOARD OF COMMISSIONERS
OF DOUGLAS COUNTY, OREGON**

By: _____
Chair Chris Boice
By: _____
Commissioner Tim Freeman
By: _____
Commissioner Gary Leif
Date: _____

REVIEWED AS TO CONTENT

By: _____
County Department Head
Coding: _____
Date: _____

REVIEWED AS TO CONTENT

By: _____
County Department Head
Coding: _____
Date: _____

REVIEWED AS TO FORM

By: _____
Office of County Counsel
Date: _____

REVIEWED AS TO FORM

By: _____
Office of County Counsel
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**AGENDA ITEM TITLE:** Authorizes grant agreement with State Parks to make Americans with Disabilities Act (ADA) Improvements to Boice Cope Park Restroom Facilities**AGENDA DATE^a:** 3-15-17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 10 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 03-08-17**BRIEF BACKGROUND OR NOTE^b:** This project replaces an existing aging restroom/shower facility with a new one which will meet current Handicap accessibility guidelines. Two originals submitted. Grant application approved prior. Signature Authority to Parks Director.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Agreement with Attachment A and Grant Application Summary

(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: Return origs to Juvenile/Parks

☐ 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) Acceptance of grant award

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 ☐

Oregon Parks and Recreation Department

County Opportunity Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into, by and between, the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and **Curry County**, hereinafter referred to as the "Grantee".

OPRD Grant Number: **COG17-008**

Project Title: **Boice-Cope ADA Facilities Upgrade**

Project Type (purpose): **Development**

Project Description: The project will replace an aging restroom/shower facility with a new restroom / shower building that will meet current handicap accessibility guidelines, at Boice-Cope Park in Curry County, Oregon. The Project is further described in the Application included as Attachment B.

"Grant Funds" /

Maximum Reimbursement: **\$112,500 (75.00%)**

Local Match: **\$ 37,500 (25.00%)**

Total Project Cost: **\$150,000**

Grant Payments: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a Reimbursement Request using a State prescribed format, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

Reimbursement Procedures: Based on the estimated Project Cost of **\$150,000**, and the Grantee's Match participation rate of **25.00%**, **the reimbursement rate will be 75.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **75.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the County Opportunity Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports using a format provided by the State with each reimbursement request. Or, at a minimum, Progress Reports shall be submitted at six month intervals, starting from the effective date of the Agreement.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **March 31, 2019**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Reimbursement: Grantee must submit a Final Report and Final Reimbursement Request to OPRD within 45 days of the Project Completion Date, using a format prescribed by the State.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Jay Trost
Curry County
94235 Moore Street, Ste 413
Gold Beach, OR 97444
541-247-3386
trostj@co.curry.or.us

Grantee Billing Contact


Penny Hudgens
Curry County
94235 Moore Street, Ste 413
Gold Beach, OR 97444
541-247-3302
hudgenPM@co.curry.or.us

OPRD Contact

Mark Cowan, Coordinator
Oregon Parks & Rec Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oregon.gov

Signatures: In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: 
Signature

Jonathan Trost
Printed Name

Curry County Parks Director
Title

2/21/17
Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: N/A
ODOJ Signature or Authorization

Printed Name/Title

Date

**STATE OF OREGON
ACTING BY AND THROUGH ITS
OREGON PARKS AND RECREATION DEPT.**

By: _____
Tracy Loudon, Business and Tech. Solutions Administrator

Date

By: _____
Jan Hunt, Grants Section Manager

Date

By: _____
Mark Cowan, OPRD Grant Program Coordinator

Date

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department County Opportunity Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR 736-007-0030 - County Opportunity Grant Program administrative rules. The grant program provides funding on a competitive project basis for the acquisition, development, rehabilitation, and planning of county park and recreation sites that provide camping facilities.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant moneys were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors, and State agency staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with County Opportunity Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the County Opportunity Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than **20 years** from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 20 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 20 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 20 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means converts land, the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

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

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

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in

such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Boice-Cope ADA facilities upgrade (COG)

Application #3277 - Grant Application Summary

Manage

Edit 

Project Information

Project Name

Boice-Cope ADA facilities upgrade

Brief Project Description

This project will be for the construction of ADA compliant restroom and shower

Project Start Date

03/01/2017

Project End Date

03/31/2017

Site Name

Boice-Cope County Park

Site City/Town/Area

Langlois

Site County

Curry

Site Description

Boice Cope Park is located at 92850 Boice Cope Lane in Langlois, Oregon. Langlois is on Highway 101 on the southern Oregon coast. The park is on 9.5 acres adjacent to Floras Lake. It has 22 RV and 13 tent sites available for rent. One additional RV site is reserved for the camp host. Floras Lake is a popular fishing, windsurfing and kite boarding destination and the majority of visitors use the park for this purpose.

Site Acreage

9.5

Latitude

42.902109

Longitude

-124.501727

Contact Information

Attachment B

Applicant

Curry County

Applicant Federal Tax Id

1936002291-041

Applicant DUNS Number**Project Contact**

Penny Hudgens

Address

Penny Hudgens
 94235 Moore Street, Ste 413
 Gold Beach, OR 97444
 hudgenpm@co.curry.or.us
 541-247-3386

Reimbursement Contact**Financial Information****Requested Amount**

\$112,500.00

Match Amount

\$37,500.00

Total Project Cost

\$150,000.00

Grant %

0.75 %

Match %

0.25 %

Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
ADA facilities	1		\$150,000.00	\$150,000.00	\$37,500.00	\$112,500.00	112,500.00
Totals				\$150,000.00	\$37,500.00	\$112,500.00	

Total Project Cost

\$150,000.00

Total Match from Sponsor

\$37,500.00

Grant Funds Requested

\$112,500.00

Supplemental Information**NOTE: PLEASE LIMIT ANSWERS TO EACH QUESTION TO 400 WORDS OR LESS.****1. COUNTY PARKS OVERVIEW – Please describe your county park system:****a) Size of park system, number of parks and park attendance figures (if available):**

Curry County Parks consists of two parks: Boice Cope Park located in Langlois, Oregon; and Lobster Creek Youth Camp located 18.5 miles NE of Gold Beach, Oregon. Boice Cope Park is a first come/first serve campground and sees an average of approximately 5000 visitors a year with the busiest season being the months of June, July & August. Sites may be rented on a nightly or weekly basis. These visitors include overnight campers and day use. Boice Cope season is February 1 through December 14, and is closed for maintenance December 15 through January 31. Lobster Creek Youth Camp is a reservation only facility and sees an average of approximately 400 visitors per year with the busiest months being June, July & August. Facilities consist of 10 primitive cabins; an A-frame which includes a Kitchen/Dining Hall/Sleeping Area; two enclosed staff cabins; and a main restroom/shower facility. The entire camp is rented on a nightly basis and advanced reservations are required. Groups typically consist of education, wedding and reunion gatherings. Lobster Creek camp season is April 1 through September 30. The camp is closed for maintenance October 1 through March 31.

b) Predominant uses of county park system (camping, day use, etc.):

The predominant use of Boice Cope Park is overnight camping and day use. The predominant use of Lobster Creek Youth Camp is education, wedding and reunion gatherings.

c) Location, size and major uses of the park associated with this grant request:

Boice Cope Park is located along Floras Lake and has beach access. It is located 3 miles south of Langlois in Curry County. Boice Cope Park is a first come/first serve campground for the tent and non-electric RV sites, and accept reservations for the electric RV sites. We see an average of approximately 5000 visitors a year with the busiest season being the months of June, July & August. Sites may be rented on a nightly or weekly basis. These visitors include overnight campers and day use. Boice Cope Park is open year round, however, it may be closed during the off season period for maintenance when required.

2. PROJECT DESCRIPTION – Please describe the proposed project:**a) Where is the project located, what work to be done, who will do the work, and who will provide supervision:**

The project will be completed at Boice Cope Park. The old restroom building will be demolished and a new ADA compliant restroom shower building will be erected that will be ADA compliant, to better serve our guests and make the campground favorable for those with disabilities.

b) Projected start and end dates for the project:

March 1, 2017 - March 30, 2017

3. NEED / BENEFITS OF THE PROJECT (10 Points) – Please explain the need for, and the benefits of, the project:

a) What local or regional needs will be met and who will be the primary users of the project?

This will provide our guests with a better experience thus enhancing the opportunity for repeat visits to our county. It will also increase the amount of our disabled visitors and allow for a much better camping experience.

b) What social, economic or other benefits will result from the project?

This will provide a facility infrastructure that will expand the outdoor experience for all the disabled people looking for a better recreational experience.

c) How will the project meet needs identified in the Statewide Comprehensive Outdoor Recreation Plan (SCORP)?

Boice Cope Park is adjacent to Floras Lake which is a popular windsurfing and kite boarding destination which attracts visitors from all over the world. These visitors vary in age, ethnicity, economic status and cultural backgrounds. There is also a privately owned windsurf and kite board learning center adjacent to the park and lake which offers lessons. Activities offered near the campground include; wind surfing, kite boarding, stand up paddle boarding, kayaking, canoeing, fishing and an assortment of other water activities which are excellent for all ages and demographics

4. EXCEPTIONAL NEED (10 Points)

a) If your county has an exceptional need for a grant, such as limited parks operating budget, the lack of public camping opportunities within the county, or the overall lack of county parks and recreation areas and facilities, please explain:

Curry County Parks is a self-sufficient department and does not receive funds from the County General Fund. Although it is self-sufficient, current revenue is not sufficient to accommodate this expansive project without grant assistance. Existing matching funds have been set aside in the budget in the event this project moves forward.

5. PLANNING AND PUBLIC INVOLVEMENT (10 Points) - Please describe any planning and public involvement efforts that led to the selection of the project, including:

a) Citizen involvement through public workshops, meetings or hearings;

There have been no public workshops, meetings or hearings with regard to this project; however, this project is being initiated at the request of the campers and the numerous campers that have not stayed because of the lack of ADA friendly facilities. We have been receiving this feedback consistently for the past few years.

b) Involvement of county parks board or local citizens' committees;

N/A

c) Development of a park master plan or other county parks plans;

N/A

d) Other public involvement.

N/A

6. ENVIRONMENTAL ASSESSMENT - Please describe any adverse or beneficial environmental impacts resulting from the project.

a) Is the site in a flood plain or does it involve a wetland?

Boice Cope Park is not located in a flood plain and there is a lake (Floras Lake) and marshes adjacent to the park, which is the attraction to staying at the park. The park is within a tsunami zone; however a siren is located at the park to warn of an impending tsunami, should that event occur. On the north end of the park boundary, there is a

marsh area which is currently not developed with no current plans for development. This area is not a part of the campground and not accessible to the public. It is also not affected by this project.

b) Are there any threatened or endangered species on the site?

The Western Snowy Plover, which is a threatened species, has its habitat within the marsh area located on the northern end of Floras Lake. This project will in no manner affect the habitat of the Snowy Plover.

c) Are there historic or cultural sites involved?

Boice Cope Park is considered an historic site formally called "Lakeport" (see attached photo of historic marker). The park was acquired by the county from the Tax Collector on February 15, 1941, for failure to pay delinquent taxes. On November 8, 1941, the land was declared a public park and recreation area. The land was officially named Boice Cope Park in on January 16, 1984, and plans were made for development. These plans were completed in late 1989 and early 1990. The park was expanded to its current state in 1999 and renovated in 2015 to upgrade 18 RV sites with electrical and water hookups.

d) What agencies or persons did you contact to determine environmental impacts? (Please list agencies/persons contacted).

Eric Hansen - Curry County Maintenance

7. ACCESSIBILITY FOR PEOPLE WITH DISABILITIES (10 Points) -

a) Does the county have an ADA Transition Plan?

This is part of the ADA transition plan.

b) Describe how accessible routes and signage will be provided between parking areas and the proposed facilities?

Signs, accessible routes for the facilities are currently in existence at the park.

c) Are existing facilities accessible and if not, what is being planned to make them accessible?

This would be the main and only ADA compliant restroom and shower building on the site.

8. SOURCE OF FUNDING (10 Points) - Please provide additional information about the sources of funding that will be used as the local match, including the following:

a) How firm is your local match - have the matching funds been committed to this project by your board or commission?

Matching funds have been set aside in the budget for this project.

b) Describe any in-kind donations (volunteer labor, donated materials, etc.) in the project.

None

c) Discuss your agency's ability to meet long-term maintenance costs for the project.

The Park is generating revenue at a level that will afford for routine and emergency maintenance.

9. SUSTAINABILITY (5 Points) -

a) Describe your intent, strategies, documentation of results, and long-term management plans for sustainability in the project.

This project is planned based on feedback from the public that utilizes the park so that they may enjoy the surrounding recreational areas on the Southern Oregon Coast. Our intent is to meet that demand and provide services to support the public need. As we move forward with the completion of this project we are planning to add

additional park properties to the county park system. Boice Cope Park is our largest revenue generator which has tripled due to the expansion of the electrical and water hookups. This additional revenue will allow us to begin the development of new parks which will provide citizens with additional outdoor recreating experiences.

▼ **14 Files**

▼ **1 Comment**

▼ **Images**

▼ **15 Logged Events**



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

December 20, 2016

Mr. Mark Cowan

Oregon Parks and Recreation Department

725 Summer St NE STE C

Salem, OR 97301



RE: SHPO Case No. 16-2065

OPRD COG Grant App 3277, Boice Cope ADA Facilities Upgrade

Construct ADA compliant restroom and shower

31S 15W 8, Curry County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

dennis.griffin@oregon.gov

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Parks Advisory Committee**AGENDA DATE^a:** 3-15-17 **DEPARTMENT:** Parks **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 3.8.15**BRIEF BACKGROUND OR NOTE^b:** Order to form a Parks advisory committee^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Proposed Order

(2)Parks overview

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) Order looks good - proposal, if filed, contains pictures that will not scan.

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) Creates new Curry County Parks Committee

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 Parks Advisory Committee Proposal

The Curry County Parks Advisory Committee would act as a primary line of communication between the public and the Curry County government to provide the Curry County Board of Commissioners with the broadest range of thought and response to Curry County's parks needs and services.

The Parks Advisory Committee may advise the Board of Commissioners on:

1. The present and future overall park needs
2. The short and long range plan, to include prioritizing of projects.
3. The location and acquisition of potential new parks, including the adding or reducing of existing parks.
4. Review land currently in the parks system for possible use and value to the overall parks system.
5. The objectives of each new park development project which would significantly change the level of service in the park.
6. The operational and maintenance policies required to ensure long term success of the Curry County Park system.
7. Assist in establishing and updating the County Parks Master Plan.
8. Any other matter that the Committee feels is important or necessary in achieving a good park program.

The Committee will meet the first Wednesday of every other month at 3pm. Meeting schedules can be increased if needed. The Committee should consist of 5-7 members.

Here is an overview of Curry County's experience managing County Parks for the enjoyment of its residence and visitors. The two key County Parks are the Boice Cope Park and Lobster Creek Camp Park. Both County parks provide public access to natural recreational areas that include walking and hiking trails, swimming areas, camping facilities, and opportunities for outdoor education. These County Parks showcase Southern Oregon's unique beauty and natural resources and attracts the local community as well as visitors to the area. The specific features of these two County parks are briefly summarized below.

Financially, the park system receives no funds from the General Fund. Over the past few years, some critical advancements have been made that have resulted in large increases to the revenue generated. Below is a yearend summary of finance.

2012-13 - \$38,069 Revenue generated
2013-14 - \$33,990
2014-15 – \$51,888
2015-16 – \$92,559

Boice Cope County Park

The Boice Cope County Park encompasses roughly 5 acres on the west side of Floras Lake in Langlois, Oregon. Floras Lake is a renowned destination for windsurfing and kiteboarding. Windsurfers and kite boarders can surf from the lake over a small dune to the ocean. As such, many enthusiasts and their boards are found throughout the park. In addition, anglers make use of the boat ramp and water's edge for a day of fishing for Cutthroat, Rainbow, and Steelhead Trout, Chinook and Coho salmon, and other warm water fish (bass and bluegill) at the lake. Kayakers also have the opportunity to paddle the lake and nearby river to view the birds (such as the brown pelican and snowy plover) as well as other wildlife. Similarly, many guests hike and stroll along the trails and shoreline to enjoy the abundance of birds and wildlife that inhabit the wetlands and beach. After a day of fun, locals and visitors alike, take advantage of the 34 campsites located throughout the park. The modern restroom facilities, complete with hot showers, are also available at the park for clean up after a day of fun in the lake and sea.



Windsurfing and Kiteboarding on Floras Lake

Lobster Creek Camp County Park

The Lobster Creek Camp Park is comprised of 52.5 acres of natural and recreational land located about 18 miles from Gold Beach. This County Park is set on the banks of beautiful Lobster Creek and has hosted service clubs, youth groups, families, and guests since its establishment in 1961. Facilities are nestled in amongst old growth forests and include 12 rustic sleeping cabins, 14 camper sites, and several picnic areas. In addition, a central educational building is available complete with kitchen and dining hall. The grounds offer a performing stage, first aid station, and counselor's cabin. Modern restrooms and showers

are also available for guests' convenience and comfort. The camp attracts many visitors interested in learning about Oregon's natural resources, such as 4-H and youth groups. The park is also a stunning backdrop for weddings and for families wanting an outdoor setting for their reunions and gatherings. In fact, there are some families that have reserved the park for their annual gathering for the past 30 plus years. The natural areas also provide an ideal environment for outdoor training, such as search and rescue exercises. In addition to the number of hiking trails, Lobster Creek provides pristine waters for the swimming enjoyment of visitors of all ages.



The Curry County Parks are pleased to offer these public recreational areas for the benefit and enjoyment of its community and visitors. Some of the key positive attributes of County Parks are as follows:

- Offers recreational areas for walking and hiking trails, swimming, fishing, windsurfing, kiteboarding, and camping;
- Provides outdoor educational opportunities to increase appreciation of Oregon's natural resources;
- Serves as important opportunity for ecotourism in Curry County;
- Attracts guests to the local communities of Gold Beach, Langlois, and Port Orford; and
- Promotes ecosystem diversity through thoughtful parks and land management (specifically positive impacts on wildlife and wildlife habitat).

Given these positive impacts, Curry County continues to seek additional opportunities to expand such offerings to its community and visitors. In particular, the Board of Commissioners is exploring prospects that spur economic growth and development for the community, while simultaneously promoting an

appreciation for the natural beauty and resources of the region. It looks to similar communities that have realized the positive impacts these types of recreational areas and parks have had on its County and State economy. These examples serve as a means to demonstrate the economic viability of such efforts and as a mechanism to build on the success others have achieved through showcasing their natural resource.

Park properties needing to be developed:

1. R13227 (12.19 acre parcel along the Elk River. Only .5-1 acre of usable land. Potential day use / Hiker / Biker Park.
2. R24686 (.33 acre, "Bagnell Ferry" boat launch.
3. R21699 (1.94 acre adjacent to Canfield Bar, work with Port of Gold Beach to develop as mountain bike or motocross.
4. R18607 (3.2 acre slide parcel on Chetco River between S Bank Chetco Rd and Piling Hole Rd. Property is on a slide, potential geocaching, drone park.
5. 40 acre Pistol River property. Once proposed for "glamping". Needs access.

IN AND FOR THE COUNTY OF CURRY, OREGON

ORDER NO.

WHEREAS, suggested meetings would be on first Wednesday of every other month at 3:00P.M.; and

WHEREAS, Juvenile Director had favorable input and feedback from the Board members present; and

NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS approves this Order forming a new Committee named the Curry County Parks Advisory Committee.

DATED this 15th day of March, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttli, Curry County 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**AGENDA ITEM TITLE:** USFS CLEA Extending performance period for 2016 AOP thru 09/30/2017**AGENDA DATE^a:** 03/15/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 5 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** DJ Storns **PHONE/EXT:** 3322 **TODAY'S DATE:** 03/08/17**BRIEF BACKGROUND OR NOTE^b:** Modification to the 2016 AOP that extends the FY2016 AOP thru 09/30/17 to allow the County to expend the remaining funds available in the 2012 agreement for continuing law enforcement patrol activities on NFS lands thru 09/30/2017.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1) Grants & Agreements Transmittal & Routing Instructions

(2) Modification of Grant or Agreement Documents (3 pages)

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 Return to Admin. Asst. at Sheriff's Office so that originals can be mailed to USFS per request.

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) Extends time of 2012 USFS agreement; allows expenditure of balance of funds

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 ☒

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE 1 OF 2 PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-LE-11061000-008	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 05
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Rogue River-Siskiyou National Forest 3040 Biddle Road Medford, OR 97504-4119	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Southwest Oregon Zone LEI, Rogue River-Siskiyou NF 3040 Biddle Road Medford, OR 97504-4119	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9707 Curry County	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): (N/A)	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend performance period for 2016 AOP thru 09/30/2017 to allow for expenditure of remaining funds.
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Substitute Javier Masiel, Patrol Captain, as USFS Administrative Contact for Debra MacLean for all purposes for which LE Program Assistant MacLean was listed and substitute DJ Storns, Curry Co Sheriff's Executive Admin Assistance for Pamela Dickson for all purposes for which Executive Admin Assistant was listed.
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

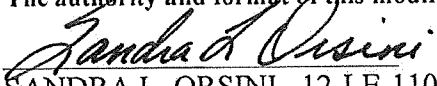
<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOS COUNTY SIGNATURE SEE ATTACHED SIGNATURE PAGE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE SEE ATTACHED SIGNATURE PAGE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): SEE ATTACHED SIGNATURE PAGE		11.F. NAME (type or print): SEE ATTACHED SIGNATURE PAGE	
11.G. TITLE (type or print): SEE ATTACHED SIGNATURE PAGE		11.H. TITLE (type or print): SEE ATTACHED SIGNATURE PAGE	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  SANDRA L. ORSINI 12-LE-11061000-008, M5 U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 02/21/2017
---	---------------------------------

FS Agreement No. 12-LE-11061000-008 M5
Cooperator Agreement No. _____

In witness whereof, the parties hereto have executed this modification as of the last date written below.

CURRY COUNTY SHERIFF'S DEPARTMENT

JOHN WARD, County Sheriff Date

CURRY COUNTY COMMISSIONERS

THOMAS HUXLEY, Chair, County Commissioner Date

SUE GOLD, Vice-Chair, County Commissioner Date

COURT BOICE, County Commissioner Date


U.S. FOREST SERVICE

 - Acting 3/1/2017

MICHAEL L. LOUDERMILK, Special Agent in Charge, Pacific Northwest LEI Date

ROBERT G. MACWHORTER, Forest Supervisor Date
Rogue River-Siskiyou National Forest

The authority and format of this agreement have been reviewed and approved for signature.

 02/21/2017

SANDRA L. ORSINI 12-LE-11061000-008 M5 Date
U.S. Forest Service Grants & Agreements Specialist



USDA Forest Service

OMB 0596-0217
FS-1500-19

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



United States
Department of
Agriculture

Rogue River-Siskiyou
National Forest

Medford Interagency Office
3040 Biddle Road
Medford, OR 97504-4119

File Code: 1580

Date: February 21, 2017

GRANTS & AGREEMENTS TRANSMITTAL & ROUTING INSTRUCTIONS

FROM: Javier Masiel, Patrol Captain, Southwest Oregon Zone

RE: Curry County Cooperative Law Enforcement Agreement (CLEA) #12-LE-11061000-008 Mod#5
Extending performance period for 2016 AOP thru 09/30/2017

ROUTING INSTRUCTIONS:

Route To (name, address, phone):	Routing Instructions:	Date & Initial
USDA Forest Service, Pacific Northwest Region Law Enforcement & Investigation ATTN: Tamara Olson, Program Specialist 987 McClellan Road Vancouver, WA 98661 Phone: 360-891-5279 Email: tolson@fs.fed.us	Print three copies of the subject agreement and forward to SAC Michael Loudermilk for review and signature. Forward all documents to the County Sheriff's Office for signature (see address below).	3/2/17 <i>tolson</i>
Curry County Sheriff's Office ATTN: DJ Storms, Executive Administrative Assistant 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9707 Phone: 541-247-3322 Email: DJ Storms: stomsd@co.curry.or.us	Forward to County Officials for signature and mail all original documents to U.S. Forest Service, Sandra Orsini, Grants and Agreements staff for signature (see address below).	
Sandra Orsini, G&A Specialist Rogue River-Siskiyou National Forest 3040 Biddle Road Medford, OR 97504-4119 Phone: 541.618-2019 Email: sorsini@fs.fed.us	Forward to Forest Supervisor for review and signature and distribute executed copies as outlined below.	

COMMENTS:

The attached Modification extends the FY2016 AOP thru 09/30/2017 to allow the County to expend the remaining funds available in the 2012 agreement for continuing law enforcement patrol activities on National Forest System (NFS) lands thru 09/30/2017. All unexpended funds will be deobligated upon expiration of the 2012 agreement.

Please print **three originals** of each document and forward them for signature as directed in the routing instructions. Please date and initial this cover letter and use it to transmit the signed documents to the next person on the list. After all signatures are obtained, fully executed documents will be distributed as follows:

- One original of each document will be retained for the official agreement file (Rogue River-Siskiyou National Forest);
- Two originals of each document will be returned to the County.

Please contact me if you have any questions. Thank you.

Javier Masiel
541-601-3554

Copy to Official Agreement File

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**AGENDA ITEM TITLE:** Authorizes New Forest Patrol Agreement with United States Forest Service and 2017 Annual and Financial Operating Plan Exhibit**AGENDA DATE^a:** 03/15/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 5 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** DJ Storns **PHONE/EXT:** 3322 **TODAY'S DATE:** 03/08/17**BRIEF BACKGROUND OR NOTE^b:** New Forest Patrol Agreement CLE #17-LE-11061000-012 and 2017 Annual Operating and Financial Plan for continuing law enforcement patrol activities on NFS lands.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

- (1) Grants & Agreements Transmittal & Routing Instructions
- (2) FS Agreement No. 17-LE-11061000-012,
- (3) 2017 Annual Operating and Financial Plan

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 Return to Admin. Asst. at Sheriff's Office so that originals can be mailed to USFS per request.

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) Agreement with USFS

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

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

FS Agreement No. 17-LE-11061000-012
Cooperator Agreement
No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between The****CURRY COUNTY SHERIFF'S DEPARTMENT****And the****USDA, FOREST SERVICE****PACIFIC NORTHWEST REGION LAW ENFORCEMENT & INVESTIGATION (LEI)
AND ROGUE RIVER-SISKIYOU NATIONAL FOREST****2017 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Curry County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Pacific Northwest Region Law Enforcement & Investigation and Rogue River-Siskiyou National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #17-LE-11061000-012 executed on _____ 2017. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2017 and ending December 31, 2017

Current Calendar Year Obligation: \$37,840.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
John Ward, Sheriff Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9707 Telephone: 541-247-3221 FAX: 541-247-6893 Email: Wardj@co.curry.or.us	DJ Storns, Executive Admin Assistant Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9707 Telephone: 541-247-3322 FAX: 541-247-6893 Email: stornsd@co.curry.or.us

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Javier Masiel, Patrol Captain Southwest Oregon Zone LEI U.S. Forest Service 3040 Biddle Road Medford, OR 97504-4119 Telephone: 541-618-2152 FAX: 541-618-2140 Email: jmasiel@fs.fed.us	Vacant, Program Assistant Southwest Oregon Zone LEI U.S. Forest Service 3040 Biddle Road Medford, OR 97504-4119 Telephone: 541-618-2150 FAX: 541-618-2140 Email:

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

RATE	DESCRIPTION
NTE \$42.22/hr	Senior patrol deputy wage rate (base + fringe) for actually incurred services
NTE \$63.34/hr	Senior patrol deputy overtime for actually incurred services
NTE \$1,500/year	Miscellaneous equipment and supplies authorized by the Forest Service in advance (<i>see Part III</i>).
\$0.575/mile	for actual miles patrolled

This Annual Operating Plan does not obligate the Cooperator to perform enforcement activities above and beyond that which the U.S. Forest Service is able to reimburse the Cooperator for; and the total reimbursement amount from the U.S. Forest Service to the Cooperator may not exceed the total available funds obligated through the life of the Cooperative Law Enforcement Agreement and subsequent Annual Operating Plans.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Area "A" – Powers Ranger District

Forest Road (FR) #5325 from the Forest boundary to Laird Lake:

- (1) Heavy use along Elk River
- (2) McGribble Campground FR#5502
- (3) Panther Creek Campground



- (4) Butler Bar Campground
- (5) Laird Lake Campground

Area "B" – Chetco Ranger District

North Bank Chetco River Road, FR #1376 with primary focus on Miller Bar, Nook Bar, Redwood Bar/Campground and Upper and Lower South Fork gravel Bar/Campground.

FR #1107 to the Winchuck Campground and Day Use Area, and FR #1108 to Ludlum House, Chimney Camp and Fourth of July Creek dispersed campground.

Area "C" – Gold Beach Ranger District

Patrol along the Agness Road, FR #3300 with primary focus at Lobster Creek Campground /Gravel Bar, Quosatana Campground /Gravel Bar, Oak Flat Dispersed Campground /Gravel Bar and Foster Bar Campground/Gravel Bar.

Area "D" – Federal Waterways

Patrol along the following waterways, including, but not limited to: Rogue River, Winchuck River, Chetco River, Hunter Creek, Pistol River, Elk River, Sixes River.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

See Areas A, B, C, and D under item 1.

Areas of patrol may be overlapping. Each patrol should average four hours in length. Patrol time should average a minimum of eight hours over two days per week. During peak summer recreation periods, patrol time may increase up to 40 hours weekly. The deputy should patrol each area at least once a week, weather permitting. Patrol should be made on random schedules with emphasis on weekends, particularly during the summer, and hunting and fishing seasons. Patrol schedules should be coordinated with the Forest Service.

Patrol of all areas should be made on randomly selected days including weekends, evenings, and holidays. The deputy's weekly patrol and general work schedule will be directed by the Cooperator and will conform and comply with the terms of the agreement. The parties mutually agree to:

1. Ensure deputy(s) availability for other support and assistance as requested.
2. Dispatch additional deputy(s), within manpower capabilities, when requested by the Forest Service to unforeseen or emergency situations, or to support Forest Service officers.
3. Ensure that overtime worked by the deputy will be coordinated with the Cooperator and the Forest Service in advance, excepting exigent circumstances.
4. Ensure that work performed by the deputy *outside the intent of the Agreement*, including Cooperator directed overtime that exceeds 5% of scheduled hours worked per month, will be the obligation of the Cooperator.

Total reimbursement for this category shall not exceed the amount of: **\$36,340.00**



III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Not to exceed \$1,500.00 for miscellaneous equipment and supplies authorized by the Forest Service in advance. **Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.** Only items meeting this definition shall be subject to the pro-rata share, documentation, and transfer requirements discussed in Provision IV-K and IV-L for equipment. **Supplies are those items that are not equipment and may be reimbursed in full (100%).**

Anticipated Equipment purchase/lease items: NONE.

Anticipated supply purchase(s): Up to \$1,500 for miscellaneous supplies.

Total reimbursement for this category shall not exceed the amount of: \$1,500.00¹

¹ Funds not used for supplies may be used for patrol activities. (See Provision I-B).

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify



times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, and an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. **Invoices.** Cooperator will submit monthly invoices to the Forest Service for reimbursement of services provided under this operating plan (includes drug enforcement and group gatherings). Invoices shall be printed on the Cooperator's department letterhead and be submitted to the address provided in Provision III-B of the Cooperative Law Enforcement Agreement.

Invoices shall include the following:

1. Date of invoice
2. Operating Plan reference number
3. Actual dates of services (from MM/DD/YY to MM/DD/YY)
4. Description of services (hours worked x rate/hour; miles x rate/mile)
5. Total amount billed to the Forest Service
6. Other supporting documentation such as activity reports with dates of service, areas patrolled and miles traveled
7. Signature from Sheriff, or other authorized representative, certifying that services have been performed as described on the invoice and related supporting documentation.

(Invoices are separate from the U.S. Forest Service Form FS-5300-5 Cooperative Law Enforcement Activity Report, which is required from the Cooperator annually as per Provision II-F of the Cooperative Law Enforcement Agreement).

- B. For reimbursement of fire emergency services provided under Section IV.B.2, the following billing procedure will be used:

1. Incident Management Team (IMT) personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment (billing) along with all required documentation using normal incident business procedures.



2. The designated representative, IMT official, or a designated Forest Service incident business official, will approve the invoice and submit invoices to the Albuquerque Service Center (ASC) for payment along with a copy of the current Operating Plan. The invoices and supporting documentation shall be forwarded for payment to ASC as follows:

USDA Forest Service
ASC – Incident Finance
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to 1-877-687-4894. Address FAX coversheets to:

USDA Forest Service
ASC – Incident Finance
Payments-Grants and Agreements

- C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs (Current Year Funds)	Estimated Carryover Balance	Total Estimated Costs
Patrol Activities	36,340.00	TBD	TBD
Training	0.00	0.00	0.00
Equipment/Supplies ²	1,500.00	0.00	1,500.00
Special Enforcement Situations	0.00	0.00	0.00
Total Estimated Costs:	37,840.00	TBD	TBD

² Funds not used for equipment/supplies category may be used for patrol activities.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

CURRY COUNTY:

JOHN WARD, County Sheriff
Curry County Sheriff's Department

Date

THOMAS HUXLEY, Chair
County Commissioner

Date


SUE GOLD, Vice-Chair
County Commissioner

Date

COURT BOICE
County Commissioner

Date

U.S. FOREST SERVICE:

 - Acting
MICHAEL L. LOUDERMILK
Special Agent in Charge,
U.S. Forest Service, Pacific Northwest Region
Law Enforcement and Investigations

3/1/2017

Date

ROBERT G. MACWHORTER
Forest Supervisor,
U.S. Forest Service,
Rogue River-Siskiyou National Forest

Date



The authority and format of this agreement have been reviewed and approved for signature.

SANDRA ORSINI 17-LE-11061000-012

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 17-LE-11061000-012

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
CURRY COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION LAW ENFORCEMENT & INVESTIGATION (LEI)
AND ROGUE RIVER-SISKIYOU NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Curry County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Pacific Northwest Region LEI and Rogue River-Siskiyou National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

This Cooperative Law Enforcement Agreement supersedes Forest Service Agreement #12-LE-11061000-008 (Agreement) and any annual operating plans executed under the Agreement, as these previous agreement(s) expire.

Title: CURRY COUNTY COOPERATIVE LAW ENFORCEMENT AGREEMENT

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*



- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or



agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- L. See attached Annual Operating and Financial Plan.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: 877- 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Southwest Oregon Zone LEI
U.S. Forest Service
ATTN: Captain Javier Masiel
3040 Biddle Road
Medford, OR 97504
Phone: 541-618-2152
E-Mail: jmasiel@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
John Ward, Sheriff Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9707 Telephone: 541-247-3221 FAX: 541-247-6893 Email: Wardj@co.curry.or.us	DJ Storns, Executive Admin Assistant Curry County Sheriff's Office 94235 Moore Street, Suite 311 Gold Beach, OR 97444-9707 Telephone: 541-247-3322 FAX: 541-247-6893 Email: stornsd@co.curry.or.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Javier Masiel, Patrol Captain Southwest Oregon Zone LEI U.S. Forest Service 3040 Biddle Road Medford, OR 97504 Telephone: 541-618-2152 FAX: 541-618-2140 Email: jmasiel@fs.fed.us	Vacant, Program Assistant Southwest Oregon Zone LEI U.S. Forest Service 3040 Biddle Road Medford, OR 97504 Telephone: 541-618-2150 FAX: 541-618-2140 Email:

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.



4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan,



an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to Cooperator.



3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- S. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2021.



W. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

CURRY COUNTY SHERIFF'S DEPARTMENT

JOHN WARD, County Sheriff

Date

THOMAS HUXLEY, Chair
County Commissioner

Date


SUE GOLD, Vice-Chair
County Commissioner

Date

COURT BOICE
County Commissioner

Date

U.S. FOREST SERVICE

 - Acting

MICHAEL L. LOUDERMILK
Special Agent in Charge
U.S. Forest Service, Pacific Northwest Region
Law Enforcement and Investigations

3/1/2017

Date

ROBERT G. MACWHORTER
Forest Supervisor
U.S. Forest Service,
Rogue River-Siskiyou National Forest

Date



The authority and format of this agreement have been reviewed and approved for signature.

SANDRA ORSINI 17-LE-11061000-012

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Appointing South County Representative to the Budget Committee**AGENDA DATE^a:** 03-15-17 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** T. Huxley **PHONE/EXT:** 3296 **TODAY'S DATE:** 02-24-17**BRIEF BACKGROUND OR NOTE^b:** Appoint a member to the Budget Committee^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Applications (3)

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:

^cNote: 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:** Appointments**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Appoints South County representative to Budget Committee

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 Appointment)
To the Curry County Budget)
Committee) ORDER NO. _____

WHEREAS, a vacancy has occurred on the Curry County Budget Committee due to the expiration of a term; and

WHEREAS, the vacated position represents the southern part of the County; and

WHEREAS, the position was posted publicly for interested County residents who would volunteer to serve should apply for appointment; and

WHEREAS, Terry Hanscam, Lloyd Whaley and Tom Brand have all applied to be appointed to the position and have indicated their willingness to serve as a member of the Curry County Budget Committee; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the following individual **(SELECT ONE)** is appointed to the South County position on the Curry County Budget Committee with said term to expire June 30, 2019.

_____ Terry Hanscam

_____ Lloyd Whaley

_____ Tom Brand

DATED this 15th day of March, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI, County Legal Counsel



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

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: LLoyD D. WHALEY

Date: 01-21-17

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 checked="" 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 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? 20 YEARS PORT OF BROOKINGS HARBOR PORT COMMISSIONER, 12 YEARS

CHAIRMAN, 3 YEARS COUNTY BUDGET COMMITTEE, 2 YEARS CHAIRMAN

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

LISTEN VERY CAREFULLY TO DEPARTMENT HEADS REGARDING MANDATES, REQUEST AND REASONS FOR FUNDS. THE MAIN PURPOSE IS TO ELIMINATE WASTE OF COUNTY DOLLAR

Describe your previous experience in this appointed position or a similar position: 3 YRS ON COMMITTEE ^{Budget}

Other volunteer activities: CHAIRMAN BROOKING HARBOR BOOSTER CLUB 4 YEARS

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 _____

Lloyd D. Whaley
Signature

01-21-17
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.

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.



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

RECEIVED

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

Board of Commissioners
Curry County, Oregon

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: Terry C. Hanscam [Click here to enter text.](#)
[here to enter text.](#)

Date: 06/14/2016 [Click](#)

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"/> Coos Curry Housing Authority
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Farm Board of Review
<input checked="" type="checkbox"/> Budget Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Building Codes Appeal Board	<input type="checkbox"/> Planning Commission
<input 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"/> 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): CC Budget Committee, CC Compensation Board [Click here to enter text.](#)

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? CC budget committee 9179 to 1991, CC Commissioner 1992 to 1997, CC Budget Committee 2013 to present , presently on the CC Compensation Committee [Click here to enter text.](#)

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

County Government and it's Finances

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

Former CC Commissioner, Budget Committee member

Click here to enter text.

Other volunteer activities: 20 plus years on South Coast Business Employment Corp. board, currently Chairman Click here to enter text.

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 Click here to enter text.

Have you ever been convicted of a crime?

☐ Yes ☒ No

If Yes, please explain Click here to enter text.


Signature

6/14/16
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.

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.

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

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

Please complete both pages 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: Thomas Brand Date: 3/6/2017

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

Farm Board of Review

Budget Committee

Local Public Safety Coordinating Council

Building Codes Appeal Board

Planning Commission

Other

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

No

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? Previous budget committee member.

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

Concern for my community's safety and property values.

THOMAS H BRAND

3/6/17

See also original application

Gold Beach, OR 97444

Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Commissioners

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: THOMAS BRAND Date: FEBRUARY 13, 2017

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

θBudget Committee

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

θNo

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? PREVIOUS EXPERIENCE ON THE BUDGET COMMITTEE AS A LAY MEMBER.

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? MY STRONG BELIEF THAT THE COUNTY IS BEST SERVED BY PROVIDING ALL THE SERVICES IT CAN WHILE ONLY PROVIDING THOSE SERVICES FOR WHICH IT CAN PAY, WITHOUT BORROWING. I ALSO BELIEVE THAT OUR GOVERNMENT SHOULD HAVE AN EASILY UNDERSTANDABLE AND WORKABLE INTERNET ACCESS TO ALL DEPARTMENTS AND FOR ALL INTERACTIONS BY ALL COMPUTER TYPES competitive with the what is available in at least 2015.

Describe your previous experience in this appointed position or a similar position: FUNCTIONED AS A MEMBER OF THE COUNTY'S BUDGET COMMITTEE AND CREATED THE BUDGET FOR THE SPECIAL ROAD DISTRICT OF WHICH I WAS A MEMBER.

AT THE BOTTOM OF "PAGE 2" MY ATTEMPTS TO ENTER INFORMATION WERE NOT SUCCESSFUL. IF APPOINTED, I'LL COMPLETE THE INFORMATION BY HAND.

Tom Brand 2/13/2017

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Hearing to Consider Annexation into Harbor Sanitary District**AGENDA DATE^a:** 03-15-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 30 min.^aSubmit 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:** 03-17-17**BRIEF BACKGROUND OR NOTE^b:** Per prior Resolution, this Annexation Hearing is set for today at 11:00A.M. Per statute, public hearing is required on petition for annexation. Board approval would add property currently used by FedEx and one other parcel into Harbor Sanitary District. Harbor Sanitary district Board has approved the petition.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1) Order
- (2) Exhibits A & B
- (3) Email from Community Development Director

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

- | | | |
|---|-----------------|-----------------------------------|
| <input checked="" type="checkbox"/> File with County Clerk | Name: | Per ORS Statute, County Assessor, |
| OR. Dept. of Revenue, Secretary of State, and County Clerk | | |
| <input checked="" type="checkbox"/> Send Printed Copy to: | Address: | |
| <input type="checkbox"/> Email a Digital Copy to: | City/State/Zip: | |
| <input checked="" type="checkbox"/> Other See Brenda for further handling | | |

Due date to send:	/	/	Phone:
			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 <input type="checkbox"/> No <input type="checkbox"/> |
| Comment: | |
| 2. Confirmed Submitting Department's personnel-related materials | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> |
| Comment: | |
| 3. If job description, Salary Committee reviewed: | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> |
| 4. If hire order requires an UA, is it approved? | Yes <input type="checkbox"/> No <input type="checkbox"/> Pending <input type="checkbox"/> N/A <input checked="" type="checkbox"/> |

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) Adds property to Harbor Sanitary District**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

Commissioner Court Boice

Yes ☐ No ☐

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

Summer Matteson

From: Carolyn Johnson
Sent: Thursday, March 02, 2017 10:29 AM
To: Brenda Starbird
Subject: 15887 Highway 101, Brookings, Oregon 97415 - tax lots 2900 and 2901 - annexation into the Harbor Sanitary District

I have reviewed the proposed annexation of Tax lot 2900 and 2901 into the Harbor Sanitary District filed by Walt Harder. The subject property, located in the Brookings Urban Growth boundary, includes approximately 9.38 acres of land with a Comprehensive Plan designation of "Commercial" and a zoning designation of Heavy Commercial (C-2).

The proposed annexation of the property into the Harbor Sanitary District is consistent with the policies and implementing regulations of the Comprehensive Plan.

Carolyn Johnson
Community Development Director
Curry County
541-247-3228

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

In the Matter of an Order)	
Approving the Petition of)	
Walt Harder for Annexation to)	ORDER NO. _____
Harbor Sanitary District)	
Pursuant to ORS 198.857)	

This matter came before the Board of Curry County Commissioners on a petition from Walt Harder. The petition was submitted for annexation of the property that is described in Exhibit "A" and shown on Exhibit "B" into the Harbor Sanitary District. Petitioners filed a petition under ORS 198.857 with the Board of Curry County Commissioners which became complete on or around February 13, 2017. Pursuant to a Resolution dated March 1, 2017 the Board declared the petition met the requirements of ORS 198.857, and that it was otherwise sufficient under the Principal Act. The Board in that Resolution set a hearing on the proposed annexation for Wednesday, March 15, 2017 at 11:00A.M. in the Commissioners' Hearing Room, Courthouse Annex, 94235 Moore Street, Gold Beach, Oregon. Pursuant to ORS 198.857(3), notice was mailed to Petitioners and the board of the affected District.

At the time and place of the notice referenced above, the Board held a public hearing to consider the petition (ORS 198.857(4)). It received evidence into the record and began to deliberate. In making its decision, it considered the local comprehensive plan for the area. The Board adopted as its own findings the statement of the Community Development Director "the proposed annexation of the subject property into the Harbor Sanitary District is consistent with the policies and implementing regulations of the Curry County Comprehensive Plan."

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

- 1) The property described on the attached Exhibit "A" and shown on the attached Exhibit "B", which are incorporated by reference, is annexed to the Harbor Sanitary District.
- 2) Pursuant to ORS 198.780, within ten (10) days of the date of this order, the Board of Curry County Commissioners shall file duplicate copies of this document with the State of Oregon Department of Revenue, the Secretary of State, the County Clerk and the County Assessor.

DATED this 15th day of March, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Hutt
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.

Curry County Title

937 Chetco Ave., Bldg. C
P.O. Box 1363
Brookings, OR 97415
(541) 469-2101
(541) 469-9509 Fax
(888) 355-8100 Toll Free

Email: documents@currycountytile.com

Underwritten by: Old Republic National Title Insurance Company

BROOKINGS ESCROW
Seller: Shafer Trust
Buyer: FXG Brookings, LLC

February 11, 2016
2nd 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: 
DATED  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

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

Page 1 of 2



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

E HALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004024686
My Commission Expires August 22, 2020

[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.

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

CURRY COUNTY, OREGON 2017-00574
LAND
Cnt=1 Pgs=3 RECC 02/08/2017 02:00 PM
\$67.00



I, Renee Kolen, County Clerk, certify that the
within document was received and duly recorded
in the official records of Curry County.

Renee Kolen - Curry County Clerk



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

Page 1 of 2

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. Las } 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.

EXHIBIT "B"

EAST BENHAM LANE

TENTATIVE BOUNDARY ADJUSTMENT
HARDER-DIESSLIN DEVELOPMENT
GROUP, LLC

PARCEL BEING ADJUSTED IS LOCATED IN
EDWARD O'LAUGHLIN DONATION LAND CLAIM NO. 42,
SECTION 9, TOWNSHIP 41 SOUTH, RANGE 13 WEST,
WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON

PREPARED FOR
HARDER-DIESSLIN DEVELOPMENT GROUP, LLC
112 F STREET, SALIDA, CO 81201
OCTOBER 3, 2016

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
JANUARY 5, 1988
RICHARD B. DAVIS
827

EXPIRATION DATE: DEC. 31, 2017

PROPERTY CORNER SYMBOLS

● INDICATES CORNER MONUMENT: SEE DESCRIPTION BELOW.

⊗ CORNER SEARCHED FOR, NOT RECOVERED.

PROPERTY CORNER DESCRIPTIONS

- ① CORNER IS MARKED BY A 1-1/2" DIAMETER ALUMINUM CAP ON A 5/8 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 5/8" 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 1970-04. CORNER APPLIES TO LOTS 15 & 16 TO THE EAST , AND IS 0.51 FEET ONTO PARCEL 1 PROPERTY.
- ⑦ RECOVERED A 5/8 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' THEREON 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 94+00.

(10) 1-1/2" ALUMINUM CAPS ON 5/8 REBARS WITH CAPS STAMPED "PLS 73590" WERE FOUND NEAR

(11) 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".

(12) 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

(14) ANGLE POINT ON THE AMENDED PARTITION LINE.

ORIGINAL LINE BETWEEN
PARCELS 1 AND 2

PROPOSED NEW LINE BETWEEN
PARCELS 1 AND 2

AMENDED PARCEL 2
4.21 ACRES

30 0 60 120 180

SCALE 1" = 60' (1:720)

MAP AND SURVEY BY



AERIAL PHOTOGRAPHY AND MAPPING
LAND-AERIAL-HYDROGRAPHIC SURVEYING
AERIAL VOLUME STUDIES
DIGITAL ORTHOPHOTO MAPPING
LOW ALTITUDE HELICOPTER MAPPING
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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**AGENDA ITEM TITLE:** County Counsel Time, By Individual Commissioner Appointments.**AGENDA DATE^a:** 3-15-17 **DEPARTMENT:** BOC **TIME NEEDED:** 15 minutes^aSubmit 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:** 3-8-15**BRIEF BACKGROUND OR NOTE^b:** It is my view that Commissioners should request time by making [in reasonable advance] appointments with Curry County Legal Counsel. While sporadic visits can be important, they also can be disruptive to His/Her production and efficiency, including staff.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Appointments For County Counsel Times ...

(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:** New Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail) Discussion possible direction; decision/action pends

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 ☐

Commissioner Appointments for County Counsel Time.

This policy could help promote more trust and bring more confidence to individual board members. It could also lower risks of putting County Counsel in any compromising position.

Routine “drop-ins” at times are important, however can be disruptive to his/her critical schedule and Board directed tasks at hand

Respecting the time of our County Counsel is imperative. A time limit of 30 minutes should be established before a new appointment then becomes a requirement.

Commissioners should demonstrate an understanding of making the job(s) of Curry County Counsel less complicated and in addition a simple recognition of their workload.

Further to take every precaution in not contributing to the slightest appearance of “taking advantage” of his/her legal stock in trade.

In the interest of full transparency and disclosure, I also propose that each Commissioner be responsible to fill out a simple “Concluding Note” representing the basis of the meeting and general results. That could be as simple as corresponding emails.

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

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

AGENDA ITEM TITLE: County Wide Consumption Tax Advisory Committee

AGENDA DATE^a: 3-15-17 **DEPARTMENT:** Commissionr Boice **TIME NEEDED:** 5 minutes

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Court Boice **PHONE/EXT:** **TODAY’S DATE:**

BRIEF BACKGROUND OR NOTE^b: A Consumption Tax that could generate a substantial amount of revenue. I'm asking for the Board of Commissioners to consider forming an Advisory Committee to research this possibility similar to our current Citizens Budget Advisory Committee.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (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

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: 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: New Business

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail) Discussion with possible direction; Board action/decision pends

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**AGENDA ITEM TITLE:** Presentation Recognizing Curry County Parks Donation**AGENDA DATE^a:** 3-15-17 **DEPARTMENT:** Parks **TIME NEEDED:** 7 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J. Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 3-8-17**BRIEF BACKGROUND OR NOTE^b:** A presentation to the BOC and recognition of the donors who gave a tremendous amount of items to the County.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1) Letter from Donors / List of donated items

(2) Thank you letter to Donors

(3) Thank you letter from BHHS

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:

^cNote: 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) Acknowledge receipt of donation into County out to Brookings Harbor High

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 ☐

Donated Item	Number	Value	Total
1/2 inch electric impact wrench	1	149	149
1/2 inch impact with sockets	1	249	249
3000 watt generator	1	1800	1800
5 gal plastic fuel tanks	30	35	1050
7000 watt generator	1	1100	1100
800 watt generator	1	900	900
Air fittings and hoses	10	40	400
Bunk Beds	2	299	598
Commercial Battery Charger	1	600	600
Commercial water hoses #3/4 inch	4	129	516
Drill Press Multi Speed	1	800	800
Drill Sets	4	100	400
Dryers	2	1000	2000
Dust Extration system	1	550	550
Electric drills	11	75	825
Electric Stapler	1	75	75
Electrical Conduit etc	1	500	500
Epoxy paint	12	200	2400
Fence mounted horse feeders	6	150	900
Flat Bed Trailer (used)	1	3000	3000
Fuel Tank 300 gallons	1	900	900
Fuel Tanks 111 gallons	2	700	1400
H/D 100 ft extension cords	30	49	1470
Honda water Pumps	3	1200	3600
Horse feeder trough	3	159	477
Hose electrical fencing 2000 feet complete	2	299	598
Jack Stands	2	25	50
Jet Band Saw	1	1899	1899
Jet Planer Joiner	1	2200	2200
Jet Table Saw	1	2500	2500
Misc equestrian supplies	1	3500	3500
Misc Hand Tools	1	1000	1000
OX-Actelyne kit with tanks	1	495	495
Pancake Air Compressor	1	180	180
Paver Base	3	49	147
Paver Stones	200	4.95	990
Portable handheld Electric Saws	3	100	300
Power Air Stapler	1	249	249
Radial Arm Saws with Stands	2	1000	2000
Redwood 2x4 20 ft	30	65	1950
Refrigerator	1	700	700
Shop Smith	1	1500	1500
Small Band Saw	1	175	175
Smithy Granite 3 Way	1	3569	3569
Steel tube horse fencing	100	15	1500
Table Saws with Stands	2	500	1000
Tank Air Compressor	1	950	950
Washers	2	1200	2400
Wood Augers premium	1	99	99
Horse Fencing	1	500	500

Horse Round Feeders	2	300	600
Misc Garden tools Shovels, Rakes etc	100	10	1000
3 wide screen TV's for parks	3	400	1200
Washing machine	2	350	700
3 Blu-ray players for TV's	3	50	150
Solar lights	20	25	500
Stereo for TV surround sound	2	100	200
Wood Splitters	1	1000	1000
3 in 1 Lathe Metal	1	2500	2500
Anvils various	3	2000	6000
Misc Tool boxes	3	50	150
Portable battery chargers	3	40	120
Honda weed whacker	1	300	300
Misc Dremel tools	1	300	300
Misc Ropes	1	100	100
Composting toilet (electric)	1	1200	1200
Chain saws various	1	1200	1200
Power hand saws	4	100	400
Power Drills	4	100	400
Band saw	1	500	500
Belt Sander	1	500	500
Misc shop supplies	1	250	250
Misc uncounted items (nuts bolts washers)	1	200	200
2 wheel grinder	1	60	60
Large Stone Grinder	1	200	200

0

Total

76840

To Whom it may concern:

In addition to the attached list of equipment and estimated value of items donated to Curry County Parks and Juvenile Department we would like to explain the decision to donate said items to Curry County Parks and Juvenile Department.

I was the Host at Lobster Creek for over 2 years beginning that post under the previous Parks Director Ken Dukek. When Ken left I came under the direction of Jay Trost. It was a pleasure and privilege working with both these Directors.

During my time as Host I noticed that many items needed work and there was a need for additional and updated equipment. When talking to camp groups, many with children such as 4H Boy Scouts and public service teenagers I sensed that they needed outlets other than public service.

Luckily I reconnected with Sharon after 53 years and lived for a short time in Montana, hoping to return to camp hosting with Curry County Parks at some point in the future. Sharon and I decided that the ranch was too much work for us to keep and after discussion decided to call Jay and see if they were interested in a donation of equipment that the parks and Juvenile departments could use.

To our surprise, the answer was yes. We sent pictures of the items to Jay and asked how we could get the items there. It was decided that Penny and Tate would come and pick up.

Three trucks were needed and hired help loading them. It was our decision to absorb the cost of two (2) of the trucks loading crew and driver of the 3rd truck, our own fuel, lodging and food to assist the park in getting the equipment and supplies delivered so those expenses were not absorbed by the Parks and Juvenile Departments. Our total outlay for that trip was over 3500 dollars.

When we returned to Montana we found additional equipment and some that could not be taken on the first trip (even with 3 trucks and a trailer) that could be used by the Parks and Juvenile Departments to aid Veterans, schools and 4 H etc:

To assist the Parks with this delivery once again we paid for one truck and loading crew our own lodging, fuel, food etc: The only personal items we brought were put into the open space about ¹/₄ of the truck we paid for and were driving and one trailered personal vehicle once again on the truck we paid for. Our total outlay for that trip was 2100 dollars.

We then returned to Montana and a few months later moved our personal items by professional mover (United Van Lines) paying over \$22,000 for that move.

Why did we do all this? As Host I was treated very graciously by all the members of the Juvenile and Parks department, Sharon and I love the parks and the chance to give back after all

these years with equipment that children, Vets, Park employee's and users can use and enjoy means so much to us.

As Veterans (Army and Marine Corps) we understand the need for good equipment, working with young people and the importance of volunteer service to our new home and community.

Thank you so much for accepting our donation.

Sincerely

Richard Warren

A handwritten signature in blue ink that reads "Richard Warren". The signature is written in a cursive style with a large, stylized "R" and "W".

Sharonlee Cummins

A handwritten signature in blue ink that reads "Sharonlee Cummins". The signature is written in a cursive style with a large, stylized "S" and "C".



Jonathan Trost
Director
Curry County Parks

94235 Moore Street, Suite 231
Gold Beach, OR 97444
ph: 541.247.3235
trostj@co.curry.or.us

Ms. Cummins and Mr. Warren,

I would like to thank you for your generosity. Your donation, valued in the amount of \$76,840.00 has been humbly accepted into the Curry County Parks department. It was your intention to assist the Parks and a variety of youth activities with this donation and because of that, several of the items were donated to the Brookings Harbor School District to open an industrial arts program. In its current capacity, the robotics class has been making great use of the equipment to build their new projects. The equestrian equipment was given to the local 4H chapter and they are very excited to have had such a generous donation. The parks now have a very functioning shop and equipment to grow and maintain our beautiful parks.

Thank you on behalf of the County Parks Department and all the future users and benefactors of your generosity.

Jonathan Trost



Brookings-Harbor High School

629 Easy Street

Brookings, OR 97415

541 469-2108

Fax 541 412-7573

www.brookings.k12.or.us

Mrs. Lisa Dion – Principal

Mr. Alex Merritt – Assistant Principal

Dear Curry County Juvenile Department,

Thank you so much for your generous donation of shop machines and materials to Brookings-Harbor High School's Construction, Welding, and Robotics programs. These machines, which would have been far beyond our current budget to purchase in a single school year, will help us to further improve our CTE programs and give students the experience they need to learn valuable skills.

Already, these machines are being used to produce benches to beautify our school garden, parts for our Robotics Club, and the structure of a shed the Construction class is building to house an electric car. When you have the right tools, you can create amazing things! Thank you so much for thinking of the youth of Brookings-Harbor.

Donations like this go far beyond simply improving our programs. Often, the effects of efforts in the prevention of juvenile offenses are invisible, but that is the point. Each student set on a career path because of access to vocational and trade pathways such as welding, construction, and robotics, is one fewer student who lacks a positive connection to school. Connections in these areas then increase student attendance and can lead to an interest in attending community college programs or vocational schools to gain further certification on the way to a productive career.

Over the past two years your staff have sustained a strong effort to be proactive and preventive in working with the youth of our community. They have benefitted immensely. You have formed positive relationships with the young people who are most at risk in our schools, and have been vital partners with school administrators and staff in working with students and their families. You are truly invested in the difficult work of prevention. We are fortunate to be partners with you, and we rely on your continued efforts in this mission.

Thank you once again for this donation, and all the hard work of your staff. We continue to be impressed and grateful for your service to our school and community.

Sincerely,

Alex Merritt

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** South Coast Development Council (SCDC) New Director Introduction**AGENDA DATE^a:** 03.15.2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 12 minutes^aSubmit 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:** 03.02.2017**BRIEF BACKGROUND OR NOTE^b:** Introduction of John Hitt, new Director of SCDC.^bIndicate 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

Name:

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Address:

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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:** **Presentations****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☒ **No** ☐
(If Yes, brief detail) Describes SCDC contract performance**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

AGENDA ITEM TITLE: February 2017 monthly report

AGENDA DATE^a: March 15, 2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 3 minutes

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Carolyn Johnson, Community Development Director **PHONE/EXT:** 3228 **TODAY'S DATE:** 03.07.2017

BRIEF BACKGROUND OR NOTE^b: Department monthly report as attached

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Memorandum

- (1) Monthly report for February, 2017
(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:

^cNote: 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: **Staff Report**

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 ☐



Community Development Department February 2017 Activity Report

Building Permits: 26 Permits issued
February \$28,785.18

Building Inspections: 104
Phone/counter: 200 calls/visits

Planning Permits:

- 3 Land Use Compatibility Statements
- 1 new addresses
- 11 Planning Clearance reviews
- 4 property line adjustment
- 2 CUP renewals

Administration

- Preparation of January 2017 activity report
- Conferral with various staff regarding code enforcement administration. Review of procedures from other counties and cities, research on citation requirements/limitations, visit to the court to learn about procedures, time with County Counsel to investigate options.
- Interface with Gold Beach Planner on planning permits
- Ongoing communication and conferral with selected Building Official candidate in preparation for him coming on board in April 2017.
- Continued hone and e-mail discussions with potential intern for summer work related to update of the Comprehensive Plan
- Meeting with County Accountant on budget and evaluation of 2016/2017 budget status
- Preparation and presentation of staff report(s) to BOC regarding Planning Commissioner appointments.

Economic Development

- SCDC engagement – See SCDC monthly report, **SEE ATTACHED EXHIBIT 1.**
- Preparation of staff report to BOC regarding rental of office space in county annex.
- Communication with Dan Agnew regarding Mill site.

Development Projects

- Ongoing interface with contract and regular staff regarding development applications.

Long Range Planning

- Zoning Ordinance amendments - Prepared staff reports, code amendments and information for February Planning Commission meeting for update of the natural hazards sections of the Zoning Ordinance.
- FEMA mapping project – Ongoing work with DLCD and FEMA staff regarding upcoming FEMA mapping project, putting together project logistics, issuing press release, preparing and mailing out 1,700 post cards to potentially affected property owners. Final preparations for March 1 meeting.

EXHIBIT 1

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.

03/02/2017

February Curry County BRE Report



As part of SCDC's ongoing work in Curry County, which primarily focuses on Business Retention and Expansion efforts throughout Curry County, this is an accounting of our efforts for February 2017.

50 Central Avenue, Suite A
Coos Bay, OR 97420
541.266-9753
www.scdcinc.org

- February 3rd, 2017: 10 hours of staff time. Connie and Shaun both traveled to Curry County. Shaun stopped in Gold Beach to finish the assessment of the Curry County Annex building offices from 830am until 930am. Shaun then traveled to Brookings to meet with Gary of the Port of Brookings-Harbor. Connie also attended the meeting with the Port of Brookings-Harbor. After this meeting, Shaun stopped for lunch and left for Coos Bay. Connie traveled to Gold Beach to meet with Lea Seavey of OASIS Shelter to discuss possible locations for a facility in the city.
- February 8th, 2017: 6 hours of staff time. Shaun traveled to Gold Beach to hold office hours and meet with Carolyn. Shaun also attempted to coordinate with Ron Crook at the Curry County Fairgrounds but was unable and left early due to extreme weather.
- February 15th, 2017: 6 hours of staff time. Shaun traveled to Brookings to meet with Coos Curry Electric Co-op, Bonneville Power Administration and the Port of Brookings-Harbor about possible energy efficient incentives.

Our next scheduled date to be in Curry County is March 1st to discuss the completed office assessment and present it at the Board of Commissioners meeting. John Hitt, Interim Director, will also be in Curry County from March 15th thru the 17th.

We are looking to continue our expanded efforts in Curry County.

Sincerely,

Shaun Gibbs
Economic Development Specialist
South Coast Development Council, Inc.
541.266.9753
Shaun@scdcinc.org

◆◆◆◆◆

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 ◆

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**AGENDA ITEM TITLE:** Surveyor's Report for February, 2017**AGENDA DATE^a:** March 15, 2017 **DEPARTMENT:** County Surveyor **TIME NEEDED:** Whenever^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** March 1, 2017**BRIEF BACKGROUND OR NOTE^b:** Monthly Department Report^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1) 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:

☐ 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:** Staff Report**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 ☐

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT **FOR FEBRUARY, 2017**

County Surveyor Activities:

February was another normal month for the County Surveyor's Office. We had the usual customer service questions relating to property surveys, records available for the public, available maps, and general questions relating to property and boundary problems. Citizens were helped and a few maps were sold. Other activities involved:

- Several citizens were referred to the list of Licensed Land Surveyors doing business in Curry County for questions and possible survey work. One urgent inquiry was for a group acquiring an Assisted Living Facility in Gold Beach that needed an ALTA (American Land Title Association) survey as soon as possible was also referred to the list of surveyors.
- Maps of Survey and a Partition Plat were reviewed and suggestions/corrections sent to the preparing land surveyor for corrections prior to filing the Mylar map.
- Barbara Colton, the Department Specialist, is becoming an outstanding employee. She is learning very fast, is a dedicated worker and eager to help all callers.
 - She has continued her review of older Bureau of Land Management (BLM) surveys for corners set that need corner records filed. These corner records are being prepared, scanned for on line reference, paper copy indexed, filed and the map given a number, then filed. We are finding most correction surveys, completion surveys and dependent re-surveys for the last 100 years have not been properly indexed and filed in the Surveyor's Office. This is a "fill in" job when she is not helping the public or doing other tasks.
 - She has nearly completed compiling a list of Public Land Survey System (PLSS) Corners that are in cities and near cities. We need to notify their Public Works Departments to be careful and try to maintain these PLSS corners that fall in their streets. These corners, inside and near the cities will be visited by Reily, Cody Coons and Quincy Coons as time permits.
- A letter was sent to the Sheriff and local Police Chiefs asking if they maintain a list of marijuana grow sites. A discussion at the Oregon Land Surveyor's Conference was centered on surveyors having problems when working near grow sites. It was also mentioned that land surveyors have the right of entry under ORS 672.047 (something many law enforcement officers are not aware of when called for a trespassing offense).
- Review and discussion of new FEMA flood map changes.
- A brief report of BLM lands (many isolated parcels surrounded by private lands) in Curry County was made to the BOC.
- Reviewed progress on the new GIS. It was noticed that all the old data from the old GIS has been imported into the new GIS. The new GIS are already very useful, but when all the updates are made and implemented, it is going to be great. It looks like the contractor (Lane County) has made great progress. When all of the new Assessor's information is included, it will be a fine tool. I don't know when or how the updates from this office will be implemented.

- We are anxiously anticipating implementation of the new website. Our maps and other filed records are rapidly getting out of date.

NEW SURVEYS, FILED, SCANNED, COPIED, PUT ON LINE:

3 Surveys were done in the north part of Curry County, 2 for Timber Management and 1 for property corners.

3 Surveys were done near Gold Beach, 2 Property line adjustments and 1 for Pistol Resources of owner boundaries.

1 Property boundary survey was done near Brookings.

1 Partition Plat was filed near the Chetco River in Brookings.

DEPOSITS: February = \$2070.00 for map filing fees and map sales.

Reily Smith worked 25 hours in February.

Barbara Colton worked 72 hours in February.

Respectfully submitted,

Reily Smith
County Surveyor

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Executive Session Per ORS 192.660(2)(f)&(h)**AGENDA DATE^a:** 03/15/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 20 min^aSubmit 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:** 03/06/2017**BRIEF BACKGROUND OR NOTE^b:** To confer with counsel on matters of pending litigation and to consider information exempt from disclosure under public records laws attorney client and work product^bIndicate 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

Name:

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Address:

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City/State/Zip:

☐ Other

Phone:

Due date to send: / /

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^{*}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:** Executive Session**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Legal impact depends; no decision required; any decision will be made publicly.

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**AGENDA ITEM TITLE:** Executive Session Per ORS 192.660(2)(f)(exempt information)**AGENDA DATE^a:** 03/15/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 20 min^aSubmit 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:** 03/07/2017**BRIEF BACKGROUND OR NOTE^b:** To discuss county security features and plans information exempt from public disclosure 192.660(f); ORS 192.501(22); ORS 192.502(1), (8), (33)^bIndicate 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 ☐

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(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
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4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☐

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Executive Session**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☒
(If Yes, brief detail) Legal impact depends; no decision required; any decision will be made publicly.**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 ☐