



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, June 28, 2017 – 10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS (5 Minutes)

- A. Brookings Airport Pavement Management Grant Agreement (5 min)
- B. Retain Prothman to Recruit County Accountant (10 min)

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS (5 Minutes)

- A. July 1, 2017 Vets Day at McVay Rock State Park at 10A -- Harbor, OR
- B. July 4, 2017 County offices closed
- C. July 5, 2017 Board of Commissioners' Meeting at 10A – Commissioners' Hearing Room
- D. July 12, 2017 Board of Commissioners' Workshop at 10A – Commissioners' Hearing Room
- E. July 19, 2017 Board of Commissioners' Meeting at 10A – Commissioners' Hearing Room

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

6. PUBLIC HEARING

7. CONSENT CALENDAR

- A. Recommended pay decrease effective July 1, 2017 – Surveyor (5 min)
- B. Western Oregon Advanced Health (WOAH) Coordinated Care Organization's (CCO) Curry County Advisory Committee (CAC) membership application (5 min)
- C. Brookings Airport Hangar 3B Amendment to Lease (5 min)
- D. Brookings Airport Hangar 8 Amendment to Lease (5 min)
- E. Brookings Airport Hangar 1D Amendment to Lease (5 min)
- F. Brookings Airport Hangar 1A Amendment to Lease (5 min)
- G. Brookings Airport Hangar 5 Amendment to Lease (5 min)
- H. Renew Contract with Carleton Law Office for Assistant County Counsel for fiscal year 17-18 (5 min)
- I. IGA with Oregon Youth Authority (OYA) for individualized services (5 min)
- J. IGA with OYA for Juvenile Crime Prevention (JCP) basic services and Diversion services (5 min)
- K. OYA Lease #2133 with Juvenile Department (3 min)
- L. Adoption of an Existing Position Description - Corrections Deputy (5 min)

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.

- M. Public Transit Agreements No. 31916, 31999, and 32185 (State of Oregon and Curry County) (10 min)
- N. New Hire / Summer Work Crew (5 min)
- O. Boice Cope camp caretaker agreement (5 min)
- P. Agreement with Wild Rivers Mountain Bike Association (WRCMBA) and Curry County (5 min)

8. AMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Abel - Insurance Proposals for SAIF Work Comp coverage (15 min)
- B. Abel - Insurance Proposals for Airport Liability Insurance (15 min)
- C. Abel - Insurance Proposals for CIS Liability, Property & Crime Insurance (30 min)
- D. Order adopting Elected Official Travel Policy (15 min)
- E. Order directing return of grant funds to Allcare (10 min)
- F. Association of O & C Counties dues for 2017-18 & 2018-19 (15 min)
- G. Master Payroll Fiscal Year 2017-18 (5 min)

9. PRESENTATIONS

10. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

11. NEW BUSINESS

- A. Dispatch IGA Gold Beach and Curry County (15 min)
- B. Dispatch IGA for the City of Gold Beach Police Department and Fire Department (15 min)

12. OLD BUSINESS

- A. Overcharging of south Curry County citizens by Sutter Coast Hospital (2 min)

13. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS

- A. Commissioner Liaison Changes (5 min)

14. ADJOURN

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Brookings Airport Pavement Management Grant Agreement**AGENDA DATE^a:** 06/28/2017 **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:** 3218 **TODAY'S DATE:** 06/22/2017**BRIEF BACKGROUND OR NOTE^b:** The State Oregon Department of Aviation has a pavement management grant program. As set forth on page 2 of the grant application, Terms of the Agreement, sections 2 & 3, the County's 10% match will be paid from the grant. As per page 4 State Obligations the ODA will oversee the contracting for the work and the work. County commits to keep the airport public for 20 years.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Grant

(1)Pavement Management Grant Application

(2)Sponsorship Statement of Obligations

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:** Agenda Ammendments**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Commits county to pavement activities at Brookings 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 ☐

STATE SPONSORSHIP AGREEMENT (reference FAA Appendix form)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CONSENT FOR STATE SPONSORSHIP AND
STATEMENT OF AIRPORT SPONSOR'S OBLIGATION

Brookings Airport

Airport

Brookings/Curry County

Associated City/County

In accordance with Title 49 of the United States Code (U.S.C.), section 47105(a)(1)(b).

Curry County

Name of Airport Sponsor

herein called the "Airport Sponsor", hereby consents to project sponsorship by the STATE OF OREGON.

OREGON DEPARTMENT OF AVIATION

Name of State Agency

for a project at the above airport and associated city/county described as follows:

Project description: 2017 PMP Rehabilitate apron, taxiway pavement, including crack sealing, patching and sealing.

Airport Sponsor also assures and certifies that it will comply with all terms, conditions, and assurances contained in project application submitted to the Federal Aviation Administration. copy of the project application assurances and grant agreement conditions is attached and made part of this consent for State sponsorship and statement of Airport Sponsor's obligations.

Curry County

Name of Airport Sponsor

BY

TITLE

DATE

[Signature]
CURRY CO. AIRPORT MANAGER
6/22/17

CERTIFICATE OF AIRPORT SPONSOR'S ATTORNEY

Acting as Attorney for Airport Sponsor, I do certify that I have examined the foregoing agreement and find that the execution by said Airport Sponsor has been duly authorized and is in all respects due and proper in accordance with the laws of the State of Oregon, and that in my opinion said State Sponsorship Agreement constitutes a legal and binding obligation of the Airport Sponsor in accordance with the terms thereof.

FOR:

Curry County

Name of Airport Sponsor

BY:

TITLE

DATE:

[Signature]
CURRY CO. LEGAL COUNSEL
6/22/17

Completed and signed attachments:

Attachment 1 Airport Improvement Program Projects

Attachment 2 Standard DOT Title VI Assurances

Attachment 3 Contractor Contractual Requirements (No Signature Required)

Attachment 4 Clauses for deeds, licenses, leases, permits or similar instruments (No Signature Required)

Attachment 5 Certification for Contracts, Grants, Loans, and Cooperative Agreements

Attachment 6 Certification Regarding Drug-Free Workplace Requirements

Attachment 7 Airport Sponsor Assurances (No signature Required)

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Brookings Airport

LOCATION Brookings, Oregon

AIP PROJECT NO.: AIP 3-41-4100-033

STATEMENTS APPLICABLE TO THIS PROJECT:

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Brookings Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Brookings Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY:  DATE: 6/22/2017

TITLE: Airport Manager

SPONSORING AGENCY: Curry County

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

STANDARD DOT TITLE VI ASSURANCES

Curry County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED

6/28/2017

Curry County
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed


Sponsor's Authorized Representative

Date

6/22/17

Title

AIRPORT MANAGER

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

17368 Parkview Dr

Brookings, OR 97415

Curry County

Check ☒ if there are workplaces on file that are not identified here.


Signature of certifying official

 AIRPORT MANAGER
Title

 6/22/2017
Date

INTERGOVERNMENTAL AGREEMENT
Brookings Airport
2017 Statewide Airport Pavement Maintenance Program
No Local Match – PMP ODA ORV FAA Entitlement Funds Only

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Aviation, hereinafter referred to as “State,” and Curry County acting by and through its elected officials, hereinafter referred to as “Airport Sponsor,” both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Brookings Airport is a public use airport owned and operated by Curry County.
3. ORS 836.072 provides State the authority to establish and fund a program to maintain and preserve the pavements used for runways, taxiways, and aircraft parking areas at public use airports in this state.
4. The Statewide Airport Pavement Maintenance Program (PMP) is a state-funded program to assist airports in undertaking pavement maintenance needed for the following reasons:
 - a. To address stop gap maintenance projects for safety reasons.
 - b. There is limited or no funding available at many smaller airports to address pavement maintenance.
 - c. Pavement preventive maintenance is the most cost-effective means to helping preserve the system’s airports pavements.
5. The PMP protects Oregon’s airport investments by preserving airport pavement consistent with the goals of the 2007 Oregon Aviation Plan and funds non-Federal Aviation Administration (FAA) eligible pavement preventive maintenance projects, including crack sealing, patching and fog seals.
6. Brookings Airport is identified by the 2007 Oregon Aviation Plan as a Category IV airport. These airports support general aviation users and local business activities.
7. Airport Sponsor or its controlling jurisdiction has established airport overlay zoning as required per Oregon Administrative Rule (OAR) Chapter 660, Division 013, Airport Planning. If OAR 660-013 has not yet been implemented, Airport Sponsor or

its controlling jurisdiction must provide an action plan to establish compliance within the next three (3) years to remain eligible for the PMP.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Airport Sponsor agree that State or its contractor shall perform pavement maintenance work at Brookings Airport, described in Exhibit A, hereinafter referred to as "Project." Project description and budget are further described in Exhibit A.
2. Project cost is estimated at \$104,991.64 in state PMP and FAA entitlement funds, which is subject to change. The state PMP funds are estimated at \$94,492.48. For this specific project the Airport Sponsor has no local match contribution. The current ODA ORV FAA entitlement funds shall contribute ten percent (10%) in FAA entitlement funds for this project, estimated at \$10,499.toward the total Project cost.
3. For this Project, the required contribution of matching funds is provided by an FAA Non-Primary Airport Entitlement grant and ODA hereby agrees to draw down those funds in lieu of an entitlement transfer directly from the participating sponsor, as provided in State Obligations, Paragraph 6 of this Agreement, ODA ORV entitlement funds will be used. The State confirms that the current FAA grant funds in the ORV entitlement balance will be sufficient to fund the entire matching obligation and no local Airport Sponsor funds need to be contributed.
4. This term of this Agreement is effective on the date all required signatures are obtained and shall terminate upon completion of the Project.

AIRPORT SPONSOR OBLIGATIONS

1. In consideration for receipt of program funds, Airport Sponsor agrees to keep the airport open for public use for a minimum of twenty (20) years from the date of this Agreement. If this condition is not met, Airport Sponsor shall immediately reimburse all State funds used on Project to State. The amount reimbursed shall be the total amount of State funds divided by twenty (20), times the difference between twenty (20) and the number of years that the Airport remained open to the public after the funds were distributed.
2. The Project shall not provide pavement maintenance for any areas of the Airport that are private or exclusive use areas.
3. Airport Sponsor shall communicate through State with State's contractor regarding contract administration and scope of the Project.

4. Airport Sponsor agrees that, if problems with State's contractor arise during construction, it shall communicate these concerns to State, which shall be responsible for resolving these concerns.
5. Airport Sponsor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Airport Sponsor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Airport Sponsor shall not enter into any subcontracts for any of the work to be performed by Airport Sponsor under this Agreement without obtaining prior written approval from State.
7. Airport Sponsor shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. All employers, including Airport Sponsor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Airport Sponsor shall ensure that each of its subcontractors complies with these requirements.
9. Airport Sponsor representative shall be available on arrival of State's contractor work crews to meet with Project inspector to review work to be completed and to ensure appropriate NOTAMs (Notice to Airmen) have been issued prior to commencement of work.
10. Airport Sponsor acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Airport Sponsor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. Airport Sponsor certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Airport

Sponsor, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Airport Sponsor.

12. Airport Sponsor's Project Manager for this Project is John Huttli, Curry County Counsel, 94235 Moore St., Gold Beach, OR 97444 assigned designee upon individual's absence. Airport Sponsor shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall develop all contract specifications and bid documents for the Project.
2. State shall negotiate with a selected engineer for a contract with State that includes the required price and services necessary to complete the Project.
3. State shall advertise for construction bids and intends to award a construction contract with State based on the lowest responsible bid received.
4. State or its contractor shall design and construct the Project in accordance with applicable FAA and State design standards and regulations.
5. State's contracted engineer shall inspect Project to ensure conformity with specifications and to verify quantities for contract payments.
6. State shall draw down from ODA ORV FAA Non-Primary Account to obtain Airport Sponsor's local matching funds based on initial and final construction and engineering costs. State PMP Program shall pay the remainder of the construction and engineering costs required under the contract.
7. State's Project Manager for this Project is Heather Peck, Aviation Program Manager, ODA – 3040 25th Street SE, Salem, OR 97302, 503-378-3168, heather.peck@aviation.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Airport Sponsor, or at such later date as may be established by State under any of the following conditions:
 - a. If State fails to receive state and/or FAA funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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 State or Airport Sponsor with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Airport Sponsor (or would be if joined in the Third Party Claim), 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 Airport Sponsor in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Airport Sponsor 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 State on the one hand and of Airport Sponsor 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Airport Sponsor is jointly liable with State (or would be if joined in the Third Party Claim), Airport Sponsor 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 State in such proportion as is appropriate to reflect the relative fault of Airport Sponsor on the one hand and of 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 Airport Sponsor on the one hand and of 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. Airport Sponsor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement, and attached exhibit constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

Curry County by and through its elected officials

By _____

Title _____

By _____

Title _____

Date _____

STATE OF OREGON, by and through its Oregon Department of Aviation

By _____

Director of Aviation

Date _____

Airport Sponsor Contact:

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

State Contact:

Heather Peck, Aviation Program Manager
Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302
503-378-3168
heather.peck@aviation.state.or.us

State/Airport Sponsor
Agreement No. 32148

Exhibit A

Pavement Maintenance Program - 2017
Oregon Department of Aviation

Western Airports - Schedule B: Brookings

Program Eligible Work (ODA funded with Local Match)

No.	Bid Item	Quantity	Unit	Unit Price	Extended Price
B1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
B2	Crack Sealing	578	LF	\$ 2.50	\$ 1,445.00
B3	Remove Existing Markings	6,076	SF	\$ 1.25	\$ 7,595.00
B4	Pavement Marking	5,945	SF	\$ 1.00	\$ 5,945.00
B5	Surface Preparation	1	LS	\$ 2,500.00	\$ 2,500.00
B6	Slurry Seal, Type 1	19,333	SY	\$ 2.50	\$ 48,332.50
	Subtotal			\$	70,817.50
	Contingency - allow 10%	1	LS	\$ 7,081.75	\$ 7,081.75
	Engineering	1	LS	\$ 27,092.39	\$ 27,092.39
	Total			\$	104,991.64
		10% Match		\$	10,499.16

Airport Sponsor Funded Work (100% Local Funds)

No.	Bid Item	Quantity	Unit	Unit Price	Extended Price
	--No Sponsor Funded Work Elected--				
	Subtotal			\$	-
	Contingency - allow 10%	1	LS	\$ -	\$ -
	Engineering	1	LS	\$ -	\$ -
	Total			\$	-
		100% Match		\$	-

Project Summary of Sponsor Costs

Type of Work	Total Cost
Program Eligible Work	\$ 10,499.16
Airport Sponsor Funded Work	\$ -
Total Sponsor Costs	\$ 10,499.16

Qualifier: This Exhibit is the Engineer's opinion of probable cost for the subject project at completion of Final Design. It will be updated at the following milestones: Bid Results (post bid) and Contract completion (post-construction). Until contract completion, it is only an estimate.

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:** Retain Prothman to Recruit County Accountant**AGENDA DATE^a:** June 28, 2017 **DEPARTMENT:** Finance **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:** Huxley **PHONE/EXT:** 3296 **TODAY'S DATE:** 06/22/17**BRIEF BACKGROUND OR NOTE^b:** Retain Prothman for limited recruitment services not to exceed \$7500 to fill County Accountant position.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Prothman Limited Recruitment Materials on file

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

(If Yes, brief detail) Contract with professional firm for limited recruitment of County Accountant

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 ☐

Sourcing Only

Position Profile Development

We will create a position profile. This document will be posted on our website. Profiles include the following:

- ♦ **A description of the ideal candidate's qualifications**
 - Years of related experience and education required
 - Ideal personality traits and work habits
- ♦ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ♦ **Community-specific information**
 - Overview of the region
 - Description of the environment and quality of life details
- ♦ **Compensation package details**
- ♦ **Information on how to apply**

Recruitment and Advertising Strategy (*Locating Qualified Candidates*)

We have an aggressive recruitment strategy which involves the following:

- ♦ **Print and Internet-based Ads** placed regionally and nationally in professional publications, journals and on related websites.
- ♦ **Direct Mail Recruitment Brochure** sent directly to hundreds of highly qualified candidates who are not actively searching for a new position.
- ♦ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

Prothman Online Application Collection and Screening

We will post your position on the Prothman website and candidates will use our software to complete the applications. We will forward the applications, resumes, and supplemental questions of all candidates to you electronically. Upon receiving notification from you, we will also send "regrets" to the candidates who do not move forward in your process.

Warranty

If a candidate is not chosen from the first pool of applicants, we will repeat the process as many times as it takes with no professional fee, the only cost to you will be the cost for the expenses.

Fee & Expenses

The fee for a Finance Officer sourcing only recruitment is \$4,500. The client will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include:

- Newspaper, trade journal, websites and other advertising (approx. \$1,200 - 1,400)
- Direct mail announcements targeted to OR gov't agencies (approx. \$1,400 - 1,600)
- Any client-required licenses, fees or taxes

A 3% charge will be added to all expenses which reflect City of Issaquah and State B&O tax obligations that we pay for every dollar we invoice, including expenses. The professional fee is billed at the beginning of the recruitment. Expenses are billed monthly.

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:** Recommended pay decrease effective July 1, 2017 - R. Smith**AGENDA DATE^a:** 6/28/17 **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:** Tom Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 6/21/17**BRIEF BACKGROUND OR NOTE^b:** County Surveyor Reily Smith is requesting to decrease his hourly rate from \$49.22/hour to \$40.00/hour.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1) Order

(2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** ☐ **No** ☒**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)2. Does this agenda item impact any other County department? **Yes** ☐ **No** ☒
(If Yes, brief detail)3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses **Yes** ☐ **No** ☐
Comment:2. Confirmed Submitting Department's personnel-related materials **Yes** ☒ **No** ☐ **N/A** ☐
Comment:3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐

(If Yes, brief detail)

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 A PAY DECREASE**

)
)

ORDER NO:_____

WHEREAS, it is the recommendation of Tom Huxley, County Commissioner, that Reily Smith, County Surveyor, at \$49.22 per hour be decreased to \$40.00 per hour.

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 July 1, 2017.

DATED this ____ day of _____ 20__.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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:** Membership Application Approval**AGENDA DATE^a:** June 28, 2017 **DEPARTMENT:** Curry Community Health/Public Health
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:** Kaitlyn Coleman **PHONE/EXT:** 541-425-7545 **TODAY'S DATE:**
June 16, 2016

BRIEF BACKGROUND OR NOTE^b: The Western Oregon Advanced Health (WOAH) Coordinated Care Organization's (CCO) Curry County Advisory Committee (CAC) is requesting the Curry County Board of Commissioners approve it's new member applications. This is an enthusiastic and active committee which has been meeting monthly since February 2015. It is our job to assess and advice the WOAH Board regarding the health status and needs of Curry County and to work on solutions to recommend to them. The meetings are open to the public, and community members are welcome to attend the meetings and have a voice in the discussions. The applicants have attended several meetings, and has expressed a desire to become voting members of the committee. The applications have been reviewed and approved by the CAC's nominating committee. We respectfully request the board's approval of the applications. Thank you.

^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

- (1)1 original membership applications
(2)Order

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name: Kaitlyn Coleman

Address: PO Box 810

City/State/Zip: Gold Beach, Or 97444

Phone: 541-425-7545 ext 3317

Due date to send: / / Email: colemank@currych.org

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 Susan Brown **Yes** ☐ **No** ☐

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

Commissioner David Brock Smith **Yes** ☐ **No** ☐

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



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: Benjamin Cannon Date: 5/19/17

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

☐ Ambulance Service Area Advisory Committee	☐ Coos Curry Housing Authority
☐ Board of Property Tax Appeals	☐ Fair Board
☐ Brookings Airport Advisory Committee	☐ Farm Board of Review
☐ Budget Committee	☐ Local Public Safety Coordinating Council
☐ Building Codes Appeal Board	☐ Planning Commission
☐ CCD Business Development Corporation	☐ RSVP Advisory Board
☐ Citizen Involvement Committee	☐ Solid Waste Advisory Committee
☐ Compensation Board	☐ Veteran's Advisory Council
☒ Other <u>WOAH CAC</u>	

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?

Currently serving as the Public Health Administrator. 5+
years of experience in public health. Masters of public health

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

Public health, health access, disease prevention

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

Western Oregon Advanced Health -- Community Advisory Council

Thank you for taking a few moments to fill out the WOAHC Community Advisory Council membership application:

Name Benjamin Cannon Email cannonb@currychc.org
Address _____

Phone (H) _____ (C) 541-373-7011

1. I am a Community Organization: Name Curry Community Health
2. I am an Agency: Name _____
3. I am a Consumer _____
4. I have a child/children on OHP Yes _____

Please check all that apply:

5. I have ideas about the following concerns in our community:
- | | | |
|---|---|------------------------|
| ☒ adults | ☒ home health | _____ Spanish speaking |
| ☒ babies and children | _____ Hospice/palliative care | |
| ☒ dental | _____ long term care | |
| ☒ disabled | _____ mental health | |

6. I think I could be helpful by representing:
- ☒ adults ☒ children ☒ those with disabilities
- _____ Spanish speaking members
- _____ Low income in our Community
- ☒ I've had many life experiences
- ☒ I'm good with computers
- ☒ I speak well in public
- _____ Other: _____

7. Have you ever worked with community groups or advisory councils in the past? Yes ☒ No _____
- Please explain:

I worked with entrepreneurs in Haiti; funding local businesses as well as a group in Utah called Utah Family Meals

8. How long would you like to serve on the Board? _____ 1 year _____ 2 years ☒ 3 years

9. Please give us the name and phone number of 1 to 3 references of someone who knows you personally for at least _____

Submit this application to Kaitlyn Coleman at Curry Community Health, 94235 Moore Street, Ste 121, Gold Beach, OR 97444 colemank@currychc.org p: (541) 425-7545 f: (541) 425-5558

March 2015

I previously ran a non-profit organization assisting people with starting businesses, increasing health literacy, and providing clean water.
Other volunteer activities: Humanitarian aid for earthquake victims, trail maintenance

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 as Public Health Administrator I attend to many responsibilities and may be unavailable from time to time

Have you ever been convicted of a crime? ☐ Yes ☒ No

If Yes, please explain


Signature

5/19/17
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.

Your mailing:

Best phone n:

E-Mail address:

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

In the Matter of an Order Approving Members)

To the Western Oregon Advanced Health)

(WOAH) Community Advisory Committee)

ORDER NO. _____

WHEREAS, the Western Oregon Advanced Health (WOAH) has been approved by the Oregon Health Authority to be a Coordinated Care Organization (CCO); and

WHEREAS, CCO's are required to have Community Advisory Committees whose members are jointly appointed by the CCO Board and the County Board of Commissioners to ensure that the health care needs of consumers and the communities served by the CCO are being met in accordance with the State of Oregon's regulations and initiatives; and

WHEREAS, WOA's Curry Community Advisory Committee (CAC) is requesting that the Curry County Board of Commissioners approve its new membership applications; and

WHEREAS, WOA CAC is an active committee which has been meeting monthly since February 2015; and

WHEREAS, it is the responsibility of this CAC to assess and advise the WOA Board regarding the health status and needs of Curry County, and work on solutions to recommend to them; and

WHEREAS, the applicants have each attended several CAC meetings, and have expressed their desire to become voting members of the committee; and

WHEREAS, the applications of the applicants have been reviewed and approved by the CAC's nominating committee;

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

- 1.) The following individuals are approved as members of the Western Oregon Advanced Health (WOAH) Community Advisory Committee for Curry County: Ben Cannon.
- 2.) Members shall serve in accordance with the WOA Program Description: Community Advisory Council.

3.) DATED this 28th day of June, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Tom Huxley, Chair

Sue Gold, Vice-Chair

Court Boice, Commissioner

Approved as to form:

John HuttI,
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Henderson Airport Hangar 3B Amendment to Lease**AGENDA DATE^a:** 2017_06_21 **DEPARTMENT:** Counsel **TIME NEEDED:** 5min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Huttel **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-05-17**BRIEF BACKGROUND OR NOTE^b:** Amendment to Airport Hangar Lease 3B to reflect change in tenant from decedent to surviving spouse^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease Amendment

(2)Order

(3) Lease

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: Donna Henderson

Address: P.O. Box 7058

City/State/Zip: Brookings, Oregon 97415

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) Lease

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 ☐

Donna Henderson
P.O. Box 7058
Brookings, Oregon 97415

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

_____.

Notary Public for Oregon

My Commission Exp: _____

LESSEE

BY: _____

Date: _____

Mailing address: _____

Telephone: _____

Aircraft No. _____ (Number must be documented)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Authorize an Amendment)
to Hangar Lease No. 3B)
James Henderson)

ORDER NO. _____

WHEREAS, Brookings Airport Hangar Site 3B is in a lease under the name of James Henderson; and

WHEREAS, Mr. Henderson is now deceased; and

WHEREAS, Mrs. Donna Henderson wishes to have the lease now in her name; and

WHEREAS, Mrs. Henderson has provided the necessary documentation to legally be named on the lease with a term due to expire June 30, 2020; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that an amendment to the original Lease, filed as CJ: 2015-230 is hereby approved.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Hutt
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** New Brookings Airport Hangar Lease No. 8 for Vetch**AGENDA DATE^a:** 2017_06_21 **DEPARTMENT:** Counsel **TIME NEEDED:** 5min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-05-17**BRIEF BACKGROUND OR NOTE^b:** Hangar No. 8 sold from Sievers, new Lease for Vetch^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Order

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name: Douglas Vetch

☒ Send Printed Copy to:

Address: 7200 Highway 234

☐ Email a Digital Copy to:

City/State/Zip: Central Point, Oregon 97502-9315

☐ 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) Lease

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 ☐

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Douglas and Sandra Vetch
7200 Hwy 234
Central Point, Oregon 97502

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

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Douglas and Sandra Vetch, 7200 Hwy 234, Central Point, Oregon 97502

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #8

INITIAL TERM OF LEASE: July 1, 2017 TO June 30, 2022

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

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

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 3,224 square feet (including a 5' apron around the building) as follows:

Hangar Site #8 located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2017 and ends June 30, 2022.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$773.76. This rate is reflective of an increase in square footage to .24 for fiscal year 2017-2018 for the square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

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

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY

a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

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

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

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

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by

COUNTY. If LESSEE fails to replace, repair, or remove the hanger within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET,

WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

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

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

SECTION 23. County's Right to Develop the Airport.

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

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

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

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

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold;

PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

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

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

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

SECTION 41. Rights and Remedies Non-exclusive.

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

SECTION 42. Waiver.

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

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 7200 Hwy. 234, Central Point, Oregon 97502. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

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

SECTION 45. No Employee Relationship.

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

SECTION 46. Identity of Parties.

In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and

the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

CURRY COUNTY, OREGON
BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair Date:_____

Sue Gold, Vice Chair Date:_____

Court Boice, Commissioner Date:_____

State of Oregon)
) SS
County of Curry)

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

Notary Public for Oregon
My Commission Exp.:_____

LESSEE
BY: _____
BY: _____
Date: _____
Mailing address: _____

Telephone: _____
Aircraft No. _____ **(Number must be documented)**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Hangar Lease with)
Douglas and Sandra Vetch)

ORDER NO. _____

WHEREAS, Douglas and Sandra Vetch purchased Hangar site #8 from Erin Michelle Sievers at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from July 1, 2017 to June 30, 2022, with an option to renew; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #8 at the Brookings Airport with Douglas and Sandra Vetch.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John HuttI
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Non-Commercial Brookings Airport Hangar Lease # 1-D for Foster**AGENDA DATE^a:** 06-28-17 **DEPARTMENT:** Counsel **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:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-20-17**BRIEF BACKGROUND OR NOTE^b:** Foster purchased hangar from Scott, previous owner of Hangar 1-D^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Order

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

(If Yes, brief detail)

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

(If Yes, brief detail) Assessor

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: Neal Foster

☒ Send Printed Copy to:

Address: 915 Walnut Woods Court

☐ Email a Digital Copy to:

City/State/Zip: Woodland, CA. 95695

☐ 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) Lease

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 ☐

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Neal Foster
915 Walnut Woods Court
Woodland, CA. 95695

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

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Neal Foster, 915 Walnut Woods Court, Woodland, CA. 95695

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #1-D

INITIAL TERM OF LEASE: July 1, 2017 TO June 30, 2022

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

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

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1,289 square feet (including a 5' apron around the building) as follows:

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

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2017 and ends June 30, 2022.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$309.36. This rate is reflective of a square footage price of .24 for fiscal year 2017-2018 for the square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous

year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

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

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

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

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

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

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written

notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by COUNTY. If LESSEE fails to replace, repair, or remove the hangar within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET, WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

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

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

SECTION 23. County's Right to Develop the Airport.

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not

have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the

prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

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

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become

the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to

renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

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

SECTION 41. Rights and Remedies Non-exclusive.

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

SECTION 42. Waiver.

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

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 915 Walnut Woods Court, Woodland, CA. 95695. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

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

SECTION 45. No Employee Relationship.

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

SECTION 46. Identity of Parties.

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

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

CURRY COUNTY, OREGON

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date: _____

Sue Gold, Vice Chair

Date:_____

Court Boice, Commissioner

Date: _____

State of Oregon)
) SS
County of Curry)

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

Notary Public for Oregon
My Commission Exp.:_____

LESSEE

BY: _____

Date: _____

Mailing address: _____

Telephone: _____

Aircraft No. _____ (Number must be documented)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Hangar Lease with)
Neal Foster)

ORDER NO. _____

WHEREAS, Neal Foster desires to lease Hangar Site #1-D at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from July 1, 2017 to June 30, 2022, with an option to renew; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #1-D at the Brookings Airport with Neal Foster.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Hutt
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Brookings Airport Lease Renewal Hangar Site 1-A, Brim**AGENDA DATE^a:** 2017_06_21 **DEPARTMENT:** Counsel **TIME NEEDED:** 5min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-09-17**BRIEF BACKGROUND OR NOTE^b:** Lease Renewal for hangar Site 1-A R. Brim, Brookings Airport^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Order

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

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☒ **No** ☐
(If Yes, brief detail) Assessor
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: Rodney Brim

Address: 301 Nautical Heights Drive

City/State/Zip: Smith River, CA. 95567

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) Lease**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 ☐

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Rodney Brim
301 Nautical Heights Dr.
Smith River, CA. 95567

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

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Rodney Brim, 301 Nautical Heights Dr., Smith River, CA. 95567

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #1-A

INITIAL TERM OF LEASE: July 1, 2017 TO June 30, 2022

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

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

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1,741 square feet (including a 5' apron around the building) as follows:

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

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2017 and ends June 30, 2022.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$467.46. This rate is reflective of an increase in square footage to .24 plus previously added yearly CPI rates over prior term(s)), for fiscal year 2017-2018 for the square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous

year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four

(24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

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

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

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

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by COUNTY. IF LESSEE fails to replace, repair, or remove the hangar within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET, WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

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

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

SECTION 23. County's Right to Develop the Airport.

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

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

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by

reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

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

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY

for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

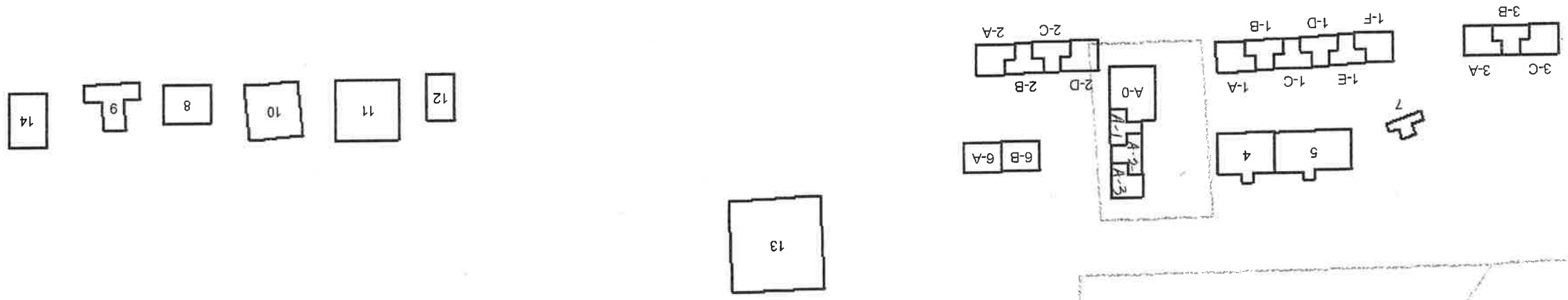
If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises

Brookings Airport Hangars Overview

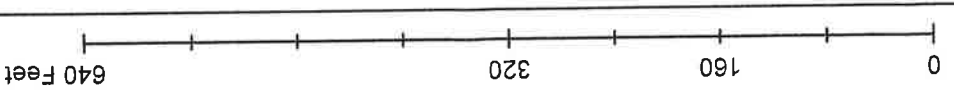
EXHIBIT "A"



Legend

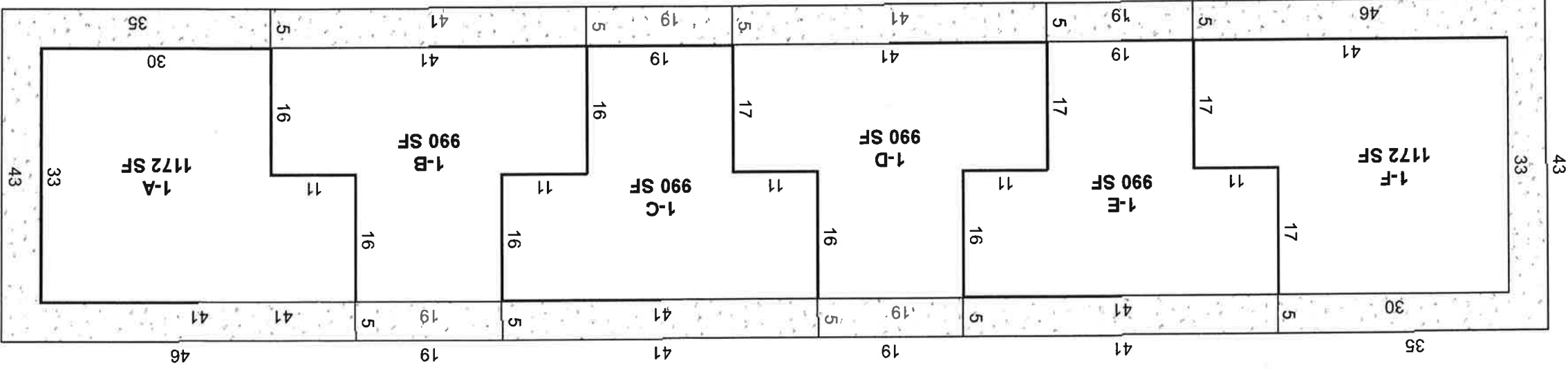
Hangar

Parcels



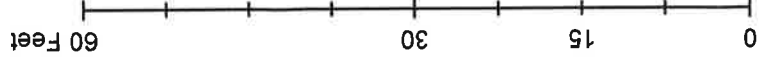
**Brookings Airport Hangars
Building 1**

EXHIBIT "A-1"



Legend

- Apron
- Hangar
- Parcels



BROOKINGS AIRPORT HANGARS EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	980	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	~~2,748~~	~~855~~	~~3,603~~
A-1	~~941~~	~~265~~	~~1,206~~
A-2	1135	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

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

Hangar # 1-A

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Hangar Lease with)
Rodney Brim)

ORDER NO. _____

WHEREAS, Rodney Brim desires to lease Hangar Site #1-A at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from July 1, 2017 to June 30, 2022, with an option to renew; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #1-A at the Brookings Airport with Rodney Brim.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Hutt
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Hangar #5 at the Brookings Airport - Renewal of Lease**AGENDA DATE^a:** 06-28-17 **DEPARTMENT:** Counsel **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:** Huttel **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-19-17**BRIEF BACKGROUND OR NOTE^b:** Lease for NonCommercial Hangar Site #5 at Brookings Airport for Phil Platt^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Order

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

1. Would this item be a departure from the Annual Budget if approved? **Yes** ☐ **No** ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** ☒ **No** ☐
(If Yes, brief detail) Assessor
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: Phil Platt

☒ Send Printed Copy to:

Address: P.O. Box 7336

☐ Email a Digital Copy to:

City/State/Zip: Brookings, OR 97415

☐ 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:
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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) Lease**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 ☐

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Phil Platt
P.O. Box 7336
Brookings, Oregon 97415

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

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Phil Platt, P.O. Box 7336, Brookings, Oregon 97415

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #5

INITIAL TERM OF LEASE: July 1, 2017 TO June 30, 2022

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

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

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 5,026 square feet (including a 5' apron around the building) as follows:

Hangar Site #5 located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2017 and ends June 30, 2022.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$1,343.28. This rate is reflective of an increase in square footage to .24 plus previously added yearly CPI rates over prior term(s)), for fiscal year 2017-2018 for the square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

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

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY

a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

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

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

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

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by

COUNTY. If LESSEE fails to replace, repair, or remove the hanger within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET,

WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

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

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

SECTION 23. County's Right to Develop the Airport.

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

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

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

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

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold;

PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

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

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

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

SECTION 41. Rights and Remedies Non-exclusive.

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

SECTION 42. Waiver.

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

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at P.O. Box 7336, Brookings, Oregon 97415. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

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

SECTION 45. No Employee Relationship.

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

SECTION 46. Identity of Parties.

In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and

the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

CURRY COUNTY, OREGON

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date:_____

Sue Gold, Vice Chair

Date:_____

Court Boice, Commissioner

Date:_____

State of Oregon)
) SS
County of Curry)

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

Notary Public for Oregon

My Commission Exp.: _____

LESSEE

BY: _____

Date: _____

Mailing address: _____

Telephone: _____

Aircraft No. _____ (Number must be documented)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Hangar Lease with)
Phil Platt)

ORDER NO. _____

WHEREAS, Phil Platt desires to lease Hangar Site #5 at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from July 1, 2017 to June 30, 2022, with an option to renew; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #5 at the Brookings Airport with Phil Platt.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Huttl
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Renew Contract with Carleton Law Office for Assistant County Counsel, Shala Kudlac, for fiscal year 2017-2018**AGENDA DATE^a:** 06-21-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 5min.^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:** 06-05-17**BRIEF BACKGROUND OR NOTE^b:** This is an annual renewal/extension to a professional services agreement for assistant county counsel legal services with Carleton Law Offices. It is budgeted.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Contract

(1)2017-18 Contract Extension

(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) All Departments
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: Carleton Law Office

☐ Send Printed Copy to:

Address: P.O. Box 38

☐ Email a Digital Copy to:

City/State/Zip: Bandon, Oregon 97411

☐ 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) 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 ☐

CONTRACT EXTENSION

Between

Curry County and Carleton Law Office

It is hereby agreed to by and between Curry County, a Political Subdivision of the State of Oregon (Client) and Carleton Law Office ("Counsel") that the contract extension between them executed on June 15, 2016, and expiring on June 30, 2017 recorded as CJ: 2016-132, a copy of which is attached, be extended pursuant to Section A (4) of the contract until June 30, 2018.

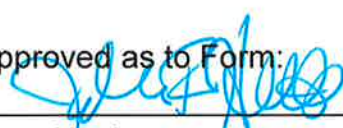
Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:



John Hutt
Curry County Legal Counsel



Shala McKenzie Kudlac

6/24/17

Date

Attorney at Law, Carleton Law Office
P.O. Box 38
Bandon, Oregon 97411

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:** IGA w Oregon Youth Authority for individualized services**AGENDA DATE^a:** 6/21/17 **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:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 6/14/17**BRIEF BACKGROUND OR NOTE^b:** 2017-2019 IGA with OYA for Curry Juvenile Department to provide individualized services. The maximum not to exceed compensation payable to Curry County under this agreement is \$2,941.00^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)State of Oregon IGA for Individualized services

(2)Document return statement

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: Amber Foster

☒ Send Printed Copy to:

Address: 530 Center St. NE, Suite 500

☐ Email a Digital Copy to:

City/State/Zip: Salem, Oregon 97301

☐ Other

Phone: 503-373-7921

Due date to send: 6 /25 / 17

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 ☐

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
INDIVIDUALIZED SERVICES**



Agreement # 13749

This Agreement is between the State of Oregon, acting by and through its **Oregon Youth Authority**, hereafter called "**OYA**" or "**Agency**", and **Curry County**, hereafter called "**County**", both individually without distinction as "Party" and collectively as the "Parties."

Agency's **Agreement Administrator** for this Agreement is: Laura Ward
Phone Number: (503) 373-7125
Address: 530 Center St NE, Suite 500, Salem, Oregon 97301

1. Effective Date and Duration. Upon receipt of all required approvals and execution by all parties, this Agreement shall be effective **July 1, 2017**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2019**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

2. Statement of Work. County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration

- a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$2,941.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.
- b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.
- c. Agency will pay only for completed Work that is accepted by Agency.

4. Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work), Exhibit B (Subcontractor Requirements) and Exhibit C (Service Tracking in JJIS). Exhibit A, B and C are attached hereto and incorporated herein by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

- a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.
- b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265 or otherwise.

d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. County shall ensure that the Subcontract is in writing and contains all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

7. No Third Party Beneficiaries. The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Funds Available and Authorized; Payments. County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. Representations and Warranties. County represents and warrants to Agency as follows:

a. Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. Due Authorization. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. Services. The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

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

10. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

11. Contribution

a. 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.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 County 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.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 County 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 County 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 County'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.

12. Default; Remedies; Termination.

a. Default by County. County shall be in default under this Agreement upon the occurrence of any of the following events:

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency's Remedies for County's Default. In the event County is in default under Section 12.a, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 12.e(ii)(D), (E), or (F);

(ii) withholding all monies due for Work and Work Products that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that County was not in default under Section 12.a, then County shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 12.e(ii)(A), (B), or (C).

c. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

d. County's Remedies for Agency's Default. In the event Agency terminates the Agreement under Section 12.e(ii)(A), (B), or (C), or in the event Agency is in default under Section 12.c and whether or not County elects to

exercise its right to terminate the Agreement under Section 12.e(i)(B), County's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against County. In no event shall Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 12.d, County shall pay immediately any excess to Agency upon written demand.

e. Termination.

(i) County Termination. County may terminate this Agreement:

(A) In its entirety for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement:

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(iii) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and

each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

16. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, terrorist acts and other acts of political sabotage, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22 and 24.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

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

20. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

21. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Criminal History Checks: The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181.010, 420A.010 (11) and 420A.021).

24. Confidentiality of Information.

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

25. County-Client Relationship. The County shall establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County shall advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

26. Program Records, Controls, Reports and Monitoring Procedures. The County shall maintain program records including statistical records, and provide program records to the Agency at times and in the form prescribed by the Agency. The County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

27. Mandatory Reporting: As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Amber Forster, Designated Procurement Officer

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: _____ Date: _____

Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Approved via e-mail _____ Date: 4/25/17

Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Susanna Ramus

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF WORK:

1.1 Overview: Individualized services funds are intended to purchase services to meet widely varied needs, ranging from simple one-time services/purchases to complex, multi-disciplinary case management services necessary to keep a youth offender in the community, prevent commitment to Oregon Youth Authority (OYA or Agency) Probation and/or an OYA youth correctional facility, or revocation/recommitment of a youth offender to an OYA youth correctional facility. Funds are not intended for routine and ongoing costs that are already built in to other payment structures such as ongoing clothing needs, grooming needs, student body cards, etc. Rather, they are intended to fill in where other funding sources are unavailable because of the uniqueness of the need. The purchase shall directly support a need specifically itemized in a case/reformation plan. County shall research and use other resources before using Individualized services funds. Individualized services are intended to be based on evidence-based principles.

Individualized services provided by the County shall have a holistic approach across the following case plan domains:

- a) Medical;
- b) Mental Health;
- c) Social Living Skills;
- d) Alcohol and Drug Treatment;
- e) Education;
- f) Vocational;
- g) Family; and
- h) Offense specific.

Individualized services requested shall be:

- a) case-plan driven and community based;
- b) based on evidenced-based principles;
- c) outcome oriented;
- d) proactive in approach (not crisis driven); and
- e) culturally competent and gender specific.

1.2 Eligibility: The County agrees to provide youth-specific, comprehensive wrap around services for youth who are eligible for Individualized services funds. Eligible youth are those youth who have been adjudicated delinquent; are in need of services that **cannot** be funded through any other source, public or private, in any other way and services are case plan driven; and are determined to:

- a) be at risk of commitment to the OYA; or
- b) be at risk of commitment to an OYA youth correctional facility; or
- c) be at risk of recommitment/revocation to an OYA youth correctional facility.

1.3 Supervising Representatives: The Supervising Representatives for purposes of this Agreement shall be:

AGENCY: Peter Sprengelmeyer, Assistant Director, Community Services
530 Center Street NE, Suite 500, Salem, Oregon, 97301
(503) 373-7531
Peter.Sprengelmeyer@oya.state.or.us

COUNTY: Jay Trost
29821 Ellensburg Ave., Suite 231, Gold Beach, Oregon 97444
541-247-3302
trostj@co.curry.or.us

Should a change in the Agency's or County's Supervising Representative or Agency's Agreement Administrator become necessary, Agency or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

1.4 Services: The County's juvenile department staff shall be responsible for providing services to youth offenders referred for services under this Agreement. All referrals shall be submitted and approved using the Individualized Services Referral form as identified in subsection 1.6 of this Exhibit A. The services provided under this Agreement must:

- a) be youth-specific;
- b) provide direct support of the youth offender's specific case/reformation plan;
- c) be utilized only when no other funding sources exist, public or private, for which the youth offender could qualify;
- d) reflect a prudent expenditure of public funds and be within acceptable community norms;
- e) present no threat to public safety; and
- f) conform to the Agency's Individualized Services User Handbook. A copy of the Agency's Individualized Services User Handbook will be on file with the County and Agency.

1.5 Process: Individualized services expenditures must be approved in advance and in writing by a designee of the County and a designee of the Agency. The designee for both the County Juvenile Department and Agency shall be approved by the Agency's Supervising Representative of this Agreement.

1.6 Individualized Services Referral Form: Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Parole / Probation Supervisor or designee and Juvenile Department-designated representative for authorization of services under this Agreement. The form shall include:

- a) a statement that services are being provided under the terms of this Agreement;
- b) youth offender's Juvenile Justice Information System (JJIS) number;
- c) name of the youth offender;
- d) youth offender's date of birth;
- e) basis of jurisdiction;
- f) the signature of the requestor;
- g) case/reformation plan domain and objective and how the requested service will aid in the accomplishment of that plan;
- h) a description of the services to be provided;
- i) the service provider selected;
- j) unit cost;
- k) number of units;
- l) the total dollar amount of the services being requested;
- m) beginning and ending dates for which the services are to be delivered; and
- n) the approval signatures from a designated representative of both the County and the Agency.

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement. County shall keep copies of the form available thereafter in the County's youth offender's case specific file.

1.7 Goals/Objectives: The goal of the expenditure of funds under this Agreement shall be to prevent the youth offender from further escalation into the Juvenile Justice System. Measurable progress toward these general goals shall be included in the synopsis as described in subsection 1.8 of this Exhibit A below. The goals for these funds include:

- a) reduce commitments and revocations of youth offenders who can safely be managed in the community;
- b) increase public safety by providing more appropriate services to youth offenders in the community;
- c) increase positive reformation and evidenced-based reduction of risk;

- d) decrease self-destructive behavior of youth offenders served;
- e) increase educational participation of youth offenders served;
- f) reduce the propensity of youth offenders to commit crimes;
- g) increase the skills of youth offenders to appropriately live in a community setting; and
- h) reduce the propensity of a youth offender to engage in antisocial behavior.

1.8 Synopsis: The County shall provide the Agency, **on a monthly or quarterly basis**, a synopsis of youth offenders who have been approved for the Individualized services funds during the previous month or quarter. The expenditure of Individualized service funds is directly related to the youth offender's case/reformation plan. All of the information required in the synopsis is available in the youth offender's case/reformation plan. The synopsis shall include:

- a) the youth offender's JJIS number;
- b) the youth offender's status (OYA, Juvenile Department);
- c) the risk score from the Agency's adopted risk tool or the Oregon JCP Screen/Assessment instrument;
- d) the date(s) services were provided;
- e) the type of service authorized for the youth offender;
- f) the service provider;
- g) the total amount expended for the youth offender; and
- h) a brief description of what domain and objective from the youth offender's case/reformation plan were met.

The synopsis shall be detailed and in the following format:

JJIS Number	Youth Status	Risk Score	Date(s) of Service	Type of Service	Service Provider	Amount Expended	Domain	Objective	OYA Agreement Number

All of the information required in the synopsis is available in the youth offender's case/reformation plan.

The County shall provide additional youth offender specific and service specific information upon request by the Agency. County shall send the synopsis monthly or quarterly attached to the invoice to the Oregon Youth Authority, Authorized Representative per Subsection 1.3 of this Exhibit A.

1.9 Survey/Report: The Agency is periodically required to report information on how the Individualized service funds are utilized. To meet this requirement the Agency may periodically request a report from the County that may include all or a portion of the information reported in the synopsis. The County shall provide this report upon the Agency's request.

1.10 Verification of Service: The County by **submitting an invoice, completed Individualized Services Referral Form(s) and synopsis for reimbursement** is verifying that all services obtained for youth offenders under this Agreement have been provided as specified in the Individualized Services Referral form.

1.11 Other Funding Source Limits: Should a youth offender receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by the Agreement for that specific youth offender shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.

1.12 Equal Access: The County agrees that there will be equal access to these funds for all adjudicated youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.

1.13 Female Offenders: The Agency recognizes that female offender services continue to be more difficult to access; the use of Individualized services for female youth offenders will reflect services that offer specific and appropriate services for this population and employ service providers cognizant of female issues.

1.14 Evidence-Based Programs: County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based

programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit such reports to the Agency on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by Agency.

1.15 Reporting and Documentation: During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit C "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$2,941.00**.

2.2 The Agency reserves the right to deny payment for services provided that do not conform to the Agency's Individualized Services User Handbook, as may be revised from time to time.

2.3 Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with 2 CFR Part 230 (Office of Management and Budget (OMB) Circular A 122) as revised from time to time. Agency will reimburse County for the Allowable Costs under this Agreement at the rates not to exceed those shown on the published OYA rate schedule or, if the services are not listed on the OYA rate schedule, then at the Oregon Medicaid rate, at the time services were provided. The rate schedule is available at <http://www.oregon.gov/oya/Pages/contracts.aspx>. When the rate schedule is revised, the County will be notified of the new rates. When determining appropriate providers for County adjudicated youth, County must be aware of any Agency contracts with the same providers and not agree to reimburse the provider for more than the comparable amount the provider charges the Agency for similar services.

2.4 It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any youth offender served under this Agreement shall be promptly remitted by the County to the Agency.

2.5 If the County allocates any indirect costs to this Agreement, the County shall make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Agency to pay any indirect costs allocated to this Agreement by County.

The County shall make available upon request by the Agency a monthly or quarterly detailed administrative financial report to support the actual monthly or quarterly administrative expenditures required under this Agreement.

2.6 The County agrees that the costs reimbursed by the Agency for services to youth offenders under this Agreement shall not exceed the costs for comparable services that are not covered by this Agreement.

2.7 The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Agency.

2.8 If, as a result of County's neglect or misconduct, the Agency terminates a youth offender's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such youth offender after the date of such termination.

2.9 The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

3. PAYMENT:

3.1 County shall submit monthly or quarterly invoices along with the completed and approved Individualized Services Referral Form(s) described in subsection 1.6 and the attached synopsis as identified in subsection 1.8 of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. Copies of the invoices and receipts shall be retained by County for 24 months after the end date of this Agreement and shall be made available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Agency Parole / Probation Supervisor outlined in subsection 1.6 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

3.2 County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs services subject to the amendment. County shall notify Agency's Agreement Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

3.3 If payments to County by the Agency under this Agreement are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Agreement.

3.5 The Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs in any material respect, Agency may terminate this Agreement.

3.6 In addition to any other rights accorded to the Agency under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.6, 2.7 and 3.5 above, the Agency may terminate this Agreement pursuant to Section 12 e.(ii)(D) and invoke the remedies available to it, exercise its rights under subsection 3.3 of this Exhibit A, or both. Nothing in this provision shall require County or Agency to act in violation of state or federal constitutions, statutes, regulations or rules. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

3.7 If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services

under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement. In such circumstances, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Agreement including all Exhibits.

4. AMENDMENT:

This Agreement may be amended one or more times by mutual agreement of the Parties for time, money, terms, conditions, services, or any combination of the preceding. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. CONFLICT OF INTEREST

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Agreement Administrator and the OYA Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend a youth offender from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the youth offender's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the youth offender's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates a youth offender's services with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such suspension or termination.

7. CRIMINAL HISTORY RECORDS CHECK

County shall ensure that, before any person provides services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contact with Agency youth offenders under this Agreement.

EXHIBIT B
SUBCONTRACTOR REQUIREMENTS

1. Indemnification by Subcontractors

County 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 County'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.

2. Subcontractor Insurance Requirements

A. GENERAL.

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:☒ **Required** ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:☒ **Required** ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under the Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under the Subcontract, or, (ii) The expiration of all warranty periods provided under the Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C – SERVICE TRACKING IN JJIS

		Oregon Juvenile Justice Information System		
		Policy Statement		
Service Tracking in JJIS				
Approved:  Philip Cox, Co-Chair JJIS Steering Committee		Effective Date:	1/16/2013	
		JJIS Steering Committee Approval:	12/19/2012	
		JJIS Policy & Standards Committee Approval:	8/22/2012	
		Supersedes:		
REFERENCE:				

<u>PURPOSE:</u>	• To provide a standard for consistency in tracking services in JJIS; • To provide a threshold for a view of current juvenile justice practice; • To provide a foundation to compare trends in key service areas over time; and • To establish a foundation to develop capacity to measure results based on evidence
<u>DEFINITIONS:</u>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	○ Sex Offender – Non-Residential ○ Sex Offender – Residential • Substance Abuse ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential • Other Youth Specific Services ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features: ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting. Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes. Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services. Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature. <u>Optional Tracking</u> Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol. • Accountability services designed to provide a consequence or an accountability experience for a youth. ○ Community Service ○ Work Crews



	○ Restitution Programs • Accountability services designed to provide alternative service coordination for accountability experiences ○ Sanction Court ○ Peer Court ○ Youth Court • Basic and Intensive supervision; offense specific caseloads; intensive monitoring • * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care * Detention and shelter based treatment programs may be tracked as service separate from the custody episode. <u>Non-trackable Services</u> • Other Basic Services ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. ** Polygraphs and UA's results may be tracked in Conditions. <u>Monitoring Data Integrity</u> Monitor Administrative - Set Up OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.



	Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate. OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans. JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office. • http://www.jjis.state.or.us/reports/details/detail00562.htm Monitor Service Tracking A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked. Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team. JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency. • http://www.jjis.state.or.us/reports/details/detail00363.htm Attendance Tracking JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.
<u>PROCEDURES:</u>	Tracking Services 1. Determine which JJIS feature the office will use to track services: ○ Services ○ Case Plan Interventions



	○ Programs on Conditions 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. Maintaining Provider/Programs in JJIS 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. Maintaining Attendance Tracking Course Definitions 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<u>FORMS:</u>	• OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



Oregon

Kate Brown, Governor

Oregon Youth Authority Procurement Unit

530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7330
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

June 9, 2017

Re: Agreement# 13749 hereafter referred to as "Contract."

Please complete and return the following documents:

- This Document Return Statement
- Signed Contract, Page 9

Note: If you have any questions or concerns with the above referenced Contract, please feel free to contact Susanna Ramus, Contract Specialist at (503) 373-7341.

Please complete the below:

I _____, _____
(Name) (Title)

received a copy of the above referenced Contract, consisting of 27 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Curry County** by email from OYA Contracts Unit on June 9, 2017.

On _____, I signed the printed form of the electronically transmitted Contract without change.

(Contractor's Authorized Signature) (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:** IGA w Oregon Youth Authority for Juvenile Crime Prevention basic services and Diversion services**AGENDA DATE^a:** 6/21/17 **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:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 6/14/17**BRIEF BACKGROUND OR NOTE^b:** 2017-2019 IGA with OYA to provide JCP and diversion services to youth in Curry County. Curry County will receive \$69,413.00 over a two year period to provide this service.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)State of Oregon IGA

(2)Document return statement

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: Amber Foster

Address: 530 Center St. NE, Suite 500

City/State/Zip: Salem, Oregon 97301

Phone: 503-373-7921

Due date to send: 6 /25 / 17

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 ☐

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC
SERVICES AND DIVERSION SERVICES**



Agreement #13771

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority ("OYA" or "Agency")** and **Curry County**, a political subdivision of the State of Oregon ("**County**").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. This Agreement shall become effective as of **July 1, 2017**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.

2. Consideration. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$69,413.00**. Payments shall be in accordance with the requirements in Exhibit E.

3. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Amber Forster, Designated Procurement Officer

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: _____ Date: _____

Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved via e-mail Date: 4/4/17
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Susanna Ramus

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 15 of Exhibit B.
5. **"Client"** means any individual who receives a Service.
6. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **"County"** has the meaning set forth in the first paragraph of this Agreement.
9. **"Diversion Funds"** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
10. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.
11. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **"JCP Basic Services" or "Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
13. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
14. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **"OYA"** means the Oregon Youth Authority.
16. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

17. "Service" means any service or group of related services delivered as part of Service Plan implementation.

18. "Service Plan" means the County's plan for 2017-2019 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2017-2019 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 4.

19. "Supplanting" means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

20. "Target Population for Basic Services" means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a. Antisocial behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association.

21. "Target Population for Diversion Services" means youth offenders ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2017-2019 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach

of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2017 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall

also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

(i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Individual Funding Source. Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: (503) 373-7921
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Jay Trost
Curry County
94235 Moore St. Suite 231
Gold Beach, Oregon 97444
Voice: 541-247-3302
Facsimile: 541-247-5000
E-Mail: trostj@co.curry.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

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

14. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such

employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

a. 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.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 County 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.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 County 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 County 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 County'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.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a

perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets the OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Diversion Services Target Population and Funded Services. County shall target its Diversion Services to the Target Population for Diversion Services.

a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.

b. Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:

(i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.

(ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

4. Service Plan

a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2015-2017 biennium. Until the Service Plan for the 2017-2019 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2015-2017 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the OYA Agreement #13771

2017-2019 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2015-2017 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

5. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

7. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

8. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

9. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

10. Other Agreement Requirements.

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

- (ii)** Community Programs;
- (iii)** Plan for providing detention back-up and back up to Community Programs;
- (iv)** A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
- (v)** Preliminary Revocation Hearings in the community to determine probable cause for a revocation to an OYA Close Custody Facility. County shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(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 County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("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 Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL.

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance

coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury,

sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of (i) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) The expiration of all warranty periods provided under the Provider Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate

holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Provider or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Provider agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Provider and County.

STATE ACCEPTANCE:

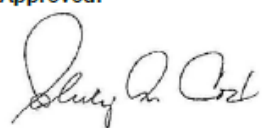
All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
DIVERSION	\$31,867.00
JCP BASIC	\$37,546.00
GRAND TOTAL	\$69,413.00

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

**EXHIBIT F – SERVICE TRACKING IN
JJIS**

	Oregon Juvenile Justice Information System	 
Policy Statement		
Service Tracking in JJIS		
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date: JJIS Steering Committee Approval: JJIS Policy & Standards Committee Approval: Supersedes:	1/16/2013 12/19/2012 8/22/2012
REFERENCE:		

<u>PURPOSE:</u>	<i>To provide a standard for consistency in tracking services in JJIS;</i> <i>To provide a threshold for a view of current juvenile justice practice;</i> <i>To provide a foundation to compare trends in key service areas over time; and</i> <i>To establish a foundation to develop capacity to measure results based on evidence</i>
<u>DEFINITIONS:</u>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features: ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting. Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes. Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services. Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature. <u>Optional Tracking</u> Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol. ● Accountability services designed to provide a consequence or an accountability experience for a youth. ○ Community Service ○ Work Crews



	○ Restitution Programs • Accountability services designed to provide alternative service coordination for accountability experiences ○ Sanction Court ○ Peer Court ○ Youth Court • Basic and Intensive supervision; offense specific caseloads; intensive monitoring • * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care * Detention and shelter based treatment programs may be tracked as service separate from the custody episode. <u>Non-trackable Services</u> • Other Basic Services ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. ** Polygraphs and UA's results may be tracked in Conditions. <u>Monitoring Data Integrity</u> Monitor Administrative - Set Up OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.



	Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate. OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans. JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office. • http://www.jjis.state.or.us/reports/details/detail00562.htm Monitor Service Tracking A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked. Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team. JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency. • http://www.jjis.state.or.us/reports/details/detail00363.htm Attendance Tracking JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.
<u>PROCEDURES:</u>	Tracking Services 1. Determine which JJIS feature the office will use to track services: ○ Services ○ Case Plan Interventions



	○ Programs on Conditions 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. Maintaining Provider/Programs in JJIS 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. Maintaining Attendance Tracking Course Definitions 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<u>FORMS:</u>	• OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



Oregon

Kate Brown, Governor

**Oregon Youth Authority
Budget & Contracts Office**

530 Center Street NE, Suite 200
Salem, Oregon 97301
Voice: (503) 373-7371
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

June 8, 2017

Re: Document # 13771, hereafter referred to as "Contract."

Please complete the following statement and return it along with the following documents:

- Completed signature page(s)

Important: If you have any questions or concerns with the above referenced Contract, please contact Contract Specialist, Susanna Ramus at (503) 373-7330.

I _____,
(Name) (Title)

received a copy of the above referenced Contract, consisting of **33** pages between the State of Oregon, acting by and through its Oregon Youth Authority and **CURRY COUNTY** by email from Brandi Potterf on **June 8, 2017**.

On _____, I signed the printed form of the electronically transmitted Contract without change.

(Authorizing Signature)

(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:** Oregon Youth Authority Lease #2133 with Juvenile Department**AGENDA DATE^a:** 6/28/2017 **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:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 6/20/2017**BRIEF BACKGROUND OR NOTE^b:** Renewal of four year lease with Oregon Youth Authority, with signature authority to the Juvenile Director.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)2017 OYA Lease #2133

(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 Return original signed document to Juvenile Department if signature authority is not established.

Phone: 3302

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 ☐

**STATE OF OREGON
INTERGOVERNMENTAL LEASE AMENDMENT**

THIS LEASE AMENDMENT, dated May 5, 2017 is made by and between CURRY COUNTY, a political subdivision of the State of Oregon (Lessor) and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee).

Lessor and Lessee are parties to a lease dated June 8, 2009, as amended on May 4, 2011, October 15, 2012, and December 15, 2014 (herein referred to as the Lease), covering Premises described as approximately 64 rentable square feet of office space located in the Juvenile Division of the Curry County Courthouse at 29821 Ellensburg Avenue, Gold Beach, Curry County, Oregon 97444.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as follows, **effective as of July 1, 2017**, unless otherwise specified below:

1. **Term.** Section 2 of the Lease, as previously amended, is hereby amended as follows:
 2. **Term.** The term of this Lease is hereby extended for a term of **four (4) years** commencing on **July 1, 2017**, and continuing through **June 30, 2021**.
2. **Rent.** Section 3 of the Lease is hereby amended to include the following:
 3. **Rent.** Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent shall be **\$280.00**.
3. **Option to Extend.** Section 4 of the Lease is hereby deleted and replaced with the following:
 4. **Option to Extend.** If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) consecutive terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than one hundred eighty (180) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.
4. **Counterparts.** The following language is added to the Lease as Section 22:
 22. **Counterparts.** The Lease, including any amendments thereto, may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that all parties are not signatories to the same counterpart.

Except as expressly amended hereby, all other terms and conditions of the Lease shall remain in full force and effect.

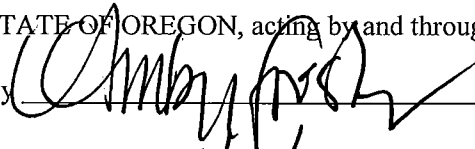
This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Amendment.

LESSOR: CURRY COUNTY, a political subdivision of the State of Oregon

By _____

Date _____

LESSEE: STATE OF OREGON, acting by and through its Oregon Youth Authority

By  _____

Date 5/5/17 _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By _____
Real Estate Services

Date _____

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Amendment.

LESSOR: CURRY COUNTY,
a political subdivision of the STATE OF OREGON

By [Signature]

Date Jan, 7, 2015

LESSEE: STATE OF OREGON, acting by and through its
Oregon Youth Authority

By [Signature]

Date 12/16/14

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By [Signature]

Real Estate Services

Date 01.13.15

DG 12/08/14

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:** Adoption of an Existing Position Description - Corrections Deputy**AGENDA DATE^a:** 6/28/17 **DEPARTMENT:** Finance/P/R **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:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/15/17**BRIEF BACKGROUND OR NOTE^b:** This order changes the supervisor to the Corrections/Communications Sergeant^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Job descriptionl

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) Sheriff's Office3. If Land Transaction, filed with the clerk? **Yes** ☐ **No** ☐ **N/A** ☒**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses **Yes** ☐ **No** ☐
Comment:2. Confirmed Submitting Department's personnel-related materials **Yes** ☒ **No** ☐ **N/A** ☐
Comment:3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☒ **N/A** ☐4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**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 ADOPTING A
POSITION DESCRIPTION FOR AN
EXISTING POSITION**

)
)
)

ORDER NO:_____

WHEREAS, it is the recommendation of Julie Swift, Payroll & Personnel Coordinator, that the attached position description be adopted for the following position:

Corrections Deputy
Position Title

S-7
Range

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of June 28, 2017. This description replaces any previous description approved for this position.

Dated this __ day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Corrections Deputy I

EXEMPT:	No	
SALARY LEVEL:	S-7	
SUPERVISOR:	Corrections/Communications Sergeant	
PREPARED BY:	Payroll/Personnel	June 2017

POSITION SUMMARY:

Performs work as a Corrections & Communications Officer in the Curry County Jail and dispatch center. Primary emphasis of this classification is on ensuring the security and general welfare of those in custody of the Curry County Jail. Functions as an emergency public safety telecommunicator as needed. Does related work as required. Works under the supervision of the Corrections/Communications Sergeant.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Examples of Work: (Illustrative only)

An employee in this classification may perform any of the following duties. However, these examples do not include all specific tasks which the employee may be expected to perform.

1. Receives and books all new inmates on assigned shift including: completing necessary forms, finger printing, photographing, searching, issuing jail clothing and bedding, interviewing for medical background and assigning housing by classification.
2. Oversees the maintenance activities of the facility including the cleaning of the basement, kitchen, jail, laundry and equipment.
3. Escorts inmates to and from court.
4. Escorts inmates to and from medical providers.
5. Distributes medication to inmates on orders from the doctor and maintains necessary records.

JOB DESCRIPTION
JOB TITLE: Corrections Deputy I - Page 2

Examples of Work: (cont.)

6. Transports inmates to and from other facilities as required.
7. Oversees food service to the inmates.

SUPERVISORY RESPONSIBILITIES:

Exercises supervision over inmates incarcerated in the jail. Supervision of co-workers and subordinates is not a requirement of employees of this classification.

QUALIFICATION REQUIREMENTS:

Ability to-

Understand oral and written instructions and act upon them accordingly.

Maintain control and security in a correctional environment.

Direct the work of those in custody.

Develop a considerable knowledge of a wide range of procedures, techniques, laws and ordinances.

Maintain composure during times of emergency. Ability to work effectively with those in custody, other employees and the general public.

Operate standard office and communication equipment.

Independently conduct departmental research and prepare reports and correspondence according to departmental or county standards.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent GED certificate. Must be 21 years of age or older.

Maintain current First Aid and CPR certificates as required by the Oregon Board on Police Standards and Training.

JOB DESCRIPTION
JOB TITLE: Corrections Deputy I - Page 3

SPECIAL QUALIFICATIONS:

Possession of or ability to obtain within one year of employment Basic Corrections Officer Certificate with the Oregon Board on Police Standards and training.

Must possess valid Oregon Driver's License

Reasonable accommodations will be made to enable individuals with disabilities to perform these essential functions.

Curry County Sheriff's Office (CCSO) complies with the Federal Prison Rape Elimination Act (PREA). PREA prohibits CCSO from hiring, or promoting anyone who has engaged in, been convicted of, or been civilly or administratively adjudicated for engaging in sexual abuse in Institution settings. These include a jail, prison, or other correctional facility (including juvenile corrections) AND any institution or facility where people are residing for the purpose of receiving care or treatment (e.g., adjudicated delinquent, neglected, placed in State custody, mentally ill or disabled, chronically ill, or physically disabled, etc.). These include skilled nursing care, intermediate or long-term care, or custodial or residential care (e.g., group home, rehabilitation, assisted living/nursing home, hospice, etc.).

This standard requires CCSO to conduct background checks on all applicants considered for employment or promotion to consider any incidents of substantiated allegations of sexual abuse or sexual harassment in determining whether to hire or promote anyone who may have contact with inmates.

For more information regarding PREA please visit: <http://nicic.gov/PREA>.

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:** Public Transit Agreements No. 31916, 31999, and 32185 (State of Oregon and Curry County)**AGENDA DATE^a:** 06-28-17 **DEPARTMENT:** Counsel **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:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:****BRIEF BACKGROUND OR NOTE^b:** Public Transit Grant Funding 2017-2019^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1) Agreement No. 31916

(2) Agreement No. 31999

(3) Agreement No. 32185

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 Originals to State or K. Bernhardt - Public Transit

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 ☐

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$640,162.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$372,463.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents 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 the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **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 State or Recipient with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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 an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Curry County/State of Oregon
Agreement No. 31916

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By

(Legally designated representative)

Name

(printed)

Date

By

Name

(printed)

Date

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By

Recipient's Legal Counsel

Date

Recipient Contact:

Court Boice
94235 Moore St., Suite 122
Gold Beach, OR 97444-0746
1 (541) 247-3229
boicec@co.curry.or.us

State Contact:

Alison Wiley
555 13th St. NE
Salem, OR 97301-4179
1 (971) 701-5049
alison.j.wiley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By

H. A. (Hal) Gard

Rail and Public Transit Division Administrator

Date

APPROVAL RECOMMENDED

By

Alison Wiley

Date

04/14/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By

Assistant Attorney General

Name

Marvin D. Fjordbeck by email

(printed)

Date

03/13/2017

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2017-19 R3 5311 Curry County 31916 <i>Project Administration and Operating</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$40,000.00	\$35,892.00	\$4,108.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$600,162.00	\$336,571.00	\$263,591.00	Local
Sub Total	\$640,162.00	\$372,463.00	\$267,699.00	
Grand Total	\$640,162.00	\$372,463.00	\$267,699.00	

• **1. PROJECT DESCRIPTION**

Provides funding for Recipient's administrative expenses not directly related to providing transit services. Provides operations funding for Recipient to provide demand-response service in Brookings and Gold Beach, Oregon and intercity service in Coos and Curry counties in Oregon, and Del Norte County in California. Days of operation are Monday through Friday. Hours of operation are 8:15 a.m. to 4:30 p.m. for demand-response, and 6:15 a.m. to 7:05 p.m. for intercity.

2. PROJECT DELIVERABLES AND TASKS

I. Administration

Recipient shall perform administrative activities to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning..

II. Operations

The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the operator of service, the affected community members and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.

A projected ridership goal is established for this project:

For 2017-18: 29,500

For 2018-19: 29,800

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

3. PROJECT ACCOUNTING AND MATCH

Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.

Funding sources that may be used as match for this Agreement include Special Transportation Formula funds, local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as match must be properly documented and reported to State.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$372,463.00

Administered By

Rail and Public Transit Division
555 13th St. NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

**Summary of Federal Requirements and Incorporating by Reference
Annual List of Certifications and Assurances for FTA Grants and
Cooperative Agreements ("Certifications and Assurances") and Federal
Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

IMPORTANT: All fillable form fields MUST be completed to submit this form.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☒ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☒ Women	☒ Asians or Pacific Islanders
☒ Persons with Disabilities	☒ American Indians
☒ African-Americans	☒ Alaskan Natives
☒ Hispanics	

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

☐ Women	☐ Asians or Pacific Islanders
☐ Persons with Disabilities	☐ American Indians
☐ African-Americans	☐ Alaskan Natives
☐ Hispanics	

3. ☐ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, please provide below the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

This contract has a unique positive impact on minority populations by continuing or improving the indicated populations' opportunities to access public transportation opportunities and services for mobility needs.

This contract was developed in consultation with the applicant's advisory committee.

☒ By checking this box, I hereby certify the information contained on this form is true, complete, and accurate to the best of my knowledge.

Dated: 6-19-19

Printed Name: Court Boice

Title: Curry Commissioner

Agency Name: Curry County Board of Commissioners

Grant Program: [select one]

Submit Form

The Oregon Department of Transportation, Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services' guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

¹ "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$134,000.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
 - b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the

following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
- c. **Recovery of Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties

set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

- b. **Subagreement indemnity; insurance.**
- c. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents 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 the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the

- ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **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 State or Recipient with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written

instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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 an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent

contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- i. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By

(Legally designated representative)

6-19-17

Name

(printed)

COURT BOICE

Date

By

Name

(printed)

Date

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By

Recipient's Legal Counsel

Date

Recipient Contact:

M. Gerard Herbage
94235 Moore St., Suite 122
Gold Beach, OR 97444-0746
1 (541) 247-3291
herbageg@co.curry.or.us

State Contact:

Alison Wiley
555 13th St. NE
Salem, OR 97301-4179
1 (971) 701-5049
alison.j.wiley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By

H. A. (Hal) Gard

Rail and Public Transit Division Administrator

Date

APPROVAL RECOMMENDED

By

Alison Wiley

Date

04/06/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 2017-19 R3 STF Curry County 31999 <i>Operating</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$134,000.00	\$134,000.00	\$0.00	
Sub Total	\$134,000.00	\$134,000.00	\$0.00	
Grand Total	\$134,000.00	\$134,000.00	\$0.00	

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$134,000.00

Administered By
Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☒ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- ☒ Women
- ☒ Persons with Disabilities
- ☒ African-Americans
- ☒ Hispanics
- ☒ Asians or Pacific Islanders
- ☒ American Indians
- ☒ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- ☐ Women
- ☐ Persons with Disabilities
- ☐ African-Americans
- ☐ Hispanics
- ☐ Asians or Pacific Islanders
- ☐ American Indians
- ☐ Alaskan Natives

3. ☐ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 19 day of June, 2017, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature

Printed Name:

Title:

1 "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific islanders, American Indians, and Alaskan Natives.

The Oregon Department of Transportation Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

FOR RPTD USE ONLY: Program: STF

STATEMENT FOR OREGON RACIAL AND ETHNIC IMPACT STATEMENT

GRANT #31999

June 19, 2017

This contract has a unique positive impact on minority populations by continuing or improving the indicated populations' opportunities to access public transportation services for mobility needs.

This contract was developed in consultation with the applicant's advisory committee.

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$244,569.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$219,452.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than **45 days** after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents 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 the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **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 State or Recipient with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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 an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, ~~suit or proceeding~~ (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By 
(Legally designated representative) 6-19-17

Name Court Boies
(printed) Commissioner

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

M. Gerard Herbage
94235 Moore St., Suite 122
Gold Beach, OR 97444-0746
1 (541) 247-3291
herbageg@co.curry.or.us

State Contact:

Alison Wiley
555 13th St. NE
Salem, OR 97301-4179
1 (971) 701-5049
alison.j.wiley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Alison Wiley

Date 05/16/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin D. Fjordbeck by email
(printed)

Date 03/13/2017

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2017-19 R3 5310 Curry County 32185 Purchased Service				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$244,569.00	\$219,452.00	\$25,117.00	State Funds
Sub Total	\$244,569.00	\$219,452.00	\$25,117.00	
Grand Total	\$244,569.00	\$219,452.00	\$25,117.00	

• 1. PROJECT DESCRIPTION

Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Curry County area and to support the administrative costs required to manage the service contract.

2. PROJECT DELIVERABLES

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$219,452.00

Administered By

Rail and Public Transit Division
555 13th St. NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

**Summary of Federal Requirements and Incorporating by Reference
Annual List of Certifications and Assurances for FTA Grants and
Cooperative Agreements ("Certifications and Assurances") and Federal
Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

IMPORTANT: All fillable form fields **MUST** be completed to submit this form.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☒ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☒ Women	☒ Asians or Pacific Islanders
☒ Persons with Disabilities	☒ American Indians
☒ African-Americans	☒ Alaskan Natives
☒ Hispanics	

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

☐ Women	☐ Asians or Pacific Islanders
☐ Persons with Disabilities	☐ American Indians
☐ African-Americans	☐ Alaskan Natives
☐ Hispanics	

3. ☐ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, please provide below the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

This contract has a unique positive impact on minority populations by continuing or improving the indicated populations' opportunities to access public transportation services for mobility needs.

This contract was developed in consultation with the applicant's advisory committee.

- ☒ By checking this box, I hereby certify the information contained on this form is true, complete, and accurate to the best of my knowledge.

Dated: 6-19-19

Printed Name:

COURT BOICE

Title:

COMMISSIONER

Agency Name:

MURRAY COUNTY BOARD OF COMMISSIONERS

Grant Program: [select one]

Submit Form

The Oregon Department of Transportation, Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services' guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

¹"Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

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:** New Hire / Summer Work Crew**AGENDA DATE^a:** 6/21/17 **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:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 6/14/17**BRIEF BACKGROUND OR NOTE^b:** Hire order for Yancy Rangel for the position of summer work crew, this is a seasonal position^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Hire Order

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other .

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (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 ☐

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:** Parks Camp Caretaker agreement**AGENDA DATE^a:** 6/21/17 **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:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 6/14/17**BRIEF BACKGROUND OR NOTE^b:** 2017-2018 renewal agreement with R. Warren and S. Cummins to provide Camp caretaker duties at Boice Cope County Park^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)17-18 agreement

(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 ☐

CARETAKER/ HOST VOLUNTEER AGREEMENT

This agreement is entered into this ____21st_ day of _June_____, 2017, by and between Curry County, a Political Subdivision of the State of Oregon (County), and __Rick Warren and Sharon Cummins__(Host) as follows:

RECITALS:

WHEREAS, the County has a need for volunteers to serve as host at Lobster Creek Youth Camp to watch and provide security for the property, to call for assistance when necessary, to coordinate activities with the County Parks Coordinator (Coordinator), and to perform other services as necessary; and

WHEREAS, the County has a campsite space available for the Host to use; and

WHEREAS, the County is willing to allow the use of the campsite by the Host rent and utility free, and to provide them with a small stipend, and to assist the Host in the performance of their voluntary services for the term of this agreement.

County and Host agree to the following provisions:

1. ADMINISTRATION OF THIS AGREEMENT

The Coordinator and/or his/her designee shall administer this agreement on behalf of the County.

2. DESCRIPTION OF FUNCTIONS AND SERVICES

2.1 Host shall voluntarily perform the functions and services described in Exhibit "A" that is attached to this agreement and such other services as authorized by the Coordinator. County reserves the right to modify the Host duties and service to the County as necessary for the efficient operation of Boice Cope County.

2.2 The Host understands that they are donating their hours of service to the County and that this is done without any promise or expectation of compensation for services rendered. The Host will not

receive any compensation for services performed under this agreement. The Host is not eligible to receive unemployment benefits, social security, health insurance, or any other benefits that are provided to paid employees of the County, with the exception of worker's compensation coverage that the County provides to volunteers. The provision of a campsite, utilities and a stipend by the County is not compensation for services rendered but rather a benefit and gratuity that the County freely chooses to provide.

2.3 Check in/Checkout. When guests arrive the caretaker shall greet and sign in the guests. The Caretaker shall inform guests of user expectation and rules, establish daily AM/PM check in times/facilities maintenance with the guests to be no later than 10am and 6pm. 2.4 Caretaker shall insure that roadways remain clear, that high use areas and stairs are in good working order and free of slip, trip and fall hazards. Report all hazards to parks staff

2.5 Caretaker shall inform guests that there is no wildlife interaction allowed within the park. All violators need reported immediately.

2.6 Caretaker shall report to county staff any interactions with dangerous wildlife document but not peruse wildlife on their own.

3. CAMPSITE, UTILITIES AND STIPEND

3.1 As a gratuity to Host, County hereby allows Host the use of a space at Boice Cope County Park for placement of a recreational vehicle that is the residence of the Host. As a further gratuity, County shall provide water, electrical, propane, sewer and garbage utilities in reasonable amounts for the Host.

3.2 The Host shall maintain the campsite and surrounding area in a clean and sanitary condition at all times.

3.3 The Host shall vacate the campsite and remove their residence (recreational vehicle) and personal property within ten (10) days of the termination of this agreement.

3.4 The Host may not alter or improve the campsite without prior permission from the Coordinator or his/her designee.

3.5 County employees or agents may enter upon the campsite at reasonable times to inspect the premises.

3.6 Host shall be responsible for providing, at Host' own expense, insurance coverage for their personal property to include recreational vehicle or mobile trailer and personal vehicle(s).

3.7 As a final portion of the gratuity under this agreement, County shall provide Host a gratuity of \$_300_ a month. If the agreement should cover a portion of a month, the stipend shall be prorated.

3.8 Host will be compensated at the rate of \$0.50 cents per mile for driving their personal vehicle for park business at the direction of the Coordinator.

4. ABSENCES

One or more park host must be available all times when the park is open unless preauthorized by the Coordinator, or except in case of emergency. The park is open year round. Peak season is April 1 to September 30. Off season is October 1 to March 31.

5. COMPLIANCE WITH LAWS

5.1 This agreement shall be governed by and subject to the laws of the State of Oregon. The parties shall perform their duties in accordance with all applicable statutes, ordinances, regulations and administrative rules now or hereinafter in effect.

5.2 If any provision of this agreement is held by a court or administrative body to be invalid, such invalidity shall not affect any other provision of this agreement. This agreement shall be construed as if the invalid provision had never been included.

5.3 County may modify the terms of this agreement by written notice to Host as necessary to comply with changes in federal and state statutes, regulations, administrative rules and orders.

6. TERM AND TERMINATION

6.1 If Host fail to perform any of the services and obligations of this agreement, County upon 24 hours written notice may terminate this agreement at its sole discretion.

6.2 Either party may unilaterally terminate this agreement with or without cause upon thirty (30) days prior written notice or such lesser written notice when emergency conditions dictate.

6.3 This agreement shall be effective ____July _1_, 2017_, and unless terminated sooner pursuant to sections 6.1 or 6.2 above, it shall remain in effect until ____June _30_, 2018_. This agreement may be extended by mutual agreement of the parties.

6.4 Termination shall not prejudice any right of the parties prior to the effective date of termination.

7. MODIFICATIONS

Except as provided in subsections 2.1 and 5.3, this agreement may be changed only by written modifications that are signed by both parties.

It may not be amended or modified by oral agreements or understandings between the parties.

8. ENTIRE AGREEMENT

This agreement supersedes all prior and existing written or oral understandings between the parties. No other agreements, whether expressed or implied, shall be considered a part of this agreement, unless in writing and signed by the necessary parties hereto.

CARETAKER HOST

Date

CARETAKER HOST

Date

BOARD OF CURRY COUNTY COMMISSIONERS

_____, Chair Date

_____, Vice Chair Date

_____, Commissioner Date

Approved as to Form:

Curry County Legal Counsel

Exhibit "A"
SERVICES OF A VOLUNTEER PARK HOST

The volunteer park host helps maintain and operate Boice Cope County Park. One or more park host must be available all times when the park is open unless preauthorized by the Parks Coordinator, or except in case of emergency. The park is open year round. Peak season is April 1 to September 30. Off season is October 1 to March 31. The Camp Caretaker is expected to perform the following services:

1. Greet visitors and make them feel welcome. Make AM and PM contact with guests to ensure that all their needs are met
2. Disseminate park rules and information to public to include park fee's, rental information, current fire restrictions, trail and activity information.
3. Insure that park users pay fees.
4. Sell firewood for campers' use (Exempt group camping).
5. Provide safety for park premises -- report theft, damage, criminal activity, and non-compliance of park rules to proper authorities.
6. Maintain a tidy camp site – pick up litter; empty trash cans and replace with clean liners; advise Parks Coordinator when park dumpster needs to be emptied.
7. Keep restroom facilities clean and in order / AM/PM checks – refill paper products and soap; wipe down sinks and toilets daily; clean floor and mats daily; empty trash.
8. Mow and weed-eat camping areas as needed.
9. Caretaker/Camp Host will not alter control panels, timer settings, or any part of septic or water systems.
10. Provide assistance in an emergency. Perform "light" repairs around the park as needed.
11. Coordinate any alterations and/or improvements to campground with Parks Coordinator.
12. Track/record unscheduled visitors/campers.
13. Other duties as assigned

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:** Agreement with Wild Rivers Mountain Bike Association (WRCMBA, a nonprofit and Curry County)**AGENDA DATE^a:** 6/21/17 **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:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 6/14/17**BRIEF BACKGROUND OR NOTE^b:** Agreement w WRCMBA to provide trail development and maintenance to Lobster Creek Camp.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Agreement with WRCMBA

(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 Printed Copy to Parks Dept.

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 ☐

AGREEMENT FOR TRAIL DEVELOPMENT AND MAINTENANCE

PARTIES:

Wild Rivers Coast Mountain Bike Association (WRCMBA), a nonprofit

AND,

Curry County, Oregon (Curry), a municipal corporation

RECITALS:

WHEREAS, Curry County, by and through the Curry County Parks Department and Wild Rivers Coast Mountain Bike Association (WRCMBA) desire to enter into this Agreement for the purpose of trail development and maintenance at Lobster Creek Campground owned and operated by Curry County;

WHEREAS, the Lobster Creek Campground is a 52 acre site owned and operated by Curry County with facilities as well as trails for the use of patrons of the facilities and is generally inaccessible by the general public unless a permit has first been obtained from Curry County Parks Dept.;

WHEREAS, WRCMBA makes use of the Lobster Creek trail system for mountain biking and desires to improve those trails for their use as well as use by the greater public;

WHEREAS, Curry desires to have a safe, functional trail system at the Lobster Creek Campground for public use;

WHEREAS, WRCMBA has the skill and manpower necessary to develop and maintain a mountain bike trail system at the Lobster Creek Campground;

FOR AND IN CONSIDERATION OF AND IN EXCHANGE OF THE MUTUAL COVENANTS AND AGREEMENTS, THE PARTIES AGREE:

Purpose: WRCMBA shall develop and maintain a trail system at the Lobster Creek Campground for their use as well as the use of the general public. WRCMBA will survey the existing trail system and develop a plan, maintenance and work schedule to improve and maintain the system. The development plan shall include a design for a new trail head access to be constructed by WRCMBA. The development plan shall be submitted to the Curry County Parks Department for review and approval prior to any construction or improvement.

Consideration: In exchange for the services provided by WRCMBA, Curry County shall provide WRCMBA with access to the Lobster Creek trail system only (not to include campground facilities) at no cost to WRCMBA at agreed upon times so long as no other reservation has been made at the time of the request.

Use: Use shall be limited to members of WRCMBA. These members may have access to the trail system. Members must first contact the Curry County Parks Dept. to ensure that no other

use is previously scheduled before entering upon the trail system. Access is solely for the trail system unless reservations have been made to use the entire park pursuant to standard Curry County Parks policy. Additionally, if WRCMBA desires to host an event on the property open to non-members they shall make a reservation under the Curry County Parks policy and pay any associated fee accompanying that use.

Term: Either party may terminate this agreement upon written notice to the other.

Notices: Notices required under this Agreement shall be addressed to:

Curry County Parks Dept.

Gold Beach, OR

Wild Rivers Coast Mountain Bike Assc.

94265 Leith Rd

Gold Beach, OR

To arrange for use of the premises WRCMBA shall contact the Parks Dept. at (541) 247-3235.

Insurance: During the term of this Agreement, WRCMBA shall maintain in force insurance coverage compliant with the requirements as follows: 1) Comprehensive General Liability insurance applicable to the services provided to the County, with a combined single limit, or the equivalent, of not less than \$2,000,000 aggregate and \$1,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract; 2) Workers' Compensation insurance in compliance with ORS Chapter 656, if WRCMBA employs "subject workers". Proof of coverage shall be provided to Curry by WRCMBA.

Hold Harmless: WRCMBA shall indemnify, defend and hold Curry harmless from and against any claims arising from the negligence or willful act of WRCMBA or of WRCMBA's invitees or guests in or upon any part of the trail system or campground. As used in this paragraph, "claims" means any demands, suits or actions regardless by whom and for what cause asserted or prosecuted, including injury or damage to the person or property of WRCMBA or anyone else, as well as attorney fees and costs relating to them. WRCMBA and its invitees waive any claims against Curry for loss of or damage to WRCMBA's property on the Premises.

Applicable Laws and Regulations: WRCMBA and Curry agree to abide by all Federal, State and Local laws, regulations and permitting applicable in designing, creating and maintaining the trail system.

CURRY COUNTY COMMISSIONERS

WRCMBA Representative

Chair _____ Date _____

_____ Date _____

Commissioner _____ Date _____

Commissioner _____ 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:** Abel - Insurance Proposals for SAIF**AGENDA DATE^a:** 2017_06_28 **DEPARTMENT:** Counsel **TIME NEEDED:** 15min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Huttel **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-16-17**BRIEF BACKGROUND OR NOTE^b:** Abel Insurance Representatives will present to Board Proposals for 2017-2018 Worker's Comp Coverage^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Proposal**

(1) SAIF cover sheet, SAIF Options 1 & 2 - recommend Option 2

(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 Abel Insurance, Gold Beach

Name:

Address:

City/State/Zip:

Phone:

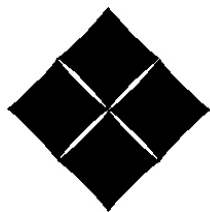
Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** **Administrative Actions****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**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 ☐



Abel Insurance Agency

Risk Management & Consulting Services

June 28, 2017

2017-2018 Workers Compensation

Option 1: SAIF proposal for \$80,577

Rated Payroll Basis: \$6,076,030

Experience Rating Modification: 0.79

Annual Pre Pay Discount: 3.5%

Option 2: SAIF proposal for \$77,074

Rated Payroll Basis: \$5,854,030

Experience Rating Modification: 0.79

Annual Pre Pay Discount: 3.5%

2016-2017 SAIF premium: \$83,201.51

2016-2017 Rated Payroll Basis: \$5,614,700

2016-2017 Experience Rating Modification: 0.98

2016-2017 Annual Pre Pay Discount: 3.5%



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	\$49,000	3.69	\$1,808
5191	Computer Dev-Instl/Inspec/Ser/Repr	\$0	.89	\$0
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	\$536,766	6.23	\$33,441
7024 M	Vessels-Noc-State Act	\$130,650	2.24	\$2,927
7720	Police Officers & Dr	\$2,422,000	2.42	\$58,612
7720	County Search And Rescue- Volunteer	\$11,000	2.42	\$266
8380	Service Station-Dr	\$103,093	2.78	\$2,866
8411	Vol Plcmn @ 0800/Mo Ea	\$86,400	1.40	\$1,210
8742	Field Representatives	\$284,500	.21	\$597
8810	Office Clerical	\$809,000	.12	\$971
8820	Attorney & Cler/Messenger/Dr	\$433,000	.12	\$520
8832	Physician & Clerical	\$0	.32	\$0
9015	Buildings-Ops By Owner/Lessee & Drivers	\$70,600	2.51	\$1,772
9016	County Fairs/Dr	\$54,000	2.06	\$1,112
9102	Park Noc-All Employees & Dr	\$12,000	2.92	\$350
9410	Building Inspectors	\$277,021	1.24	\$3,435
9410	Municipal/Twn/Cnty/State Emp-Noc	\$793,000	1.24	\$9,833
5508	Street/Rd Const-Rock Excav-Dr	\$0	10.35	\$0
6876	Diving-State Act Exposure Only	\$0	4.14	\$0
7395 M	Diving-Marine	\$0	2.53	\$0
8831	Dog Pounds-Incl Dog Catcher/Dr	\$0	1.13	\$0
8835	Nurse-Home Health/Publ-Trvl-Al Emp	\$0	2.67	\$0
9402	Street Cleaning-Dr	\$0	4.46	\$0
6876	Vol Diver-State Act Exposur Only	\$0	4.14	\$0
7395 M	Vol Diving-Marine	\$0	2.53	\$0
7720	Vol Comm Emergency Resp Team Mbr	\$0	2.42	\$0
7720	Vol Police Interns	\$0	2.42	\$0
7720	Inmates	\$4,000	2.42	\$97
8810	Vol Office Clerical	\$0	.12	\$0
8831	Vol Care/Feed Animals-Dr	\$0	1.13	\$0
8832	Vol Medical Office Assistant	\$0	.32	\$0
8835	Vol Adult Care Service	\$0	2.67	\$0
9016	Vol Fairgrounds Booth Worker	\$0	2.06	\$0
9016	Vol Fairgrounds Clerical	\$0	2.06	\$0
9410	Vol Building Inspectors	\$0	1.24	\$0

Total Payroll \$6,076,030

Manual Premium \$119,817

Part Two Coverage (Increased Limits Factor 1.004) + \$479

Subject Premium \$120,296

Experience Rating Modification x .79

Modified Premium \$95,034

Tentative Group Discount (OGSERP Factor .96) - \$3,801



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

Annual Prepay Discount (3.5%)	-	<u>\$3,193</u>
Standard Premium		\$88,040
Premium Discount	-	<u>\$13,672</u>
Discounted Premium		\$74,368
Terrorism Premium	+	\$608
Catastrophe Premium	+	\$608
DCBS Premium Assessment @ 6.8%	+	<u>\$4,995</u>
Total Premiums and Assessments		\$80,577
Annual Prepay Installment		\$80,577

Premium discount schedule

First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$100,000 with \$0 minimum premium.

Part Two coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000 with \$120 minimum premium.

Group discounts are subject to validation of the OGSERP factors by NCCI and final approval by the Department of Consumer Business Services.

Terrorism premium = total payroll / 100 x .01

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes Part Two coverage and federal premium.

Premium and rating factors will change on your rating effective date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



CURRY COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

Agency: ABEL INSURANCE AGENCY

Producer: WENDY ABEL-HATZEL

Premium Estimate:

Modified premium	\$95,034
Group discount	\$3,801
Annual prepay discount (3.5%)	\$3,193
Standard premium	\$88,040
Premium discount	\$13,672
Total premiums and assessments	\$80,577

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 4

Class	Description	Estimated Payroll	Rate	Estimated Premium
0050	Weed Control Incl Dr	\$49,000	3.69	\$1,808
5191	Computer Dev-Instl/Inspec/Ser/Repr	\$0	.89	\$0
5506	Street/Rd Const-Fnl Grad/Pve/Rep/Dr	\$536,766	6.23	\$33,441
7024 M	Vessels-Noc-State Act	\$130,650	2.24	\$2,927
7720	Police Officers & Dr	\$2,200,000	2.42	\$53,240
7720	County Search And Rescue- Volunteer	\$11,000	2.42	\$266
8380	Service Station-Dr	\$103,093	2.78	\$2,866
8411	Vol Plcmn @ 0800/Mo Ea	\$86,400	1.40	\$1,210
8742	Field Representatives	\$284,500	.21	\$597
8810	Office Clerical	\$809,000	.12	\$971
8820	Attorney & Cler/Messenger/Dr	\$433,000	.12	\$520
8832	Physician & Clerical	\$0	.32	\$0
9015	Buildings-Ops By Owner/Lessee & Drivers	\$70,600	2.51	\$1,772
9016	County Fairs/Dr	\$54,000	2.06	\$1,112
9102	Park Noc-All Employees & Dr	\$12,000	2.92	\$350
9410	Building Inspectors	\$277,021	1.24	\$3,435
9410	Municipal/Twn/Cnty/State Emp-Noc	\$793,000	1.24	\$9,833
5508	Street/Rd Const-Rock Excav-Dr	\$0	10.35	\$0
6876	Diving-State Act Exposure Only	\$0	4.14	\$0
7395 M	Diving-Marine	\$0	2.53	\$0
8831	Dog Pounds-Incl Dog Catcher/Dr	\$0	1.13	\$0
8835	Nurse-Home Health/Publ-Trvl-Al Emp	\$0	2.67	\$0
9402	Street Cleaning-Dr	\$0	4.46	\$0
6876	Vol Diver-State Act Exposur Only	\$0	4.14	\$0
7395 M	Vol Diving-Marine	\$0	2.53	\$0
7720	Vol Comm Emergency Resp Team Mbr	\$0	2.42	\$0
7720	Vol Police Interns	\$0	2.42	\$0
7720	Inmates	\$4,000	2.42	\$97
8810	Vol Office Clerical	\$0	.12	\$0
8831	Vol Care/Feed Animals-Dr	\$0	1.13	\$0
8832	Vol Medical Office Assistant	\$0	.32	\$0
8835	Vol Adult Care Service	\$0	2.67	\$0
9016	Vol Fairgrounds Booth Worker	\$0	2.06	\$0
9016	Vol Fairgrounds Clerical	\$0	2.06	\$0
9410	Vol Building Inspectors	\$0	1.24	\$0

Total Payroll \$5,854,030

Manual Premium \$114,445

Part Two Coverage (Increased Limits Factor 1.004) + \$458

Subject Premium \$114,903

Experience Rating Modification x .79

Modified Premium \$90,773

Group Discount (OGSERP Factor .96) - \$3,631



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 4

Annual Prepay Discount (3.5%)	-	<u>\$3,050</u>
Standard Premium		\$84,092
Premium Discount	-	<u>\$12,962</u>
Discounted Premium		\$71,131
Terrorism Premium	+	\$585
Catastrophe Premium	+	\$585
DCBS Premium Assessment @ 6.8%	+	<u>\$4,772</u>
Total Premiums and Assessments		\$77,074
Annual Prepay Installment		\$77,074

Premium discount schedule

First	\$5,000	0.0%
Next	\$10,000	10.5%
Next	\$35,000	16.5%
Over	\$50,000	18.0%

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$100,000 with \$0 minimum premium.

Part Two coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000 with \$120 minimum premium.

Terrorism premium = total payroll / 100 x .01

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes Part Two coverage and federal premium.

Premium and rating factors will change on your rating effective date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



CURRY COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2017 - 07/01/2018

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 4

Agency: ABEL INSURANCE AGENCY

Producer: WENDY ABEL-HATZEL

Premium Estimate:

Modified premium	\$90,773
Group discount	\$3,631
Annual prepay discount (3.5%)	\$3,050
Standard premium	\$84,092
Premium discount	\$12,962
Total premiums and assessments	\$77,074

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

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:** Abel - Insurance Proposals for Airport Liability Insurance**AGENDA DATE^a:** 2017_06_28 **DEPARTMENT:** Counsel **TIME NEEDED:** 15min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-16-17**BRIEF BACKGROUND OR NOTE^b:** Abel Insurance Representatives will present to Board Proposals for 2017-2018 Airport Liability Insurance Rates^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Proposal**

(1) Airport Liability and coversheet - Recommend \$10M limit

(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 Abel Insurance, Gold Beach

Name:

Address:

City/State/Zip:

Phone:

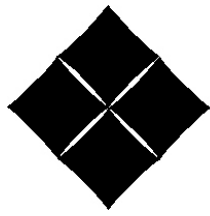
Due date to send: / /

Email:

^c**Note: Most signed documents are filed/recorded with the Clerk per standard process.****PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** **Administrative Actions****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**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 ☐



Abel Insurance Agency

Risk Management & Consulting Services

June 28, 2017

2017-2018 Airport Liability

Option 1: \$10,000,000 Occurrence with \$10,000,000 Aggregate Limit for \$3,019

Option 2: \$5,000,000 Occurrence with \$5,000,000 Aggregate Limit for \$2,555

- Both options will lock in the rate for 3 years
- Both options include coverage for Terrorism
- Carrier for both options is StarNet Insurance who is A+ XV rated
- 2016-2017 Premium: \$3,047
- 2016-2017 Limits: \$10,000,000
- 2016-2017 Carrier: Old Republic

Airport Owners & Operators Liability Policy **RENEWAL ORDER**

NAMED INSURED

Named Insured
Mailing Address
Airport
Policy Renewal Date
Insurance Company

CURRY COUNTY OF OREGON

94235 MOORE STREET #125, GOLD BEACH, OR 97444
BOK – BROOKINGS AIRPORT Located in BROOKINGS, OR
JULY 1, 2017 Policy # BA-NEW
STARNET INSURANCE COMPANY

COVERAGE LIMITS

<u>Coverage A</u>	<u>Bodily Injury and Property Damage</u>	\$10,000,000 OCCURRENCE
	<u>Products & Completed Operations</u>	\$10,000,000 AGGREGATE
	<u>Malpractice Liability</u>	\$10,000,000 AGGREGATE
	<u>Fire Damage Limit Any One Fire</u>	\$250,000
<u>Coverage B</u>	<u>Personal & Advertising Injury Liability</u>	\$10,000,000 AGGREGATE
<u>Coverage C</u>	<u>Medical Expense Any One Person</u>	\$25,000
<u>Coverage D</u>	<u>Hangarkeeper's Liability Coverage</u>	
	<u>Each Aircraft Limit</u>	\$10,000,000 ANY ONE AIRCRAFT
	<u>Each Loss Limit</u>	\$10,000,000 ANY ONE OCCURRENCE
	<u>Deductible (Each Aircraft)</u>	NIL
<u>Coverage E</u>	<u>Non-owned Aircraft Liability</u>	\$10,000,000
<u>Coverage Territory</u>	<u>World wide</u>	INCLUDED
<u>Extended Coverage</u>	<u>War, Hi-jacking TRIA Liability</u>	INCLUDED
<u>Deductible</u>	<u>Each Occurrence or Offense Amount</u>	NIL EACH AND EVERY LOSS

ENHANCED COVERAGES

AP 77 10 02 15	AIRPORT OWNERS & OPERATORS LIABILITY DECLARATIONS
CG 72 11 07 06	AIRPORT POLICY PROVISIONS (STARNET)
14 02 0 AL 74 9	DATE CHANGE RECOGNITION
CG 76 46 11 07	SILICA AND SILILCA RELATED DUST EXCLUSION
CG 76 361 07 06	ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS
CG 76 41 07 06	IMMUNITY WAIVER
CG 76 356 11 07	KNOWLEDGE OF OCCURRENCE
CG763450706	AIRPORT ENHANCED COVERAGE
CG763581107	EXCESS AUTO LEGAL LIABILITY AND EXCESS EMPLOYER'S LIABILITY
CG76470706	3-YEAR POLICY

PREMIUM

Total Annual Premium **\$ 3,019** FIRST YEAR OF 3-YEAR POLICY

☐ RENEW at the Optional **\$5MIL** LIMITS with Annual Premium of \$2,555

APPROVED BY:

X

SIGNED	PRINTED	TITLE	DATE

POLICYHOLDER
DISCLOSURE NOTICE
OF TERRORISM
INSURANCE
COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

X	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium included
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

StarNet Insurance Company
Insurance Company

Print Name

Policy Number

Date

© 2015 National Association of Insurance 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**AGENDA ITEM TITLE:** Abel - Insurance Proposals for CIS Liability Insurance**AGENDA DATE^a:** 2017_06_28 **DEPARTMENT:** Counsel **TIME NEEDED:** 15min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-16-17**BRIEF BACKGROUND OR NOTE^b:** Abel Insurance Representatives will present to Board Proposals for 2017-2018 Liability Insurance Rates^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Proposal**

(1) CIS Liability Options and Coversheet - Recommend Option 10

(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 Abel Insurance, Gold Beach

Phone:

Due date to send: / /

Email:

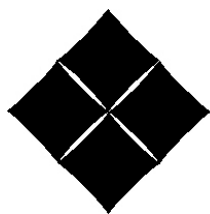
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(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE: Administrative Actions****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☒ **No** ☐Commissioner Court Boice **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

2017-2018 CIS LIABILITY OPTIONS

	\$50,000 Aggregate Deductible	75/115 Retro \$245,509 Max	65/120 Retro \$256,183 Max	60/130 Retro \$277,532 Max	Basic Plan
Base Premium	\$213,486.06	\$213,486.06	\$213,486.06	\$213,486.06	\$213,486.06
Premium Credit	<\$37,500>	<\$53,371.06>	<\$74,720.06>	<\$85,394.06>	\$0
Multi Line Credit	<\$5,279.58>	<\$4,803.45>	<\$4,162.98>	<\$3,842.76>	<\$6,404.58>
Excess Cyber Liability	\$3,808.00	\$3,808.00	\$3,808.00	\$3,808.00	\$3,808.00
Risk Mgmt Credit	<\$17,979.40>	<\$17,979.40>	<\$17,979.40>	<\$17,979.40>	<\$17,979.40>
Professional Service Fee	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$7M TOTAL	\$171,535.08	\$156,140.15	\$135,431.62	\$125,077.84	\$207,910.08
\$5M TOTAL	\$167,687.08	\$152,292.15	\$131,583.62	\$121,298.84	\$204,062.08



Abel Insurance Agency

Risk Management & Consulting Services

June 28, 2017

2017-2018 LIABILITY OPTIONS

- All plan options include Public Entity Liability including Auto Liability
 - All plan options include \$200,000 in Excess Cyber Security Expense Coverage
-
1. Basic plan with \$7,000,000 per Occurrence / \$21,000,000 Aggregate = \$207,910.08
 2. Basic plan with \$5,000,000 per Occurrence / \$15,000,000 Aggregate = \$204,062.08
 3. \$50,000 Aggregate plan with \$7,000,000 per Occurrence / \$21,000,000 Aggregate = \$171,535.08
 4. \$50,000 Aggregate plan with \$5,000,000 per Occurrence / \$15,000,000 Aggregate = \$167,687.08
 5. 75/115 Retro plan with \$7,000,000 per Occurrence / \$21,000,000 Aggregate = \$156,140.15
 6. 75/115 Retro plan with \$5,000,000 per Occurrence / \$15,000,000 Aggregate = \$152,292.15
 7. 65/120 Retro plan with \$7,000,000 per Occurrence / \$21,000,000 Aggregate = \$135,431.62
 8. 65/120 Retro plan with \$5,000,000 per Occurrence / \$15,000,000 Aggregate = \$131,583.62
 9. 60/130 Retro plan with \$7,000,000 per Occurrence / \$21,000,000 Aggregate = \$125,077.84
 10. 60/130 Retro plan with \$5,000,000 per Occurrence / \$15,000,000 Aggregate = \$121,298.84

-
- 2016-2017 Premium: 195,825.88
 - 2016-2017: Basic plan with \$7,000,000 per Occurrence / \$21,000,000 Aggregate

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:** Abel - Insurance Proposals for CIS Property and Crime**AGENDA DATE^a:** 2017_06_28 **DEPARTMENT:** Counsel **TIME NEEDED:** 15min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-16-17**BRIEF BACKGROUND OR NOTE^b:** Abel Insurance Representatives will present to Board Proposals for 2017-2018 Property and Crime^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Proposal**

(1) CIS Property and Crime Proposal and Coversheet - recommend Option 3

(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 Abel Insurance, Gold Beach

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

Comment:

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

Comment:

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

(If Yes, brief detail)

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 ☐

CIS Property Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
Abel Insurance Agency
PO Box 1780
Coos Bay, OR 97420

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018

6/21/2017

Coverage Limits (Per Occurrence):*

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
Difference In Conditions - Earthquake & Flood (if any):	\$0
Extra Items (if any):	

*** This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.

Deductibles: \$1,000 Per occurrence except as noted and as follows (if any).

\$1,000 Per occurrence on scheduled mobile equipment items.

Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

Total Contribution: \$54,802.96 (Property) \$0.00 (Excess Earthquake)

Forms Applicable: CIS Property Coverage Agreement - CIS PR (7/1/2017)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

Authorized Representative / Agent

Date:

CIS Equipment Breakdown Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
Abel Insurance Agency
PO Box 1780
Coos Bay, OR 97420

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018

6/21/2017

Coverage Limits:*

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 days max.
Extended Period of Restoration	30 Days

*** This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.

Deductible: \$1,000 All Coverages: 24 hour waiting period applies for service interruption.

Contribution: Included

Forms Applicable: Equipment Breakdown Coverage Agreement - CIS BM (7/1/2017)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

Authorized Representative / Agent

Date:

CIS Excess Crime Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
Abel Insurance Agency
PO Box 1780
Coos Bay, OR 97420

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2017 to 7/1/2018

6/21/2017

Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement *

Employee Theft - Per Loss Coverage	\$500,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	\$100,000

Additional Coverages:

Faithful Performance of Duty	Included

*** This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.

Contribution: \$1,270.00

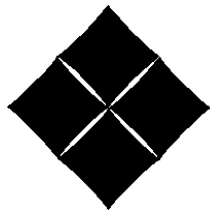
Forms Applicable: National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

Authorized Representative / Agent

Date:



Abel Insurance Agency

Risk Management & Consulting Services

June 28, 2017

2017-2018 Property, Equipment Breakdown & Crime

1. Option 1 renew with \$1,000 deductible = \$48,821.57
2. Option 2 renew with \$10,000 deductible = \$44,521.57
3. Option 3 renew with \$25,000 deductible = \$36,994.57

- 2016-2017 = \$1,000 deductible
- 2016-2017 premium = \$57,194.12
- All coverage with CIS
- Total Insured Value: \$46,319,766
- \$5,000,000 Earthquake included: option to increase to \$10,000,000 for \$13,500 additional
- \$5,000,000 Flood included: option to increase to \$10,000,000 for \$2,250 additional

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 adopting Elected Official Travel Policy**AGENDA DATE^a:** June 28, 2017 **DEPARTMENT:** BOC **TIME NEEDED:** 15 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:** 06/21/17**BRIEF BACKGROUND OR NOTE^b:** The Board has discussed options on adopting a travel policy for commissioner and elected official travel expenses. The proposed policy reflects the input from those discussions.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1)Order
(2)Travel Policy

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☒ **No** ☐
(If Yes, brief detail) Establishes County policy for elected official travel expenses**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 COMMISSIONER AND ELECTED OFFICIALS
TRAVEL REGULATIONS, ALLOWABLE EXPENSES AND REIMBURSEMENT RATES

Travel Policy Goals

This Policy is to implement the goals of authorizing only reasonable and necessary travel expenses by encouraging use of telephonic or electronic training and conferencing, encouraging use of county pool cars for authorized in-state travel, dis-allowing use of pool cars for in-county travel, and establishing limits for meals and lodging expense reimbursement.

Board review and approval of cumulative travel expenses that exceed \$1500 for any individual county elected official within one fiscal year is required before County funds may be spent on travel, training, meals, lodging or pool car use. Cumulative travel expenses means expenses for travel, training, meals, lodging or pool car use sought to be reimbursed from or expended with County funds regardless of budget line item.

The Sheriff Department and employees are not subject to these rules, but the Board encourages the Sheriff Department to use all means available to reduce its travel expenses.

Travel and training expenses not approved by the Board will be the personal responsibility of the Commissioner or Elected Official or County public official or employee who authorizes or approves and processes the request for disbursement of County funds. Personal responsibility for the expense shall be joint and several.

The Board of Commissioners (Board) retains the right to determine:

- a. The mode of transportation utilized by a County Commissioner or Elected Official.
- b. The number, type and availability of County vehicles.
- c. The process for determining who will be authorized to drive any vehicle on behalf of the County.

A. Board to Approve all Travel Expenses for Commissioners and Elected Officials over \$1500

All elected official cumulative travel expenses that exceed \$1500 within a single fiscal year sought to be paid for by County funds require approval by majority vote of the Board of Commissioners.

Requests shall include whether the function is available to attend and participate by electronic means including but not limited to telephone, internet webinar, skype, go-to-meeting, or the like. Whenever the function can be attended or participated in by such electronic means, in-person travel will not be allowed unless approved by the Board.

All travel reimbursement requests for hotel and travel/airfare/car rental expenses shall be supported by three quotes. Three quotes are not required when the vendor is on a county or state-approved vendor list and the charge is at the county or state-approved list rate.

B. Rules for Travel Meal and Lodging expense of County funds regardless of dollar amount

For all travel, whether cumulatively above or below the \$1500 annual limit, the following rules apply

1. Requirement to Reduce Travel Expense by Attending Training and Meetings by Electronic Means

a. Electronic attendance requirement.

Whenever possible, Commissioners and Elected Officials shall attend trainings by electronic means, whether telephonically, video conference, on-line or otherwise. Document of availability of electronic means must accompany any expense request.

2. Three types of travel: Within the County; Out of County within the State; Out of State

a. Travel within the County not covered by County funds.

Because of its frequency and therefore its expense, the County will not expend funds for Commissioner or Elected official Training or Meeting travel within Curry County. This means County pool cars are not available for use within the County, and mileage will not be reimbursed for personal vehicle use within the County, regardless of whether County business is being conducted. This section does not apply to the Assessor while conducting assessments. Commuting will not be covered by county funds, or use of pool cars, or otherwise.

b. Requirement to Use County Vehicles for out-of-county in-state travel

Commissioners and Elected Officials will use, as available, County vehicles or public transportation, before using private vehicles when conducting County business out of County but within the state.

i) County vehicles not authorized if Personal Use

If a Commissioner or Elected Official wishes to delay his return from an out-of-County business or training activity for personal reasons, the Commissioner or Elected Official shall seek approval from the Board prior to the onset of travel.

Travel to non-work related places or events may be considered action outside the scope of County business and is undertaken at the Commissioner or Elected Official's own time and liability.

c. Out-of- State Travel

Travel Plan Requirement

Except in the event of an emergency, and regardless of travel expense limitations set forth above, all out-of-state travel for which County reimbursement or payment will be sought must be approved in advance by the Board. Approval shall be considered following review of a written travel plan.

The plan must contain the following information:

- a) A statement as to the nature and purpose of the trip.
- b) A list of dates on which the Commissioner or Elected Official will be gone on the trip.
- c) An estimate of expenses or expected expenses for which County reimbursement or payment will be sought. (Example: meals and lodging, airfare, ground transportation, and other expenses related to the out-of-state travel.)
- d) The current budget line item from which payment is sought to be made.

Approval or denial of County funding of out-of-state travel shall be based upon an evaluation by the Board, including but not limited to, the following factors:

- a) The reasonable necessity in making the trip;
- b) Whether there are reasonable alternatives to making the trip;

- c) The availability of County funding to finance the trip;
- d) The reasonableness of the costs submitted in the travel plan;
- and
- e) Whether ongoing County business will be jeopardized by the trip

3. Personal Use of County Vehicle Only Allowed Incidental to Work Purposes

While a Commissioner or Elected Official is traveling out of the County for business or training activities in a County vehicle, the vehicle is available for use by the Commissioner or Elected Official for reasonable incidental personal activities.

- a) Reasonable incidental personal activities include obtaining meals and services and providing for other usual personal needs.
- b) It is expected that personal use of County vehicle will be confined to the immediate area of necessary travel.

4. Authorized Use of Personal Vehicle

- a) When County vehicle is available.

The Board may allow use of a personal vehicle when there is a county vehicle available in advance of the proposed travel. Under these circumstances reimbursement shall be paid, on the most direct route (typically an on-line mapping travel application), at the rate of \$0.30 per mile.

- b) When no County vehicle is available.

The County will reimburse the Commissioner or Elected Official for use of his/her vehicle, on the most direct route, at the rate of \$0.45 per mile.

- c) Insurance for Personal Vehicles Required and is Primary.

In the event a Commissioner or Elected Official uses a personal vehicle for County authorized business, liability coverage for third party claims is provided under the County auto insurance policy. The insurance coverage by the County is secondary; the insurance coverage under the personal vehicle is primary.

Personal damage or theft to the personal vehicle (collision and comprehensive insurance), repairs, maintenance or operating costs, personal injury protection and uninsured or underinsured motorist coverage are not available under the County insurance policy or reimbursable by the County and must be provided by the Commissioner or Elected Official, if desired.

Commissioner or Elected Officials must still provide insurance required under Oregon law to lawfully operate a personal vehicle.

5. Miscellaneous Vehicle Use Rules

Whether a Commissioner or Elected Official uses a County vehicle or is authorized to use a personal vehicle on official County business, bridge, road, and ferry tolls, and other expenses such as parking and storage fees shall be reimbursed at cost, if itemized.

Claims for maintenance and repair of personal automobiles will not be allowed.

Individual Commissioner or Elected Official shall be responsible for responding to alleged traffic and parking violations (which result in citations) incurred while a County car is checked out or a personal vehicle is used for County business, and for paying any fines and assessments which result from the violations. Individual Commissioner or Elected Official shall report said moving violations to the Board at the first regularly scheduled Board business meeting after return to the workplace. Three moving violations within a year constitute grounds for suspending County vehicle driving privileges.

6. Meal Per Diem Outside the County within the state or outside the state

Commissioner or Elected Officials traveling outside of Curry County on official County business may claim reimbursement, on a per diem basis, for meals that are not included in conference or seminar. If Commissioner or Elected Officials elect to eat meals other than those provided as part of a conference or seminar, they will be at their own expense. If Commissioner or Elected Officials choose to decline a meal provided as part of a conference or seminar, they cannot apply for reimbursement for that meal. Travel costs supported by various state and federal grants normally require special accounting for allowable costs to be tracked at the departmental level. Please consult the County Accountant for guidance.

When a Commissioner or Elected Official is required to travel outside Curry County on official County business for more than twenty-four (24) hours, he/she shall receive a daily per diem of \$30.00 for each full twenty-four (24) hour period.

Receipts are not required to support payment of per diem. Although receipts are not required to support per diem, the Board can require a Commissioner or Elected Official to submit receipts for informational purposes only.

Advances for per diem may be allowed for travel from the workplace when the request is made at least two weeks in advance of departure.

7. Budget Limitations

Commissioner and Elected Official Travel, Meals and Lodging may only be paid from appropriated budget line items.

1. For Commissioners, the Commissioner travel must be paid from the following line items (collectively "Travel Expense Accounts")
 - a. Travel, Meals & Lodging (490-00-580)
 - b. IGS – Assigned Vehicle (490.00-581)
 - c. IGS – Motor Pool (490.00-582)
 - d. Travel – Mileage Allowance (490.00-583)
 - e. Travel – Transportation (490-00-584)
2. Commissioners may only claim travel expenses from the above line items.
 - a. Any claim paid for travel expenses is outside of the above line items is not within Commissioner or staff authority, and the individual Commissioner is subject to personal liability for such expenses.

8. Unexpected Expenses

Unexpected costs or expenses may be paid by the County upon approval by the County Accountant, or in the County Accountant's discretion, the Board. After a decision to approve, the County Accountant shall file a written report for the Board to consider at its next regular business meeting.

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

In the Matter of an Order)
Creating Curry County)
Travel Policy for Board of)
Commissioners and)
Elected Officials)

ORDER NO._____

WHEREAS, on March 22, 2017, the Curry County Board of Commissioners had a workshop to discuss a travel policy; and

WHEREAS, at this workshop, Counsel informed the Board that the County had a travel policy for County employees in the Personnel Rules, but this did not include policy for Commissioners and other Elected Officials; and

WHEREAS, due to financial and budget considerations, the Board of Commissioners felt it was necessary to implement a travel policy; and

WHEREAS, due to public concern and testimony about unregulated Commissioner travel, the Board of Commissioners felt it was in the best public interest; and

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

The attached Curry County Board of Commissioners and Elected Officials Travel Policy outlining Regulations, Allowable Expenses and Reimbursement Rates, is incorporated by reference, and is approved and adopted.

DATED this 28th day of June, 2017.

Board of Curry County Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttl, County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order directing return of grant funds to Allcare**AGENDA DATE^a:** June 28, 2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10mins^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:** 06/21/2107

BRIEF BACKGROUND OR NOTE^b: In December 2015, the County received a grant from Allcare for purposes of commissioning a study to determine housing needs for county residents without adequate housing. Since that time, no housing study has been commissioned. County does not have the staff to commission or administer such a study. Recently, different entities have approached County elected and appointed officials seeking to be awarded use of the funds for purposes related to but different from the original purpose. The county does not have the staff to analyze any new and numerous applications for distribution of the funds. Instead, the attached time sequence reflects that an appropriate course of conduct would be to return the funds to Allcare and have Allcare disburse the funds directly to the needed entities who seek the funds.

^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1) Sequence of events 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:

☐ 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:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☒ **No** ☐
(If Yes, brief detail) Returns Grant Funds to Allcare**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 ☐

Brenda Starbird

John - I emailed this to you

From: Thomas Huxley
Sent: Monday, June 12, 2017 10:49 AM
To: Brenda Starbird
Subject: AGRS - Return Grant Funds to AllCare Health:

Brenda,

Following is a brief history of the AllCare Grant to Curry County. **My recommendation is to promptly return the remaining funds to AllCare Health.** The document for commissioner approval June 21, 2017 would in my opinion best be drafted by John Huttli.

Dec. 4, 2015: Award Notification letter from Douglas L. Flow, Ph.D., CEO of AllCare with check in the amount of \$100,000 enclosed. The notification was comprised of just two sentences.

"AllCare Health is pleased to provide the enclosed check in the amount of \$100,000 to assist the Curry County Commissioners with the development of the proposed Housing Needs Assessment and Housing Plan.

We appreciate the opportunity to provide support for this need of the communities of Curry County." The original purpose was **to pay Curry County \$100,000 to develop a plan.**

Over the next eighteen months this Grant would be fraught with controversy including what would be false unfounded allegations of fraud and misuse of the funds.

Jan. 18, 2017: Communication from former Commissioner Brown to Mr. Flow (AllCare) stating she suspected the Board of Commissioners would like to hear from AllCare concerning moving the project along.

The communication included details of the Grant amount, current balance and expenses incurred to date. The remaining balance was \$99,172.80.

May 11, 2017: Communication from AllCare (Mr. Sam Engle) advising he was heading over for coffee and a “get to know you” with Curry County Commissioner Boice. Mr. Engle continued with “As to our goals for the funds allocated to Curry County for housing, our preference is that these funds be used to implement a project related to housing or homelessness.”

Seventeen months later, the purpose for use of the Grant funds had completely changed.

June 5, 2017: Communication from AllCare (Mr. Josh Balloch) to Commissioner Huxley hoping to schedule a cup of coffee with Commissioner Huxley something the following week. Mr. Balloch continued explaining that Mr. Engle (AllCare) had taken the lead in pulling together possible affordable housing projects in Southern Oregon and knew exactly which projects AllCare had invested in over the last few years.

Eighteen months later: AllCare Health is best qualified to expeditiously distribute their funds to implement projects related to housing or homelessness Curry County.

Tom Huxley

Curry County Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Return)
of the AllCare Grant) ORDER NO. _____

WHEREAS, on December 4, 2015 Curry County received an Award Notification Letter from AllCare with a check in the amount of \$100,000; and

WHEREAS, the Grant Award was given to the Curry County to develop a Proposed Housing Needs Assessment and Housing Plan; and

WHEREAS, Curry County to date has not developed a plan; and

WHEREAS, Curry County does not have staff to administer the Grant as awarded or as modified or as sought by other parties; and

WHEREAS, Curry County believes AllCare is better situated than the County to award the Grant directly to recipients; and

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that Curry County returns the funds in the amount of \$100,000 back to AllCare.

DATED, this 28th day of June, 2017.

Board of Curry County Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Hutt
Curry County Counsel

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

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

AGENDA ITEM TITLE: Association of O & C Counties dues for 2017-18 & 2018-19

AGENDA DATE^a: 06-28-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 min.

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

CONTACT PERSON: Huttel **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-21-17

BRIEF BACKGROUND OR NOTE^b: Bill from AOCC

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

(1) Association of O & C Counties bill

(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: Old Business

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 ☐



June 19, 2017

Curry County Board of Commissioners
Curry County Courthouse
94235 Moore St., Suite 122
Gold Beach, OR. 97444

Association Dues for FY's 2017/18 & 2018/19 Budget Years \$36,855.52

Please make check payable to Association of O&C Counties and send to:

Association of O&C Counties
C/O Rocky McVay
16289 Hwy 101 South Suite A
Brookings, OR. 97415

RECEIVED

JUN 21 2017

Board of Commissioners
Curry County, Oregon

Member County	Percent	FY 2017/18 Budget	FY 2018/19 Budget
Clackamas	5.71%	\$ 27,984.71	\$ 27,984.71
Columbia	2.12%	\$ 10,390.12	\$ 10,390.12
Coos	6.07%	\$ 29,749.70	\$ 29,749.70
Curry	3.76%	\$ 18,427.76	\$ 18,427.76
Douglas	25.77%	\$ 126,298.77	\$ 126,298.77
Jackson	16.12%	\$ 79,004.12	\$ 79,004.12
Josephine	12.43%	\$ 60,919.41	\$ 60,919.41
Klamath	2.41%	\$ 11,811.41	\$ 11,811.41
Lane	15.71%	\$ 76,994.71	\$ 76,994.71
Lincoln	0.37%	\$ 1,813.37	\$ 1,813.37
Linn	2.72%	\$ 13,330.72	\$ 13,330.72
Marion	1.50%	\$ 7,351.50	\$ 7,351.50
Multnomah	1.12%	\$ 5,489.12	\$ 5,489.12
Polk	2.22%	\$ 10,880.22	\$ 10,880.22
Tillamook	0.58%	\$ 2,842.58	\$ 2,842.58
Washington	0.65%	\$ 3,085.65	\$ 3,085.65
Yamhill	0.74%	\$ 3,626.74	\$ 3,626.74
TOTAL	100.00%	\$ 490,000.61	\$ 490,000.61

RECEIVED

JUN 21 2017

Board of Commissioners
Curry County, Oregon

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:** Master Payroll FY 2017-18**AGENDA DATE^a:** 6/28/17 **DEPARTMENT:** Finance/P/R **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:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 06/21/17**BRIEF BACKGROUND OR NOTE^b:** This order adopts the Master Payroll order along with salaries at July 1 and salary schedules.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1) Order
- (2) Exhibits A,B,C,D,E
- (3) Elected Officials' Salaries
- (4) Longevity

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**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	)	
SALARIES AND CLASSIFICATIONS	)	
OF CURRY COUNTY PERSONNEL FOR	)	ORDER:_____
FISCAL YEAR 2017-2018	)	

WHEREAS, annually, around July 1, the Board of Curry County Commissioners is required to adopt a Master Payroll Order; and

WHEREAS, the Board of Commissioners for Curry County, a political subdivision of the State of Oregon, did review said Budget Committee recommendations and find that the following pay and classification levels are appropriate.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. THAT:

(a) The Curry County employees, as listed therein in Exhibit "A", attached hereto and by this reference made a part hereof, shall be classified and compensated, as described in Exhibit "A", effective July 1, 2017, and this shall continue until the Board of County Commissioners deems appropriate; and

(b) The pay schedules as described herein in Exhibits "B", "C", "D" and "E" attached hereto and by this reference made a part hereof, shall be adopted by Curry County, effective July 1, 2017, and shall continue until such time as the Board of County Commissioners deems appropriate; and

(c) Employees and Elected Officials shall continue to pay the employee 6% contribution to PERS as a pre-tax deduction; and

(d) Elected Officials' salaries shall remain the same as the salaries effective July 1, 2015, except for the new Commissioners and the Sheriff. Commissioner Gold will receive \$10000 annually, Commissioner Boice will receive \$46469 annually, and the Sheriff will receive \$89532 annually; and

(e) All non-represented employees shall not receive a cost of living increase effective July 1, 2017, or a step increase at anniversary; and

(f) With the collective bargaining agreement for SEIU unresolved the previous contract for the period of July 1, 2013, through June 30, 2015, and extended through June 30, 2017 regarding wages must be adhered to. Therefore, employees represented by SEIU shall not receive a cost of living increase effective July 1, 2017, or a step increase at anniversary. Curry County shall contribute up to \$1000 per month per full time employee toward the purchase of medical, dental, and vision insurance for eligible SEIU employees. The County shall continue to pay a portion of the cost of employee and dependent health insurance premium for those employees working half-time (.50 FTE) or more. This benefit will be paid on a pro-rata basis. Any changes as a result of the collective bargaining process shall be addressed at a later date; and

- (g) Employees represented by Teamsters shall not receive a cost of living increase effective July 1, 2017, and shall receive a full step increase on their anniversary, if eligible; and
2. **THAT** the longevity pay for length of service shall be continued. Longevity pay is based upon the number of years of continuous service to the County. All increases are based upon Step B for each salary range with a cap of two times the lowest base rate (Range 3, 37.5 hours); and
 3. **THAT** for the period of July 1, 2017, to June 30, 2018, Curry County shall contribute up to \$1000 per month per full time employee toward the purchase of medical, dental, and vision insurance for eligible non-represented employees and elected officials. The County shall continue to pay a portion of the cost of employee and dependent health insurance premium for those employees working half-time (.50 FTE) or more. This benefit will be paid on a pro-rata basis; and
 4. **THAT** for the period of July 1, 2017, to December 31, 2017, Curry County shall contribute up to \$1250 per employee per month toward the purchase of medical/hospital, dental, and vision insurance for all Teamsters represented employees. Effective January 1, 2018, Curry County shall contribute up to \$1300 per employee per month toward the purchase of medical, dental and vision insurance for all Teamsters represented employees. The County shall continue to pay a portion of the cost of employee and dependent health insurance premium for those employees working half-time (.50 FTE) or more. This benefit will be paid on a pro-rata basis. Curry County shall contribute \$50 per employee per month to the HRA VEBA for all Teamsters represented employees.

DATED this ____ day of June, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Reviewed as to Form:

Sue Gold, Vice Chair

John Hutt
Curry County Legal Counsel

Court Boice, Commissioner

CURRY COUNTY MASTER PAYROLL FISCAL YEAR 2017-18

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	PERS County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
GENERAL FUND - 1.10																			
BOPTA																			
411.30	County Clerk	Renee Kolen	EO	0.5%				25.87		25.87	5.00		0.03	1.98	PERS	5.75	0.03	0.27	38.94
411.30	Records Manager	Becky Ross	F	5%	SEIU	U9	A.5	174.65	4.47	179.12	50.00		0.33	13.70	PERS	39.82	0.18	2.73	285.89
Elections																			
414.00	County Clerk	Renee Kolen	EO	49.5%				2,561.54		2,561.54	495.00		3.24	195.96	PERS	569.43	2.63	2.25	3,830.06
414.00	Elections Administrator/Chief Deputy	Shelley Denney	F	95%		E12	C	4,558.10	128.63	4,686.73	950.00		6.22	358.53	PERS	1,041.86	4.81	4.61	7,052.77
Tax Office																			
415.15	County Assessor	Jim Kolen	EO	10%				522.88		522.88	100.00		0.66	40.00	PERS	116.24	5.70	0.46	785.93
415.15	Chief Tax Deputy	Sheryl Luzmoor	F	100%	SEIU	U7	E	3,409.00	103.01	3,512.01	1,000.00		6.55	268.67	PERS	780.72	3.61	4.55	5,576.11
Treasurer's Office																			
415.16	County Treasurer	Debbie Cummley	EO	100%				5,127.00		5,127.00	1,000.00		4.20	392.22	PERS	1,139.73	55.89	4.55	7,723.59
Assessor's Office																			
415.17	County Assessor	Jim Kolen	EO	90%				4,705.95		4,705.95	900.00		5.90	360.01	PERS	1,046.13	51.30	4.10	7,073.38
415.17	Deputy Assessor	Tracy Garner	F	100%		E11	F	5,214.00	135.40	5,349.40	1,000.00		6.55	409.23	PERS	1,189.17	58.32	4.85	8,037.52
415.17	Appraiser II	Anthony Pagano	F	100%	SEIU	U8	A	3,092.00	*	3,092.00	1,000.00		4.20	236.54	OPSRP	33.71	4.55	3.98	4,717.61
415.17	Appraiser II	Kiley Wegner	F	100%	SEIU	U8	A	3,092.00	*	3,092.00	1,000.00		6.55	236.54	OPSRP	346.61	33.71	4.55	4,719.96
415.17	Administrative Secretary	Wendy Carpenter	F	100%	SEIU	U7	A.5	2,874.00	44.15	2,918.15	1,000.00		6.55	223.24	OPSRP	327.12	3.00	4.55	4,482.61
415.17	Sr. Department Specialist	Leslie Howeth	F	100%	SEIU	U6	A	2,544.00	*	2,544.00	1,000.00		6.55	194.62	OPSRP	285.18	2.61	4.55	4,037.51
415.17	Cartographer/Appraiser	Lacey Young	IRR					20.75		1,708.42			*	130.69	OPSRP	191.51	1.75	2.31	2,034.68
G.I.S.																			
415.18			F	0%					*				*	*	OPSRP	*	*	*	*
District Attorney's Office																			
415.30	Deputy District Attorney III	Jake Conde	F	100%		E14	E	5,964.00	58.03	6,022.03	1,000.00		6.50	460.69	OPSRP	675.07	6.18	4.85	8,175.32
415.30	Deputy District Attorney I	Josh Spansall	F	100%		E11	C.5	4,618.00	*	4,618.00	1,000.00		6.55	353.28	OPSRP	517.68	4.74	4.85	6,505.10
415.30	Office Manager	Stacy DeLonge	F	82%		E9	C.5	3,270.16	*	3,270.16	820.00		3.44	250.17	OPSRP	366.58	3.36	3.98	4,717.69
415.30	Legal Secretary	Tim Smith	F	79%	SEIU	U6	C	2,990.00	*	2,990.00	790.00		3.32	228.74	OPSRP	335.18	3.07	3.83	4,354.14
415.30	CDI	Jackie Antunes		50%	SEIU	U8	A	989.40	*	989.40	300.00		3.28	75.69	OPSRP	110.91	1.02	1.46	1,481.75
Recording																			
415.40	County Clerk	Renee Kolen	EO	50%				2,587.42		2,587.42	500.00		3.28	197.94	PERS	575.18	2.66	2.28	3,668.74
415.40	Elections Administrator/Chief Deputy	Shelley Denney	F	5%		E12	C	239.90	6.77	246.67	50.00		0.33	18.87	PERS	54.83	0.25	0.24	371.20
415.40	Records Manager	Becky Ross	F	95%	SEIU	U9	A.5	3,318.35	85.01	3,403.36	950.00		6.22	260.36	PERS	756.57	3.50	4.32	5,384.32
415.40	Deputy Clerk II	Erik Dongelmans	F	100%	SEIU	U7	A	2,803.00	*	2,803.00	1,000.00		4.20	214.43	OPSRP	314.22	2.88	4.55	4,343.27
Planning																			
419.10	Community Development Director	Carolyn Johnson	F	25%		E15	D.5	1,540.75	*	1,540.75	250.00		1.64	117.87	OPSRP	172.72	16.68	1.21	2,100.86
419.10	Planner	Nancy Chester	F	90%	SEIU	U7	C.5	2,852.10	66.22	2,918.32	900.00		5.90	223.25	OPSRP	327.14	3.00	4.10	4,381.70
Surveyor																			
419.15	County Surveyor	Reilly Smith	EO	IRR				40.00		2,773.33	*	*	*	212.16	OPSRP	310.89	30.23	1.94	3,328.56
419.15	Department Specialist	Barbara Colton	IRR					14.00		1,092.00	*	*	*	83.54	OPSRP	122.41	1.12	2.18	1,301.26

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2017-18**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>Sheriff - Civil and Criminal</i>																			
421.20	County Sheriff	John Ward	EO	40%	EO			2,984.40		2,984.40	400.00		3.46	228.31	PERS		62.95	1.94	3,681.06
421.20	Captain	Mick Espinoza	F	30%	EL5			1,893.60	*	1,893.60	300.00	*	2.60	144.86	PERS	420.95	39.94	1.46	2,803.40
421.20	Detective III	David Gardiner	F	100%	TMSTR S6			5,055.00	*	5,055.00	1,175.53	50.00	8.65	386.71	PERS		106.63	4.85	6,787.37
421.20	Sergeant II	John Enley	F	100%	TMSTR S18			5,810.00	193.42	6,003.42	1,175.53	50.00	8.65	499.26	PERS	1,334.56	126.63	4.85	9,162.91
421.20	Road Deputy III	Phillip McDonald	F	100%	TMSTR S3			4,884.00	*	4,884.00	1,175.53	50.00	8.65	373.63	PERS		103.02	4.85	6,599.68
421.20	Road Deputy III	Nathanael Hughes	F	100%	TMSTR S3			4,884.00	*	4,884.00	1,175.53	50.00	8.65	373.63	OPSRP	780.46	103.02	4.85	7,380.14
421.20	Road Deputy II	Jaired Freeman	F	100%	TMSTR S2			4,653.00	*	4,653.00	1,175.53	50.00	8.65	355.95	OPSRP	743.55	98.15	4.85	7,087.33
421.20	Road Deputy II	Chris Hanson	F	100%	TMSTR S2			4,429.00	*	4,429.00	1,175.53	50.00	8.65	338.82	OPSRP	707.75	93.42	4.85	6,808.03
421.20	Road Deputy I	Ray Warren	F	100%	TMSTR S1			3,826.00		3,826.00	1,175.53	50.00	8.65	292.69	OPSRP	611.39	80.70	4.85	6,050.82
421.20	Road Deputy I	Lucas Tobias	F	100%	TMSTR S1			3,826.00	*	3,826.00	1,175.53	50.00	8.65	292.69	OPSRP	611.39	80.70	4.85	6,047.47
421.20	Road Deputy I	Robert Helme	F	100%	TMSTR S1			3,644.00		3,644.00	1,175.53	50.00	8.65	278.77	OPSRP	582.31	76.86	4.85	5,818.62
421.20	Road Deputy I	open position	F	100%	TMSTR S1			3,826.00	*	3,826.00	1,175.53	50.00	8.65	292.69	OPSRP	611.39	80.70	4.85	6,049.82
421.20	Road Deputy I	open position	F	100%	TMSTR S1			3,826.00	*	3,826.00	1,175.53	50.00	8.65	292.69	OPSRP	611.39	80.70	4.85	6,049.82
421.20	Chief Civil Deputy II	Joan Allen-Steinke	F	100%	TMSTR S14			4,456.80	88.80	4,456.80	1,175.53	50.00	8.65	340.95	OPSRP	499.61	94.01	4.85	6,630.39
421.20	Executive Administrative Assistant	DJ Storms	F	100%	TMSTR S12			3,961.00	*	3,961.00	1,175.53	50.00	8.65	303.02	OPSRP	444.03	4.07	4.85	5,948.80
<i>Corrections</i>																			
421.26	County Sheriff	John Ward	EO	25%	EO			1,865.25		1,865.25	250.00		2.16	142.69	PERS		39.34	1.21	2,300.66
421.26	Captain	Mick Espinoza	F	10%	EL5			631.20	*	631.20	100.00	*	0.87	48.29	PERS	140.32	13.31	0.49	934.47
421.26	Sergeant II	Joel Hensley	F	70%	S18			3,875.20	94.78	3,969.98	822.87	*	6.06	303.70	PERS	882.53	83.74	4.85	6,073.73
421.26	Corporal	Lena Rupe	F	100%	TMSTR S16			4,574.00	*	4,574.00	1,175.53	50.00	8.65	349.91	OPSRP	730.93	96.48	4.85	6,990.35
421.26	Corrections Deputy II	James Turner	F	100%	TMSTR S8			4,367.00	179.60	4,546.60	1,175.53	50.00	8.65	347.81	PERS	1,010.71	95.90	4.85	7,240.06
421.26	Corrections Deputy I	Jeremy Dunire	F	100%	TMSTR S7			3,961.00	*	3,961.00	1,175.53	50.00	8.65	303.02	OPSRP	632.97	83.55	4.85	6,217.22
421.26	Corrections Deputy I	Jordan Rhodes	F	100%	TMSTR S7			3,420.00	*	3,420.00	1,175.53	50.00	8.65	261.63	OPSRP	546.52	72.14	4.85	5,539.32
421.26	Corrections Deputy I	Jeremy Krohn	F	100%	TMSTR S7			3,772.00	*	3,772.00	1,175.53	50.00	8.65	288.56	OPSRP	602.77	79.56	4.85	5,981.92
421.26	Corrections Deputy I	Ryan Brose	F	100%	TMSTR S7			3,772.00	*	3,772.00	1,175.53	50.00	8.65	288.56	OPSRP	602.77	79.56	4.85	5,979.57
421.26	Corrections Deputy I	open position	F	100%	TMSTR S7			3,258.00	*	3,258.00	1,175.53	50.00	8.65	249.24	OPSRP	520.63	68.72	4.85	5,335.62
421.26	Corrections Deputy I	Marcus Demard	F	100%	TMSTR S7			3,420.00	*	3,420.00	1,175.53	50.00	8.65	261.63	OPSRP	546.52	72.14	4.85	5,539.32
421.26	Corrections Deputy I	Ryan Willyard	F	100%	TMSTR S7			3,592.00	*	3,592.00	1,175.53	50.00	8.65	274.79	OPSRP	574.00	75.77	4.85	5,755.59
421.26	Corrections Deputy I	Kristine Phillips	F	100%	TMSTR S7			3,420.00	*	3,420.00	1,175.53	50.00	8.65	261.63	OPSRP	546.52	72.14	4.85	5,539.32
421.26	Corrections Deputy I	James Starkweather	F	100%	TMSTR S7			3,258.00	*	3,258.00	1,175.53	50.00	8.65	249.24	OPSRP	520.63	68.72	4.85	5,335.62
421.26	Corrections Deputy I	James Eskeli	F	100%	TMSTR S7			3,772.00	*	3,772.00	1,175.53	50.00	8.65	288.56	OPSRP	602.77	79.56	4.85	5,981.92
421.26	Facilities Maintenance Worker	Tad Ringulet	F	50%	SEU U6			1,390.00		1,390.00	500.00		3.28	106.34	OPSRP	155.82	36.02	2.43	2,193.87
421.26	Health Care Performance Officer	Georgianne Greene	IRR					50.00		2,166.67	*		*	165.75			45.70	1.21	2,379.33
421.26	Jail Nurse Practitioner	Mary Frodermann	IRR					50.00		625.00	*		*	47.81			13.18	0.30	686.30
421.26	Health Care Performance Officer	Jeanine Williams-Barnard	IRR					50.00		2,166.67	*		*	165.75			45.70	1.21	2,379.33
<i>Communications</i>																			
421.51	County Sheriff	John Ward	EO	15%	EO			1,119.15		1,119.15	150.00		1.30	85.61	PERS		23.61	0.73	1,380.40
421.51	Captain	Mick Espinoza	F	20%	EL5			1,262.40	*	1,262.40	200.00	*	1.73	96.57	PERS	280.63	26.63	0.97	1,868.93
421.51	Sergeant II	Joel Hensley	F	30%	S18			1,660.80	40.62	1,701.42	352.66	*	2.60	130.16	PERS	378.23	35.69	4.85	2,605.80
421.51	Communications Deputy III	Randy Ullom	F	100%	TMSTR S12			4,584.00	132.00	4,716.00	1,175.53	50.00	8.65	360.77	PERS	1,048.37	99.47	4.85	7,463.65
421.51	Communications Deputy III	Kathy Mazur	F	100%	TMSTR S12			4,640.57	56.57	4,697.14	1,175.53	50.00	8.65	355.00	PERS	1,031.60	97.88	4.85	7,364.09
421.51	Communications Deputy I	Stacy Wright	F	100%	TMSTR S10			4,158.00	51.30	4,209.30	1,175.53	50.00	8.65	322.01	OPSRP	471.86	88.79	4.85	6,328.64
421.51	Communications Deputy I	Tracey Morse	F	100%	TMSTR S10			3,961.00	*	3,961.00	1,175.53	50.00	8.65	303.02	OPSRP	444.03	83.55	4.85	6,030.63
421.51	Communications Deputy I	Briana Francisco	F	100%	TMSTR S10			3,592.00		3,592.00	1,175.53	50.00	8.65	274.79	OPSRP	402.66	75.77	4.85	5,584.25
421.51	Communications Deputy I	Bonnie Hennessey	F	100%	TMSTR S10			3,420.00		3,420.00	1,175.53	50.00	8.65	261.63	OPSRP	383.38	72.14	4.85	5,376.18
421.51	Communications Deputy I	Katelyn Dribin	F	100%	TMSTR S10			3,592.00	*	3,592.00	1,175.53	50.00	8.65	274.79	OPSRP	402.66	75.77	4.85	5,584.25
421.51	Communications Deputy I	Myranda Buck	F	100%	TMSTR S10			3,258.00	*	3,258.00	1,175.53	50.00	8.65	249.24	OPSRP	365.22	68.72	4.85	5,180.21
<i>Juvenile</i>																			
423.60	Juvenile Director	Jay Trust	F	80%	EL14			5,008.80	*	5,008.80	800.00		5.24	383.17	OPSRP	561.49	105.65	3.88	6,868.23
423.60	Sr. Juvenile Counselor	Wendy Lang	F	100%	SEU U12			4,708.00	96.71	4,804.71	1,000.00		6.55	367.56	OPSRP	538.61	101.35	4.85	6,823.63
423.60	Juvenile Counselor II	Karlie Wright	F	100%	SEU U9			3,875.27	57.27	3,932.54	1,000.00		6.55	296.46	OPSRP	434.42	81.74	4.85	5,699.29
423.60	Juvenile Counselor II	Yancy Williamson	F	100%	SEU U9			3,636.00	*	3,636.00	1,000.00		4.20	278.15	OPSRP	407.60	76.69	4.85	5,407.50
423.60	Administrative Assistant	Summer Matteson-Kinney	F	80%	SEU U8			2,768.80	*	2,768.80	800.00		3.36	211.81	OPSRP	310.38	2.84	3.88	4,101.08

CURRY COUNTY MASTER PAYROLL FISCAL YEAR 2017-18

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
423.60	Parks/Community Service Coordinator	open position	F	15%	SEIU	U8	A.5	507.15	-	507.15	150.00		0.63	38.80	OPSRP	56.85	10.70	0.73	764.85
423.60	Summer Work Crew	Taylor Mather	IRR					12.00		520.00	*		*	39.78	PERS	*	12.65	0.93	573.37
423.60	Summer Work Crew	Yancy Rangel	IRR					11.00		476.67	*		*	36.47	PERS	*	11.60	0.93	525.66
<i>Emergency Services</i>																			
429.10	Emergency Services Coord	Don Kendall	F	100%		E10	A.5	3,988.00	58.03	4,046.03	1,000.00		4.20	309.52	OPSRP	453.56	7.67	4.85	5,825.84
<i>Solid Waste</i>																			
432.10	County Legal Counsel	John Hutt	F	14%		E17	F+	1,081.78	*	1,081.78	140.00		0.59	82.76	PERS	240.48	1.11	0.68	1,547.39
<i>Veterans' Services</i>																			
466.37	Veterans' Services Officer	Anthony Voudy	F	100%		N8	B	3,445.00		3,445.00	1,000.00		4.20	263.54	OPSRP	386.18	6.53	4.85	5,110.31
466.37	Assistant Veterans Services Officer	Catherine Hernandez	IRR					12.00		832.00			*	63.75	OPSRP	93.27	0.85	2.18	
<u>COMMISSIONERS' FUND - 1.11</u>																			
<i>Commissioners' Office</i>																			
411.10	Commissioner	Court Boice	EO	100%				3,872.00		3,872.00	1,000.00		4.20	296.21	OPSRP	434.05	7.34	4.55	5,618.35
411.10	Commissioner	Sue Gold	EO	100%				833.33		833.33	1,000.00		4.20	63.75	OPSRP	93.42	1.58	4.55	2,000.83
411.10	Commissioner	Tom Hudley	EO	100%				833.33		833.33	1,175.53		*	63.75	OPSRP	*	1.58	2.52	2,076.71
<u>ROAD FUND - 1.15</u>																			
431.00	Roadmaster	Douglas Robbins	F	100%		E17	F	7,359.00		7,359.00	1,000.00		6.55	562.96	OPSRP		80.23	4.85	9,013.59
431.00	Road Maint/Const Foreman	Donald Hammen	F	100%		R10	C	25.06	*	4,364.62	1,000.00		6.55	333.89	OPSRP	489.27	215.50	4.88	6,414.71
431.00	Office Manager	Diana Carpenter	F	100%		R8	F	23.86	119.03	4,274.65	1,000.00		6.55	327.01	PERS	950.25	4.39	4.88	6,567.73
431.00	Shop Foreman	Rockley Carpenter	F	100%		M3	F	24.96	177.72	4,524.92	1,000.00		4.20	346.16	PERS	1,005.89	107.96	4.88	6,994.00
431.00	Road Maint/Construction III	Allen Rhodes	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	912.40	202.65	4.88	6,544.83
431.00	Road Maint/Construction III	Ed Allen	F	100%		M4	E	21.56	*	3,755.03	1,000.00		6.55	287.26	OPSRP	420.94	185.40	4.88	5,660.06
431.00	Road Maint/Construction III	Lynn Cary	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	912.40	202.65	4.88	6,544.83
431.00	Road Maint/Construction III	Gary Carter	F	100%		M4	F	22.64	*	3,943.13	1,000.00		6.55	301.65	OPSRP	442.03	194.69	4.88	5,892.93
431.00	Road Maint/Construction III	Allan Avery	F	100%		M4	F	22.64	*	3,943.13	1,000.00		6.55	301.65	OPSRP	442.03	194.69	4.88	5,892.93
431.00	Mechanic	Robert Halcumb	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		4.20	313.98	PERS	912.40	97.92	4.88	6,437.75
431.00	Drainage/Vegetation Maint	Gary Wofford	F	100%		M4	F	22.64	112.86	4,055.99	1,000.00		6.55	310.28	PERS	901.65	200.26	4.88	6,479.62
431.00	Road Maint/Construction II	Steven Brewer	F	100%		M5	F	20.51	146.09	3,718.25	1,000.00		6.55	284.45	PERS	826.57	183.59	4.88	6,024.28
431.00	Road Maint/Construction I	Chuck Gage	F	100%		M5	F	20.51	*	3,572.16	1,000.00		4.20	273.27	PERS	794.09	176.38	4.88	5,824.97
431.00	Road Maint/Construction I	open position	F	100%		M6	C	16.05	*	2,795.38	1,000.00		6.55	213.85	PERS	621.41	138.02	4.88	4,780.08
431.00	Road Maint/Construction I	Kim Alexander	F	100%		M6	C	16.05	*	2,795.38	1,000.00		6.55	213.85	OPSRP	313.36	138.02	4.88	4,472.03
431.00	Engineering Tech I	Stephanie Herzog	F	100%		M6	C	16.05	*	2,795.38	1,000.00		4.20	213.85	OPSRP	313.36	138.02	4.88	4,469.68
431.00	Engineering Tech II	Lloyd Matlock	F	100%		R8	F	23.86	85.02	4,240.64	1,000.00		6.55	324.41	OPSRP	475.38	46.23	4.88	6,098.08
431.00	Engineering Tech II	Robert Schafer	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	961.59	47.16	4.88	6,676.75
431.00	Engineering Tech II	Jerry Story	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	961.59	47.16	4.88	6,676.75
431.00	Sr. Accounting Specialist	Susan Martin	IRR					16.15		1,399.67				107.07	OPSRP	156.90	1.44	2.43	1,667.51

LAW LIBRARY FUND - 1.25

412.50	Office Manager	Stacy De Longe	F	18%		E9	C.5	717.84	*	717.84	180.00		0.76	54.91	OPSRP	80.47	0.74	0.87	1,035.59

ECONOMIC DEVELOPMENT FUND - 1.27

465.20	Community Development Director	Carolyn Johnson	F	50%		E15	D.5	3,081.50	*	3,081.50	500.00		3.28	235.73	OPSRP	345.44	33.35	2.43	4,201.72

SHERIFF'S RESERVE FUND - 1.28

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2017-18**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
Search and Rescue																			
421.21	County Sheriff	John Ward	EO	10%		EO		746.10		746.10	100.00		0.87	57.08	PERS	-	15.74	0.49	920.26
421.21	Captain	Mick Espinoza	F	25%		EL5	E	1,578.00	*	1,578.00	250.00	*	2.16	120.72	PERS	350.79	33.28	1.21	2,336.17
421.21	Sergeant II	Ted Heath	F	15%	TMSTR	S18	F	871.50	*	871.50	163.41	7.50	1.30	66.67	PERS	-	18.38	0.73	1,129.48
Marine Patrol																			
421.23	Sergeant II	Ted Heath	F	85%	TMSTR	S18	F	4,938.50	*	4,938.50	999.20	42.50	7.35	377.80	PERS	-	104.56	4.13	6,474.03
421.23	Marine Deputy III	Walter Scherbarth	F	100%	TMSTR	S3	F	4,884.00	193.42	5,077.42	1,175.53	50.00	8.65	388.42	PERS	1,128.71	107.50	4.85	7,941.09
Forest Patrol																			
421.24	Forest Patrol Deputy	Jared Gray	F	100%	TMSTR	S2	F	4,653.00	95.64	4,748.64	1,175.53	50.00	8.65	363.27	OPSRP	758.83	100.16	4.85	7,209.94
Adult Parole and Probation																			
423.50	County Sheriff	John Ward	EO	10%		EO		746.10		746.10	100.00		0.87	57.08	PERS	165.86	15.74	0.49	1,086.12
423.50	Captain	Mick Espinoza	F	15%		EL5	E	946.80	*	946.80	150.00	*	0.95	72.43	PERS	210.47	19.97	4.85	1,405.47
423.50	Sergeant II	David Denney	F	100%	TMSTR	S18	F	5,810.00	135.40	5,945.40	1,175.53	50.00	6.30	454.82	PERS	1,321.66	125.41	4.85	9,083.98
423.50	Adult Parole & Probation Officer III	Mike Lang	F	100%	TMSTR	S26	F	4,942.00	135.40	5,077.40	1,175.53	50.00	8.65	388.42	PERS	1,128.71	107.10	4.85	7,940.66
423.50	Adult Parole & Probation Officer I	Vicki Scott	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,175.53	50.00	6.30	347.18	OPSRP	1,008.87	95.73	4.85	7,226.79
423.50	Adult Parole & Probation Officer I	Dona Dotson	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,175.53	50.00	6.30	347.18	PERS	1,008.87	95.73	4.85	7,226.79
COUNTY PARKS FUND - 1.40																			
452.50	Juvenile Director	Jay Trost	F	20%		EL4	F	1,252.20	*	1,252.20	200.00		1.31	95.79	OPSRP	140.37	26.41	0.97	1,717.06
452.50	Administrative Assistant	Summer Matteson-Kinney	F	20%	SEU	U8	B	692.20	*	692.20	200.00		0.84	52.95	OPSRP	77.60	0.71	0.97	1,025.27
452.50	Parks/Community Service Coordinator	open position	F	85%	SEU	U8	A.5	2,873.85	*	2,873.85	850.00		3.57	219.85	OPSRP	322.16	60.62	4.13	4,334.17
VICTIMS' ASSISTANCE FUND - 2.12																			
Unitary Assessment																			
412.30	Victims' Assist Program Advocate	Christine Mather	F	34%	SEU	U8	A	1,121.32		1,121.32	340.00		2.23	85.78	OPSRP	125.70	1.15	1.55	1,677.73
412.30	Victim Advocate	Jean Campbell	JRR	33%				14.50		331.76				25.38	OPSRP	37.19	0.34	0.64	395.31
VOCa Basic																			
412.31	Victims' Assist Program Advocate	Christine Mather	F	66%	SEU	U8	A	2,176.68		2,176.68	660.00		4.32	166.52	OPSRP	244.01	2.24	3.00	3,256.76
412.31	Victim Advocate	Jean Campbell	JRR	67%				14.50		673.57				51.53	OPSRP	149.74	0.69	1.30	876.83
CHILD ADVOCACY FUND - 2.13																			
412.50	Coordinator/Director/Interviewer	Jackie Antunes	.60 FTE	50%	SEU	U8	A	989.40		989.40	300.00		3.28	75.69	OPSRP	110.91	1.02	1.46	1,481.75
COUNTY FAIR FUND - 2.14																			
Administration																			
451.40	Event Center Manager	Ron Crook	JRR	50%				21.56		898.33				68.72	OPSRP	140.13	17.25	1.17	985.47
451.40	Office Assistant	Nikki Sparks	JRR	100%				15.00		1,250.00				95.63	OPSRP	222.30	1.28	2.33	1,489.37
451.40	Maintenance	Jeffrey Clarno	JRR	100%				12.00		1,000.00				76.50	PERS	457.71	19.20	2.33	1,320.33
451.40	Maintenance	Zachary Williams	JRR	100%				10.00		416.67				31.88			8.00	1.17	457.71
451.40	Maintenance	Paul Giovannetti	JRR	100%				10.00		833.33				63.75	PERS	185.25	16.00	2.33	1,100.66
451.40	Maintenance	Gary Hoenle	JRR	100%				10.00		416.67				31.88			8.00	1.17	457.71
Fair Operations																			
451.41	Event Center Manager	Ron Crook	JRR	50%				21.56		898.33				68.72	OPSRP	79.52	17.25	1.17	985.47
451.41	Irregular Employee	Mureen Walker	JRR	100%				10.64		709.33				54.26	OPSRP		0.73	1.87	845.71
PUBLIC SERVICES FUND - 2.12																			

CURRY COUNTY MASTER PAYROLL FISCAL YEAR 2017-18

Exhibit A

Dert	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>Building</i>																			
424.20	Community Development Director	Carolyn Johnson	F	25%	EL5	D.5		1,540.75	*	1,540.75	250.00		1.64	117.87	OPSRP	172.72	16.68	1.21	2,100.86
424.20	Building Official	John Pospisil	F	100%	EL1	F		5,214.00	*	5,214.00	1,000.00		6.55	398.87	OPSRP	584.49	56.84	4.85	7,285.61
424.20	Administrative Assistant	Shellie Creighton	F	100%	U7	A		3,092.00	*	3,092.00	1,000.00		4.20	236.54	OPSRP	346.61	3.18	4.55	4,687.08
424.20	Planner	Nancy Chester	F	10% SEIU	U7	C.5		316.90	7.36	324.26	100.00		0.66	24.81	OPSRP	36.35	0.33	0.46	486.86
424.20	Plumbing Inspector	Hank Eckardt	IRR					50.00		2,500.00	*		*	191.25		*	27.26	1.40	2,719.91
424.20	Building Inspector IV	Dave Bassett	IRR					35.00		1,750.00	*		*	133.88		*	19.08	1.40	1,904.35
424.20	Building Inspector IV	Dan Sigvartsen	IRR					35.00		1,750.00	*		*	133.88		*	19.08	1.40	1,904.35

ADMINISTRATIVE SERVICES FUND - 2.20

<i>BOC Office</i>																			
411.10	County Administrator	open position	F	100%	EL9	B		6,675.00	*	6,675.00	1,000.00		6.55	510.64	OPSRP	748.27	6.86	4.85	8,952.16
411.10	Administrative Assistant	John Jeurit	F	100%	N8	A		3,202.00	*	3,202.00	1,000.00		6.55	244.95	OPSRP	358.94	3.29	4.85	4,820.59
<i>Accounting</i>																			
415.12	County Accountant	open position	F	100%	EL3	D.5		5,479.00	*	5,479.00	1,000.00		6.55	419.14	PERS	1,217.98	5.63	4.85	8,133.16
415.12	Sr. Accounting Clerk	Cena Crook	F	100% SEIU	U8	A		3,092.00	48.67	3,140.67	1,000.00		4.20	240.26	OPSRP	352.07	3.23	4.55	4,744.98
<i>County Counsel</i>																			
415.30	County Legal Counsel	John Hutti	F	86%	EL7	F+		6,645.22	*	6,645.22	860.00		3.61	508.36	PERS	1,477.23	6.82	4.17	9,505.42
415.30	Legal Assistant	Brenda Starbird	F	100%	N8	E.5		3,988.00	*	3,988.00	1,000.00		6.55	305.08	PERS	886.53	4.10	4.55	6,194.81
<i>Payroll and Personnel</i>																			
412.50	Payroll & Personnel Coordinator	Julie Swift	F	100%	N9	F		4,224.00	121.62	4,345.62	1,000.00		6.55	332.44	PERS	966.03	4.46	4.55	6,659.65
<i>Occupancy - Central</i>																			
419.41	Facilities Director	Eric Hanson	F	50%	EL1	A		2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	232.27	47.63	2.43	3,016.13
419.41	Facilities Maintenance Worker	Tad Ringulet	F	15% SEIU	U6	A.5		417.00		417.00	150.00		0.98	31.90	OPSRP	46.75	9.59	0.73	656.94
419.41	Custodian	Terry Williams	.45 FTE	100% SEIU	U5	A		1,107.45		1,107.45	*			84.72	OPSRP	124.15	25.46	2.18	1,343.96

BUILDING REPAIR AND CONSTRUCTION PROJECTS FUND - 2.33

419.40	Facilities Director	Eric Hanson	F	50%	EL1	A		2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	232.27	47.63	2.43	3,016.13
419.40	Facilities Maintenance Worker	Tad Ringulet	F	35% SEIU	U6	A.5		973.00		973.00	350.00		2.29	74.43	OPSRP	109.07	22.37	1.70	1,532.87

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 3

Exhibit B

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	1,842	22,105	11.3360	17.0040
	1,888	22,658	11.6194	17.4291
B	1,934	23,211	11.9029	17.8544
	1,982	23,788	12.1992	18.2988
C	2,033	24,391	12.5082	18.7623
	2,083	24,994	12.8175	19.2263
D	2,133	25,596	13.1264	19.6896
	2,187	26,250	13.4615	20.1923
E	2,240	26,878	13.7834	20.6751
	2,296	27,556	14.1315	21.1973
F	2,353	28,234	14.4792	21.7188

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	29.01	348.16
10-15 YEARS - 2.5%	48.36	580.27
15-20 YEARS - 3.5%	67.70	812.37
20+ YEARS - 5.0%	96.71	1,160.53

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 4

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	1,936	23,236	11.9157	17.8736
	1,984	23,813	12.2120	18.3180
B	2,033	24,391	12.5082	18.7623
	2,083	24,994	12.8175	19.2263
C	2,133	25,596	13.1264	19.6896
	2,187	26,250	13.4615	20.1923
D	2,240	26,878	13.7834	20.6751
	2,296	27,556	14.1315	21.1973
E	2,353	28,234	14.4792	21.7188
	2,411	28,938	14.8398	22.2597
F	2,470	29,641	15.2006	22.8009

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	30.49	365.86
10-15 YEARS - 2.5%	50.81	609.77
15-20 YEARS - 3.5%	71.14	853.68
20+ YEARS - 5.0%	101.63	1,219.55

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 5

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,240	26,878	13.7834	20.6751
	2,296	27,556	14.1315	21.1973
B	2,353	28,234	14.4792	21.7188
	2,411	28,938	14.8398	22.2597
C	2,470	29,641	15.2006	22.8009
	2,531	30,369	15.5741	23.3612
D	2,594	31,123	15.9606	23.9409
	2,658	31,902	16.3598	24.5397
E	2,721	32,655	16.7462	25.1193
	2,790	33,484	17.1714	25.7571
F	2,857	34,288	17.5837	26.3756

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	35.29	423.52
10-15 YEARS - 2.5%	58.82	705.86
15-20 YEARS - 3.5%	82.35	988.21
20+ YEARS - 5.0%	117.64	1,411.72

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 6

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,470	29,641	15.2006	22.8009
	2,531	30,369	15.5741	23.3612
B	2,594	31,123	15.9606	23.9409
	2,658	31,902	16.3598	24.5397
C	2,721	32,655	16.7462	25.1193
	2,790	33,484	17.1714	25.7571
D	2,857	34,288	17.5837	26.3756
	2,931	35,167	18.0346	27.0519
E	3,002	36,022	18.4726	27.7089
	3,077	36,926	18.9363	28.4045
F	3,150	37,805	19.3871	29.0807

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	38.90	466.85
10-15 YEARS - 2.5%	64.84	778.08
15-20 YEARS - 3.5%	90.78	1,089.31
20+ YEARS - 5.0%	129.68	1,556.16

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 7

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,721	32,655	16.7462	25.1193
	2,790	33,484	17.1714	25.7571
B	2,857	34,288	17.5837	26.3756
	2,931	35,167	18.0346	27.0519
C	3,002	36,022	18.4726	27.7089
	3,077	36,926	18.9363	28.4045
D	3,150	37,805	19.3871	29.0807
	3,230	38,759	19.8766	29.8149
E	3,310	39,714	20.3662	30.5493
	3,391	40,694	20.8686	31.3029
F	3,475	41,698	21.3837	32.0756

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	42.86	514.32
10-15 YEARS - 2.5%	71.43	857.21
15-20-YEARS - 3.5%	100.01	1,200.09
20+ YEARS - 5.0%	142.87	1,714.41

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 8

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,002	36,022	18.4726	27.7089
	3,077	36,926	18.9363	28.4045
B	3,150	37,805	19.3871	29.0807
	3,230	38,759	19.8766	29.8149
C	3,310	39,714	20.3662	30.5493
	3,391	40,694	20.8686	31.3029
D	3,475	41,698	21.3837	32.0756
	3,561	42,728	21.9119	32.8679
E	3,649	43,783	22.4529	33.6794
	3,739	44,863	23.0067	34.5101
F	3,831	45,969	23.5736	35.3604

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	47.26	567.07
10-15 YEARS - 2.5%	78.76	945.12
15-20 YEARS - 3.5%	110.26	1,323.17
20+ YEARS - 5.0%	157.52	1,890.24

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 9

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,310	39,714	20.3662	30.5493
	3,391	40,694	20.8686	31.3029
B	3,475	41,698	21.3837	32.0756
	3,561	42,728	21.9119	32.8679
C	3,649	43,783	22.4529	33.6794
	3,739	44,863	23.0067	34.5101
D	3,831	45,969	23.5736	35.3604
	3,927	47,124	24.1661	36.2492
E	4,023	48,280	24.7589	37.1384
	4,124	49,486	25.3772	38.0658
F	4,224	50,691	25.9954	38.9931

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	52.12	625.47
10-15 YEARS - 2-5%	86.87	1,042.46
15-20 YEARS - 3.5%	121.62	1,459.44
20+ YEARS - 5.0%	173.74	2,084.91

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 10

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,649	43,783	22.4529	33.6794
	3,739	44,863	23.0067	34.5101
B	3,831	45,969	23.5736	35.3604
	3,927	47,124	24.1661	36.2492
C	4,023	48,280	24.7589	37.1384
	4,124	49,486	25.3772	38.0658
D	4,224	50,691	25.9954	38.9931
	4,329	51,947	26.6396	39.9594
E	4,434	53,203	27.2835	40.9253
	4,545	54,534	27.9663	41.9495
F	4,655	55,866	28.6491	42.9737

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	57.46	689.53
10-15 YEARS - 2.5%	95.77	1,149.21
15-20 YEARS - 3.5%	134.07	1,608.90
20+ YEARS - 5.0%	191.54	2,298.43

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 11

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,831	45,969	23.5736	35.3604
	3,927	47,124	24.1661	36.2492
B	4,023	48,280	24.7589	37.1384
	4,124	49,486	25.3772	38.0658
C	4,224	50,691	25.9954	38.9931
	4,329	51,947	26.6396	39.9594
D	4,434	53,203	27.2835	40.9253
	4,545	54,534	27.9663	41.9495
E	4,655	55,866	28.6491	42.9737
	4,771	57,248	29.3577	44.0366
F	4,888	58,654	30.0791	45.1187

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 12

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,082	48,983	25.1194	37.6791
	4,182	50,189	25.7379	38.6069
B	4,285	51,420	26.3690	39.5535
	4,392	52,701	27.0260	40.5390
C	4,498	53,982	27.6830	41.5245
	4,612	55,338	28.3785	42.5678
D	4,725	56,695	29.0743	43.6115
	4,842	58,101	29.7954	44.6931
E	4,961	59,533	30.5298	45.7947
	5,085	61,016	31.2900	46.9350
F	5,208	62,497	32.0497	48.0746

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 13

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,329	51,947	26.6396	39.9594
	4,438	53,253	27.3094	40.9641
B	4,547	54,560	27.9794	41.9691
	4,660	55,916	28.6749	43.0124
C	4,773	57,272	29.3705	44.0558
	4,892	58,704	30.1047	45.1571
D	5,011	60,136	30.8391	46.2587
	5,137	61,643	31.6120	47.4180
E	5,263	63,151	32.3849	48.5774
	5,394	64,733	33.1964	49.7946
F	5,526	66,316	34.0080	51.0120

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 14

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,599	55,188	28.3013	42.4520
	4,714	56,569	29.0098	43.5147
B	4,829	57,951	29.7184	44.5776
	4,951	59,408	30.4655	45.6983
C	5,072	60,864	31.2124	46.8186
	5,198	62,372	31.9855	47.9783
D	5,325	63,904	32.7714	49.1571
	5,457	65,487	33.5829	50.3744
E	5,591	67,094	34.4072	51.6108
	5,731	68,777	35.2702	52.9053
F	5,870	70,435	36.1206	54.1809

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 15

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,869	58,428	29.9629	44.9444
	4,990	59,885	30.7103	46.0655
B	5,112	61,342	31.4575	47.1863
	5,240	62,874	32.2431	48.3647
C	5,367	64,407	33.0290	49.5435
	5,501	66,014	33.8533	50.7800
D	5,635	67,622	34.6778	52.0167
	5,777	69,330	35.5537	53.3306
E	5,918	71,013	36.4168	54.6252
	6,066	72,796	37.3314	55.9971
F	6,213	74,555	38.2332	57.3498

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 16

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,137	61,643	31.6120	47.4180
	5,267	63,200	32.4104	48.6156
B	5,394	64,733	33.1964	49.7946
	5,528	66,341	34.0209	51.0314
C	5,664	67,973	34.8579	52.2869
	5,805	69,657	35.7213	53.5820
D	5,947	71,364	36.5971	54.8957
	6,096	73,148	37.5118	56.2677
E	6,244	74,931	38.4263	57.6395
	6,401	76,816	39.3926	59.0889
F	6,556	78,674	40.3458	60.5187

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 17

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,407	64,884	33.2736	49.9104
	5,541	66,491	34.0982	51.1473
B	5,677	68,124	34.9355	52.4033
	5,819	69,832	35.8115	53.7173
C	5,960	71,515	36.6745	55.0118
	6,110	73,324	37.6021	56.4032
D	6,259	75,107	38.5166	57.7749
	6,414	76,966	39.4697	59.2046
E	6,571	78,850	40.4360	60.6540
	6,736	80,835	41.4536	62.1804
F	6,899	82,794	42.4584	63.6876

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 18

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,675	68,099	34.9225	52.3838
	5,817	69,807	35.7985	53.6978
B	5,960	71,515	36.6745	55.0118
	6,108	73,298	37.5889	56.3834
C	6,257	75,082	38.5038	57.7557
	6,414	76,966	39.4697	59.2046
D	6,569	78,825	40.4231	60.6347
	6,734	80,810	41.4408	62.1612
E	6,897	82,769	42.4456	63.6684
	7,071	84,854	43.5147	65.2721
F	7,243	86,913	44.5710	66.8565

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-6

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,859	34,313	17.5966	26.3949
	2,933	35,192	18.0473	27.0710
B	3,004	36,046	18.4853	27.7280
	3,079	36,951	18.9490	28.4235
C	3,155	37,855	19.4128	29.1192
	3,232	38,785	19.8895	29.8343
D	3,312	39,739	20.3790	30.5685
	3,393	40,719	20.8813	31.3220
E	3,477	41,723	21.3966	32.0949
	3,563	42,753	21.9248	32.8872
F	3,651	43,808	22.4658	33.6987

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	45.06	540.70
10-15 YEARS - 2.5%	75.10	901.16
15-20 YEARS - 3.5%	105.14	1,261.62
20+ YEARS - 5.0%	150.19	1,802.32

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-7

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,312	39,739	20.3790	30.5685
	3,393	40,719	20.8813	31.3220
B	3,477	41,723	21.3966	32.0949
	3,563	42,753	21.9248	32.8872
C	3,651	43,808	22.4658	33.6987
	3,741	44,889	23.0198	34.5297
D	3,833	45,994	23.5866	35.3799
	3,929	47,149	24.1791	36.2687
E	4,023	48,280	24.7589	37.1384
	4,124	49,486	25.3772	38.0658
F	4,226	50,716	26.0083	39.0125

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	52.15	625.85
10-15 YEARS - 2.5%	86.92	1,043.08
15-20 YEARS - 3.5%	121.69	1,460.32
20+ YEARS - 5.0%	173.85	2,086.17

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-8

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,477	41,723	21.3966	32.0949
	3,563	42,753	21.9248	32.8872
B	3,651	43,808	22.4658	33.6987
	3,741	44,889	23.0198	34.5297
C	3,833	45,994	23.5866	35.3799
	3,929	47,149	24.1791	36.2687
D	4,023	48,280	24.7589	37.1384
	4,124	49,486	25.3772	38.0658
E	4,226	50,716	26.0083	39.0125
	4,333	51,997	26.6653	39.9980
F	4,438	53,252	27.3094	40.9641

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	54.76	657.12
10-15 YEARS - 2.5%	91.27	1,095.21
15-20 YEARS - 3.5%	127.77	1,533.29
20+ YEARS - 5.0%	182.53	2,190.42

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-9 (EXEMPT)

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE
A	4,061	48,732	24.9906
	4,161	49,938	25.6090
B	4,264	51,169	26.2403
	4,371	52,449	26.8971
C	4,478	53,731	27.5542
	4,589	55,062	28.2370
D	4,702	56,418	28.9325
	4,819	57,825	29.6539
E	4,936	59,232	30.3753
	5,060	60,714	31.1354
F	5,183	62,196	31.8953

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	58.03	696.32
10-15- YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
EXEMPT - 37.5 HOUR WEEK
RANGE C-12

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY
A	4,873	58,478	29.9889
	4,997	59,960	30.7488
B	5,118	61,417	31.4961
	5,246	62,949	32.2816
C	5,373	64,481	33.0674
	5,507	66,089	33.8919
D	5,641	67,688	34.7119
	5,784	69,405	35.5923
E	5,924	71,088	36.4555
	6,073	72,872	37.3701
F	6,221	74,655	38.2848

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
EXEMPT - 37.5 HOUR WEEK
RANGE C-13

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY
A	5,141	61,693	31.6376
	5,269	63,226	32.4235
B	5,397	64,758	33.2093
	5,533	66,391	34.0466
C	5,667	67,999	34.8711
	5,809	69,706	35.7469
D	5,951	71,415	36.6229
	6,100	73,198	37.5376
E	6,248	74,981	38.4520
	6,403	76,841	39.4055
F	6,560	78,724	40.3715

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.75
20+ YEARS - 5.0%	193.42	2,321.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 3

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	1,965	23,579	11.3360	17.0040
	2,014	24,168	11.6194	17.4291
B	2,063	24,758	11.9029	17.8544
	2,115	25,374	12.1992	18.2988
C	2,168	26,017	12.5082	18.7623
	2,222	26,660	12.8175	19.2263
D	2,275	27,303	13.1264	19.6896
	2,333	28,000	13.4615	20.1923
E	2,389	28,669	13.7834	20.6751
	2,449	29,394	14.1315	21.1973
F	2,510	30,117	14.4792	21.7188

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	30.95	371.37
10-15 YEARS - 2.5%	51.58	618.95
15-20 YEARS - 3.5%	72.21	866.53
20+ YEARS - 5.0%	103.16	1,237.90

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 4

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,065	24,785	11.9157	17.8736
	2,117	25,401	12.2120	18.3180
B	2,168	26,017	12.5082	18.7623
	2,222	26,660	12.8175	19.2263
C	2,275	27,303	13.1264	19.6896
	2,333	28,000	13.4615	20.1923
D	2,389	28,669	13.7834	20.6751
	2,449	29,394	14.1315	21.1973
E	2,510	30,117	14.4792	21.7188
	2,572	30,867	14.8398	22.2597
F	2,635	31,617	15.2006	22.8009

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	32.52	390.26
10-15 YEARS - 2.5%	54.20	650.43
15-20 YEARS - 3.5%	75.88	910.60
20+ YEARS - 5.0%	108.40	1,300.85

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 5

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,389	28,669	13.7834	20.6751
	2,449	29,394	14.1315	21.1973
B	2,510	30,117	14.4792	21.7188
	2,572	30,867	14.8398	22.2597
C	2,635	31,617	15.2006	22.8009
	2,700	32,394	15.5741	23.3612
D	2,767	33,198	15.9606	23.9409
	2,836	34,028	16.3598	24.5397
E	2,903	34,832	16.7462	25.1193
	2,976	35,717	17.1714	25.7571
F	3,048	36,574	17.5837	26.3756

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	37.65	451.75
10-15 YEARS - 2.5%	62.74	752.92
15-20 YEARS - 3.5%	87.84	1,054.09
20+ YEARS - 5.0%	125.49	1,505.84

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 6

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,635	31,617	15.2006	22.8009
	2,700	32,394	15.5741	23.3612
B	2,767	33,198	15.9606	23.9409
	2,836	34,028	16.3598	24.5397
C	2,903	34,832	16.7462	25.1193
	2,976	35,717	17.1714	25.7571
D	3,048	36,574	17.5837	26.3756
	3,126	37,512	18.0346	27.0519
E	3,202	38,423	18.4726	27.7089
	3,282	39,388	18.9363	28.4045
F	3,360	40,325	19.3871	29.0807

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	41.50	497.97
10-15 YEARS - 2.5%	69.16	829.95
15-20 YEARS - 3.5%	96.83	1,161.93
20+ YEARS - 5.0%	138.33	1,659.90

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 7

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,903	34,832	16.7462	25.1193
	2,976	35,717	17.1714	25.7571
B	3,048	36,574	17.5837	26.3756
	3,126	37,512	18.0346	27.0519
C	3,202	38,423	18.4726	27.7089
	3,282	39,388	18.9363	28.4045
D	3,360	40,325	19.3871	29.0807
	3,445	41,343	19.8766	29.8149
E	3,530	42,362	20.3662	30.5493
	3,617	43,407	20.8686	31.3029
F	3,707	44,478	21.3837	32.0756

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	45.72	548.61
10-15 YEARS - 2.5%	76.20	914.35
15-20 YEARS - 3.5%	106.67	1,280.09
20+ YEARS - 5.0%	152.39	1,828.70

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 8

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,202	38,423	18.4726	27.7089
	3,282	39,388	18.9363	28.4045
B	3,360	40,325	19.3871	29.0807
	3,445	41,343	19.8766	29.8149
C	3,530	42,362	20.3662	30.5493
	3,617	43,407	20.8686	31.3029
D	3,707	44,478	21.3837	32.0756
	3,798	45,577	21.9119	32.8679
E	3,892	46,702	22.4529	33.6794
	3,988	47,854	23.0067	34.5101
F	4,086	49,033	23.5736	35.3604

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	50.41	604.88
10-15 YEARS - 2.5%	84.01	1,008.13
15-20 YEARS - 3.5%	117.62	1,411.38
20+ YEARS - 5.0%	168.02	2,016.26

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 9

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,530	42,362	20.3662	30.5493
	3,617	43,407	20.8686	31.3029
B	3,707	44,478	21.3837	32.0756
	3,798	45,577	21.9119	32.8679
C	3,892	46,702	22.4529	33.6794
	3,988	47,854	23.0067	34.5101
D	4,086	49,033	23.5736	35.3604
	4,189	50,265	24.1661	36.2492
E	4,292	51,499	24.7589	37.1384
	4,399	52,785	25.3772	38.0658
F	4,506	54,070	25.9954	38.9931

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	55.60	667.17
10-15 YEARS - 2.5%	92.66	1,111.95
15-20 YEARS - 3.5%	129.73	1,556.73
20+ YEARS - 5.0%	185.33	2,223.90

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 10

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,892	46,702	22.4529	33.6794
	3,988	47,854	23.0067	34.5101
B	4,086	49,033	23.5736	35.3604
	4,189	50,265	24.1661	36.2492
C	4,292	51,499	24.7589	37.1384
	4,399	52,785	25.3772	38.0658
D	4,506	54,070	25.9954	38.9931
	4,618	55,410	26.6396	39.9594
E	4,729	56,750	27.2835	40.9253
	4,847	58,170	27.9663	41.9495
F	4,966	59,590	28.6491	42.9737

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 11

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,086	49,033	23.5736	35.3604
	4,189	50,265	24.1661	36.2492
B	4,292	51,499	24.7589	37.1384
	4,399	52,785	25.3772	38.0658
C	4,506	54,070	25.9954	38.9931
	4,618	55,410	26.6396	39.9594
D	4,729	56,750	27.2835	40.9253
	4,847	58,170	27.9663	41.9495
E	4,966	59,590	28.6491	42.9737
	5,089	61,064	29.3577	44.0366
F	5,214	62,565	30.0791	45.1187

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 12

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,354	52,248	25.1194	37.6791
	4,461	53,535	25.7379	38.6069
B	4,571	54,848	26.3690	39.5535
	4,685	56,214	27.0260	40.5390
C	4,798	57,581	27.6830	41.5245
	4,919	59,027	28.3785	42.5678
D	5,040	60,475	29.0743	43.6115
	5,165	61,974	29.7954	44.6931
E	5,292	63,502	30.5298	45.7947
	5,424	65,083	31.2900	46.9350
F	5,555	66,663	32.0497	48.0746

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 13

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,618	55,410	26.6396	39.9594
	4,734	56,804	27.3094	40.9641
B	4,850	58,197	27.9794	41.9691
	4,970	59,644	28.6749	43.0124
C	5,091	61,091	29.3705	44.0558
	5,218	62,618	30.1047	45.1571
D	5,345	64,145	30.8391	46.2587
	5,479	65,753	31.6120	47.4180
E	5,613	67,361	32.3849	48.5774
	5,754	69,049	33.1964	49.7946
F	5,895	70,737	34.0080	51.0120

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 14

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,906	58,867	28.3013	42.4520
	5,028	60,340	29.0098	43.5147
B	5,151	61,814	29.7184	44.5776
	5,281	63,368	30.4655	45.6983
C	5,410	64,922	31.2124	46.8186
	5,544	66,530	31.9855	47.9783
D	5,680	68,165	32.7714	49.1571
	5,821	69,852	33.5829	50.3744
E	5,964	71,567	34.4072	51.6108
	6,114	73,362	35.2702	52.9053
F	6,261	75,131	36.1206	54.1809

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 15

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,194	62,323	29.9629	44.9444
	5,323	63,877	30.7103	46.0655
B	5,453	65,432	31.4575	47.1863
	5,589	67,066	32.2431	48.3647
C	5,725	68,700	33.0290	49.5435
	5,868	70,415	33.8533	50.7800
D	6,011	72,130	34.6778	52.0167
	6,163	73,952	35.5537	53.3306
E	6,312	75,747	36.4168	54.6252
	6,471	77,649	37.3314	55.9971
F	6,627	79,525	38.2332	57.3498

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 16

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,479	65,753	31.6120	47.4180
	5,618	67,414	32.4104	48.6156
B	5,754	69,049	33.1964	49.7946
	5,897	70,763	34.0209	51.0314
C	6,042	72,504	34.8579	52.2869
	6,192	74,300	35.7213	53.5820
D	6,343	76,122	36.5971	54.8957
	6,502	78,025	37.5118	56.2677
E	6,661	79,927	38.4263	57.6395
	6,828	81,937	39.3926	59.0889
F	6,993	83,919	40.3458	60.5187

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 17

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,767	69,209	33.2736	49.9104
	5,910	70,924	34.0982	51.1473
B	6,055	72,666	34.9355	52.4033
	6,207	74,488	35.8115	53.7173
C	6,357	76,283	36.6745	55.0118
	6,518	78,212	37.6021	56.4032
D	6,676	80,115	38.5166	57.7749
	6,841	82,097	39.4697	59.2046
E	7,009	84,107	40.4360	60.6540
	7,185	86,223	41.4536	62.1804
F	7,359	88,313	42.4584	63.6876

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 18

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	6,053	72,639	34.9225	52.3838
	6,205	74,461	35.7985	53.6978
B	6,357	76,283	36.6745	55.0118
	6,515	78,185	37.5889	56.3834
C	6,674	80,088	38.5038	57.7557
	6,841	82,097	39.4697	59.2046
D	7,007	84,080	40.4231	60.6347
	7,183	86,197	41.4408	62.1612
E	7,357	88,287	42.4456	63.6684
	7,543	90,511	43.5147	65.2721
F	7,726	92,708	44.5710	66.8565

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 19

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE
A	6,356	76,271	36.6686
	6,515	78,184	37.5884
B	6,675	80,097	38.5082
	6,841	82,094	39.4683
C	7,008	84,092	40.4290
	7,183	86,202	41.4432
D	7,357	88,284	42.4443
	7,542	90,507	43.5128
E	7,725	92,701	44.5679
	7,920	95,036	45.6904
F	8,112	97,343	46.7996

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40.0 HOUR WEEK
RANGE C-9 (EXEMPT)

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE
A	4,332	51,980	24.9906
	4,439	53,267	25.6090
B	4,548	54,580	26.2403
	4,662	55,946	26.8971
C	4,776	57,313	27.5542
	4,894	58,733	28.2370
D	5,015	60,180	28.9325
	5,140	61,680	29.6539
E	5,265	63,181	30.3753
	5,397	64,762	31.1354
F	5,529	66,342	31.8953

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	58.03	696.32
10-15- YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
EXEMPT - 40.0 HOUR WEEK
RANGE C-12

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY
A	5,198	62,377	29.9889
	5,330	63,958	30.7488
B	5,459	65,512	31.4961
	5,595	67,146	32.2816
C	5,732	68,780	33.0674
	5,875	70,495	33.8919
D	6,017	72,201	34.7119
	6,169	74,032	35.5923
E	6,319	75,827	36.4555
	6,477	77,730	37.3701
F	6,636	79,632	38.2848

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
EXEMPT - 40.0 HOUR WEEK
RANGE C-13

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY
A	5,484	65,806	31.6376
	5,620	67,441	32.4235
B	5,756	69,075	33.2093
	5,901	70,817	34.0466
C	6,044	72,532	34.8711
	6,196	74,354	35.7469
D	6,348	76,176	36.6229
	6,507	78,078	37.5376
E	6,665	79,980	38.4520
	6,830	81,963	39.4055
F	6,998	83,973	40.3715

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 3 - SEIU

Exhibit C

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	1,897	22,768	11.6760	17.5140
	1,945	23,337	11.9679	17.9519
B	1,992	23,907	12.2600	18.3900
	2,042	24,502	12.5652	18.8478
C	2,094	25,123	12.8834	19.3251
	2,145	25,744	13.2021	19.8032
D	2,197	26,364	13.5201	20.2802
	2,253	27,037	13.8653	20.7980
E	2,307	27,684	14.1969	21.2954
	2,365	28,383	14.5554	21.8331
F	2,423	29,081	14.9135	22.3703

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	29.88	358.61
10-15 YEARS - 2.5%	49.81	597.68
15-20 YEARS - 3.5%	69.73	836.75
20+ YEARS - 5.0%	99.61	1,195.35

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 4 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	1,994	23,933	12.2731	18.4097
	2,044	24,528	12.5783	18.8675
B	2,094	25,123	12.8834	19.3251
	2,145	25,744	13.2021	19.8032
C	2,197	26,364	13.5201	20.2802
	2,253	27,037	13.8653	20.7980
D	2,307	27,684	14.1969	21.2954
	2,365	28,383	14.5554	21.8331
E	2,423	29,081	14.9135	22.3703
	2,484	29,806	15.2850	22.9275
F	2,544	30,530	15.6566	23.4849

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	31.40	376.84
10-15 YEARS - 2.5%	52.34	628.07
15-20 YEARS - 3.5%	73.27	879.29
20+ YEARS - 5.0%	104.68	1,256.13

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 5 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,307	27,684	14.1969	21.2954
	2,365	28,383	14.5554	21.8331
B	2,423	29,081	14.9135	22.3703
	2,484	29,806	15.2850	22.9275
C	2,544	30,530	15.6566	23.4849
	2,607	31,281	16.0413	24.0620
D	2,671	32,057	16.4395	24.6593
	2,738	32,859	16.8506	25.2759
E	2,803	33,635	17.2486	25.8729
	2,874	34,489	17.6866	26.5299
F	2,943	35,317	18.1112	27.1668

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	36.35	436.22
10-15 YEARS - 2.5%	60.59	727.03
15-20 YEARS - 3.5%	84.82	1,017.85
20+ YEARS - 5.0%	121.17	1,454.07

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 6 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,544	30,530	15.6566	23.4849
	2,607	31,281	16.0413	24.0620
B	2,671	32,057	16.4395	24.6593
	2,738	32,859	16.8506	25.2759
C	2,803	33,635	17.2486	25.8729
	2,874	34,489	17.6866	26.5299
D	2,943	35,317	18.1112	27.1668
	3,019	36,222	18.5755	27.8633
E	3,092	37,102	19.0268	28.5402
	3,169	38,034	19.5044	29.2566
F	3,245	38,939	19.9687	29.9531

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	40.07	480.86
10-15 YEARS - 2.5%	66.79	801.43
15-20 YEARS - 3.5%	93.50	1,122.00
20+ YEARS - 5.0%	133.57	1,602.85

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 7 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,803	33,635	17.2486	25.8729
	2,874	34,489	17.6866	26.5299
B	2,943	35,317	18.1112	27.1668
	3,019	36,222	18.5755	27.8633
C	3,092	37,102	19.0268	28.5402
	3,169	38,034	19.5044	29.2566
D	3,245	38,939	19.9687	29.9531
	3,327	39,922	20.4729	30.7094
E	3,409	40,906	20.9772	31.4658
	3,493	41,915	21.4947	32.2421
F	3,579	42,949	22.0253	33.0380

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	44.15	529.75
10-15 YEARS - 2.5%	73.58	882.92
15-20-YEARS - 3.5%	103.01	1,236.09
20+ YEARS - 5.0%	147.15	1,765.84

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 8 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,092	37,102	19.0268	28.5402
	3,169	38,034	19.5044	29.2566
B	3,245	38,939	19.9687	29.9531
	3,327	39,922	20.4729	30.7094
C	3,409	40,906	20.9772	31.4658
	3,493	41,915	21.4947	32.2421
D	3,579	42,949	22.0253	33.0380
	3,668	44,010	22.5693	33.8540
E	3,758	45,097	23.1265	34.6898
	3,851	46,209	23.6969	35.5454
F	3,946	47,348	24.2809	36.4214

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	48.67	584.08
10-15 YEARS - 2.5%	81.12	973.47
15-20 YEARS - 3.5%	113.57	1,362.86
20+ YEARS - 5.0%	162.25	1,946.95

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 9 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,409	40,906	20.9772	31.4658
	3,493	41,915	21.4947	32.2421
B	3,579	42,949	22.0253	33.0380
	3,668	44,010	22.5693	33.8540
C	3,758	45,097	23.1265	34.6898
	3,851	46,209	23.6969	35.5454
D	3,946	47,348	24.2809	36.4214
	4,045	48,538	24.8911	37.3367
E	4,144	49,728	25.5017	38.2526
	4,248	50,970	26.1385	39.2078
F	4,351	52,212	26.7753	40.1630

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	53.69	644.24
10-15 YEARS - 2-5%	89.48	1,073.73
15-20 YEARS - 3.5%	125.27	1,503.23
20+ YEARS - 5.0%	178.96	2,147.47

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 10 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,758	45,097	23.1265	34.6898
	3,851	46,209	23.6969	35.5454
B	3,946	47,348	24.2809	36.4214
	4,045	48,538	24.8911	37.3367
C	4,144	49,728	25.5017	38.2526
	4,248	50,970	26.1385	39.2078
D	4,351	52,212	26.7753	40.1630
	4,459	53,506	27.4389	41.1584
E	4,567	54,799	28.1020	42.1530
	4,681	56,170	28.8052	43.2078
F	4,795	57,542	29.5086	44.2629

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 11 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,946	47,348	24.2809	36.4214
	4,045	48,538	24.8911	37.3367
B	4,144	49,728	25.5017	38.2526
	4,248	50,970	26.1385	39.2078
C	4,351	52,212	26.7753	40.1630
	4,459	53,506	27.4389	41.1584
D	4,567	54,799	28.1020	42.1530
	4,681	56,170	28.8052	43.2078
E	4,795	57,542	29.5086	44.2629
	4,914	58,965	30.2384	45.3576
F	5,034	60,414	30.9814	46.4721

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE 12 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,204	50,452	25.8730	38.8095
	4,308	51,695	26.5100	39.7650
B	4,414	52,962	27.1601	40.7402
	4,523	54,282	27.8368	41.7552
C	4,633	55,601	28.5135	42.7703
	4,750	56,999	29.2300	43.8450
D	4,866	58,396	29.9465	44.9198
	4,987	59,844	30.6893	46.0340
E	5,110	61,319	31.4458	47.1687
	5,237	62,846	32.2287	48.3431
F	5,364	64,372	33.0112	49.5168

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-6 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,945	35,343	18.1245	27.1868
	3,021	36,248	18.5888	27.8832
B	3,094	37,128	19.0399	28.5599
	3,172	38,059	19.5174	29.2761
C	3,249	38,991	19.9952	29.9928
	3,329	39,948	20.4862	30.7293
D	3,411	40,931	20.9903	31.4855
	3,495	41,940	21.5077	32.2616
E	3,581	42,975	22.0386	33.0579
	3,670	44,036	22.5825	33.8738
F	3,760	45,123	23.1398	34.7097

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	46.41	556.92
10-15 YEARS - 2.5%	77.35	928.20
15-20 YEARS - 3.5%	108.29	1,299.47
20+ YEARS - 5.0%	154.70	1,856.39

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-7 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,411	40,931	20.9903	31.4855
	3,495	41,940	21.5077	32.2616
B	3,581	42,975	22.0386	33.0579
	3,670	44,036	22.5825	33.8738
C	3,760	45,123	23.1398	34.7097
	3,853	46,235	23.7105	35.5658
D	3,948	47,374	24.2942	36.4413
	4,047	48,564	24.9046	37.3569
E	4,144	49,728	25.5017	38.2526
	4,248	50,970	26.1385	39.2078
F	4,353	52,238	26.7885	40.1828

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	53.72	644.63
10-15 YEARS - 2.5%	89.53	1,074.38
15-20 YEARS - 3.5%	125.34	1,504.13
20+ YEARS - 5.0%	179.06	2,148.76

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-8 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,581	42,975	22.0386	33.0579
	3,670	44,036	22.5825	33.8738
B	3,760	45,123	23.1398	34.7097
	3,853	46,235	23.7105	35.5658
C	3,948	47,374	24.2942	36.4413
	4,047	48,564	24.9046	37.3569
D	4,144	49,728	25.5017	38.2526
	4,248	50,970	26.1385	39.2078
E	4,353	52,238	26.7885	40.1828
	4,463	53,557	27.4653	41.1980
F	4,571	54,849	28.1286	42.1929

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	56.40	676.84
10-15 YEARS - 2.5%	94.01	1,128.07
15-20 YEARS - 3.5%	131.61	1,579.29
20+ YEARS - 5.0%	188.01	2,256.13

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
37.5 HOUR WEEK
RANGE C-9 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE
A	4,183	50,194	25.7403
	4,286	51,436	26.3772
B	4,392	52,704	27.0275
	4,502	54,023	27.7040
C	4,612	55,342	28.3807
	4,726	56,714	29.0841
D	4,843	58,111	29.8005
	4,963	59,560	30.5435
E	5,084	61,009	31.2865
	5,211	62,536	32.0695
F	5,338	64,062	32.8522

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	58.03	696.32
10-15- YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 3 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,024	24,286	11.6760	17.5140
	2,074	24,893	11.9679	17.9519
B	2,125	25,501	12.2600	18.3900
	2,178	26,136	12.5652	18.8478
C	2,233	26,797	12.8834	19.3251
	2,288	27,460	13.2021	19.8032
D	2,343	28,122	13.5201	20.2802
	2,403	28,840	13.8653	20.7980
E	2,461	29,530	14.1969	21.2954
	2,523	30,275	14.5554	21.8331
F	2,585	31,020	14.9135	22.3703

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	31.88	382.51
10-15 YEARS - 2.5%	53.13	637.52
15-20 YEARS - 3.5%	74.38	892.53
20+ YEARS - 5.0%	106.25	1,275.04

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 4 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,127	25,528	12.2731	18.4097
	2,180	26,163	12.5783	18.8675
B	2,233	26,797	12.8834	19.3251
	2,288	27,460	13.2021	19.8032
C	2,343	28,122	13.5201	20.2802
	2,403	28,840	13.8653	20.7980
D	2,461	29,530	14.1969	21.2954
	2,523	30,275	14.5554	21.8331
E	2,585	31,020	14.9135	22.3703
	2,649	31,793	15.2850	22.9275
F	2,714	32,566	15.6566	23.4849

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	33.50	401.96
10-15 YEARS - 2.5%	55.83	669.94
15-20 YEARS - 3.5%	78.16	937.91
20+ YEARS - 5.0%	111.66	1,339.87

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 5 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,461	29,530	14.1969	21.2954
	2,523	30,275	14.5554	21.8331
B	2,585	31,020	14.9135	22.3703
	2,649	31,793	15.2850	22.9275
C	2,714	32,566	15.6566	23.4849
	2,780	33,366	16.0413	24.0620
D	2,850	34,194	16.4395	24.6593
	2,921	35,049	16.8506	25.2759
E	2,990	35,877	17.2486	25.8729
	3,066	36,788	17.6866	26.5299
F	3,139	37,671	18.1112	27.1668

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	38.78	465.30
10-15 YEARS - 2.5%	64.63	775.50
15-20 YEARS - 3.5%	90.48	1,085.70
20+ YEARS - 5.0%	129.25	1,551.00

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 6 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,714	32,566	15.6566	23.4849
	2,780	33,366	16.0413	24.0620
B	2,850	34,194	16.4395	24.6593
	2,921	35,049	16.8506	25.2759
C	2,990	35,877	17.2486	25.8729
	3,066	36,788	17.6866	26.5299
D	3,139	37,671	18.1112	27.1668
	3,220	38,637	18.5755	27.8633
E	3,298	39,576	19.0268	28.5402
	3,381	40,569	19.5044	29.2566
F	3,461	41,535	19.9687	29.9531

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	42.74	512.91
10-15 YEARS - 2.5%	71.24	854.85
15-20 YEARS - 3.5%	99.73	1,196.80
20+ YEARS - 5.0%	142.48	1,709.71

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 7 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,990	35,877	17.2486	25.8729
	3,066	36,788	17.6866	26.5299
B	3,139	37,671	18.1112	27.1668
	3,220	38,637	18.5755	27.8633
C	3,298	39,576	19.0268	28.5402
	3,381	40,569	19.5044	29.2566
D	3,461	41,535	19.9687	29.9531
	3,549	42,584	20.4729	30.7094
E	3,636	43,633	20.9772	31.4658
	3,726	44,709	21.4947	32.2421
F	3,818	45,813	22.0253	33.0380

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	47.09	565.07
10-15 YEARS - 2.5%	78.48	941.78
15-20 YEARS - 3.5%	109.87	1,318.50
20+ YEARS - 5.0%	156.96	1,883.56

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 8 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,298	39,576	19.0268	28.5402
	3,381	40,569	19.5044	29.2566
B	3,461	41,535	19.9687	29.9531
	3,549	42,584	20.4729	30.7094
C	3,636	43,633	20.9772	31.4658
	3,726	44,709	21.4947	32.2421
D	3,818	45,813	22.0253	33.0380
	3,912	46,944	22.5693	33.8540
E	4,009	48,103	23.1265	34.6898
	4,107	49,290	23.6969	35.5454
F	4,209	50,504	24.2809	36.4214

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	51.92	623.02
10-15 YEARS - 2.5%	86.53	1,038.37
15-20 YEARS - 3.5%	121.14	1,453.72
20+ YEARS - 5.0%	173.06	2,076.74

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 9 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,636	43,633	20.9772	31.4658
	3,726	44,709	21.4947	32.2421
B	3,818	45,813	22.0253	33.0380
	3,912	46,944	22.5693	33.8540
C	4,009	48,103	23.1265	34.6898
	4,107	49,290	23.6969	35.5454
D	4,209	50,504	24.2809	36.4214
	4,314	51,773	24.8911	37.3367
E	4,420	53,044	25.5017	38.2526
	4,531	54,368	26.1385	39.2078
F	4,641	55,693	26.7753	40.1630

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	57.27	687.19
10-15 YEARS - 2.5%	95.44	1,145.32
15-20 YEARS - 3.5%	133.62	1,603.44
20+ YEARS - 5.0%	190.89	2,290.63

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 10 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,009	48,103	23.1265	34.6898
	4,107	49,290	23.6969	35.5454
B	4,209	50,504	24.2809	36.4214
	4,314	51,773	24.8911	37.3367
C	4,420	53,044	25.5017	38.2526
	4,531	54,368	26.1385	39.2078
D	4,641	55,693	26.7753	40.1630
	4,756	57,073	27.4389	41.1584
E	4,871	58,452	28.1020	42.1530
	4,993	59,915	28.8052	43.2078
F	5,115	61,378	29.5086	44.2629

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 11 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,209	50,504	24.2809	36.4214
	4,314	51,773	24.8911	37.3367
B	4,420	53,044	25.5017	38.2526
	4,531	54,368	26.1385	39.2078
C	4,641	55,693	26.7753	40.1630
	4,756	57,073	27.4389	41.1584
D	4,871	58,452	28.1020	42.1530
	4,993	59,915	28.8052	43.2078
E	5,115	61,378	29.5086	44.2629
	5,241	62,896	30.2384	45.3576
F	5,370	64,441	30.9814	46.4721

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 12 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,485	53,816	25.8730	38.8095
	4,595	55,141	26.5100	39.7650
B	4,708	56,493	27.1601	40.7402
	4,825	57,901	27.8368	41.7552
C	4,942	59,308	28.5135	42.7703
	5,067	60,798	29.2300	43.8450
D	5,191	62,289	29.9465	44.9198
	5,319	63,834	30.6893	46.0340
E	5,451	65,407	31.4458	47.1687
	5,586	67,036	32.2287	48.3431
F	5,722	68,663	33.0112	49.5168

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE C-6 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,142	37,699	18.1245	27.1868
	3,222	38,665	18.5888	27.8832
B	3,300	39,603	19.0399	28.5599
	3,383	40,596	19.5174	29.2761
C	3,466	41,590	19.9952	29.9928
	3,551	42,611	20.4862	30.7293
D	3,638	43,660	20.9903	31.4855
	3,728	44,736	21.5077	32.2616
E	3,820	45,840	22.0386	33.0579
	3,914	46,972	22.5825	33.8738
F	4,011	48,131	23.1398	34.7097

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	49.50	594.04
10-15 YEARS - 2.5%	82.51	990.07
15-20 YEARS - 3.5%	115.51	1,386.10
20+ YEARS - 5.0%	165.01	1,980.15

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE C-7 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,638	43,660	20.9903	31.4855
	3,728	44,736	21.5077	32.2616
B	3,820	45,840	22.0386	33.0579
	3,914	46,972	22.5825	33.8738
C	4,011	48,131	23.1398	34.7097
	4,110	49,318	23.7105	35.5658
D	4,211	50,532	24.2942	36.4413
	4,317	51,802	24.9046	37.3569
E	4,420	53,044	25.5017	38.2526
	4,531	54,368	26.1385	39.2078
F	4,643	55,720	26.7885	40.1828

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	57.30	687.60
10-15 YEARS - 2.5%	95.50	1,146.01
15-20 YEARS - 3.5%	133.70	1,604.41
20+ YEARS - 5.0%	191.00	2,292.01

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE C-8 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,820	45,840	22.0386	33.0579
	3,914	46,972	22.5825	33.8738
B	4,011	48,131	23.1398	34.7097
	4,110	49,318	23.7105	35.5658
C	4,211	50,532	24.2942	36.4413
	4,317	51,802	24.9046	37.3569
D	4,420	53,044	25.5017	38.2526
	4,531	54,368	26.1385	39.2078
E	4,643	55,720	26.7885	40.1828
	4,761	57,128	27.4653	41.1980
F	4,876	58,506	28.1286	42.1929

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE C-9 - SEIU

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE
A	4,462	53,540	25.7403
	4,572	54,865	26.3772
B	4,685	56,217	27.0275
	4,802	57,624	27.7040
C	4,919	59,032	28.3807
	5,041	60,495	29.0841
D	5,165	61,985	29.8005
	5,294	63,530	30.5435
E	5,423	65,076	31.2865
	5,559	66,705	32.0695
F	5,694	68,333	32.8522

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEAR - 1.5%	58.03	696.32
10-15- YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 9-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	10.8461	16.2692	22,559.89	1,879.99
B	11.3810	17.0715	23,672.48	1,972.71
C	11.9544	17.9316	24,865.15	2,072.10
D	12.5541	18.8312	26,112.53	2,176.04
E	13.1928	19.7892	27,441.02	2,286.75
F	13.8578	20.7867	28,824.22	2,402.02

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	29.59	355.09
10-15 YEARS - 2.5%	49.32	591.81
15-20 YEARS - 3.5%	69.04	828.54
20+ YEARS - 5.0%	98.64	1,183.62

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 8-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	11.9544	17.9316	24,865.15	2,072.10
B	12.5541	18.8312	26,112.53	2,176.04
C	13.1928	19.7892	27,441.02	2,286.75
D	13.8578	20.7867	28,824.22	2,402.02
E	14.5616	21.8424	30,288.13	2,524.01
F	15.2786	22.9179	31,779.49	2,648.29

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	32.64	391.69
10-15 YEARS - 2.5%	54.40	652.81
15-20 YEARS - 3.5%	76.16	913.94
20+ YEARS - 5.0%	108.80	1,305.63

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 7-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	13.1928	19.7892	27,441.02	2,286.75
B	13.8578	20.7867	28,824.22	2,402.02
C	14.5616	21.8424	30,288.13	2,524.01
D	15.2786	22.9179	31,779.49	2,648.29
E	16.0478	24.0717	33,379.42	2,781.62
F	16.8561	25.2842	35,060.69	2,921.72

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	36.03	432.36
10-15 YEARS - 2.5%	60.05	720.61
15-20 YEARS - 3.5%	84.07	1,008.85
20+ YEARS - 5.0%	120.10	1,441.21

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 6-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	14.5616	21.8424	30,288.13	2,524.01
B	15.2786	22.9179	31,779.49	2,648.29
C	16.0478	24.0717	33,379.42	2,781.62
D	16.8561	25.2842	35,060.69	2,921.72
E	17.7163	26.5745	36,849.90	3,070.83
F	18.6029	27.9044	38,694.03	3,224.50

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	39.72	476.69
10-15 YEARS - 2.5%	66.21	794.49
15-20 YEARS - 3.5%	92.69	1,112.28
20+ YEARS - 5.0%	132.41	1,588.97

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 5-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	16.0478	24.0717	33,379.42	2,781.62
B	16.8561	25.2842	35,060.69	2,921.72
C	17.7163	26.5745	36,849.90	3,070.83
D	18.6029	27.9044	38,694.03	3,224.50
E	19.5286	29.2929	40,619.49	3,384.96
F	20.5062	30.7593	42,652.90	3,554.41

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	43.83	525.91
10-15 YEARS - 2.5%	73.04	876.52
15-20 YEARS - 3.5%	102.26	1,227.12
20+ YEARS - 5.0%	146.09	1,753.03

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 4-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	17.7163	26.5745	36,849.90	3,070.83
B	18.6029	27.9044	38,694.03	3,224.50
C	19.5286	29.2929	40,619.49	3,384.96
D	20.5062	30.7593	42,652.90	3,554.41
E	21.5621	32.3432	44,849.17	3,737.43
F	22.6442	33.9663	47,099.94	3,924.99

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	48.37	580.41
10-15 YEARS - 2.5%	80.61	967.35
15-20 YEARS - 3.5%	112.86	1,354.29
20+ YEARS - 5.0%	161.23	1,934.70

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 3-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	19.5286	29.2929	40,619.49	3,384.96
B	20.5062	30.7593	42,652.90	3,554.41
C	21.5621	32.3432	44,849.17	3,737.43
D	22.6442	33.9663	47,099.94	3,924.99
E	23.7654	35.6481	49,432.03	4,119.34
F	24.9645	37.4468	51,926.16	4,327.18

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	53.32	639.79
10-15 YEARS - 2.5%	88.86	1,066.32
15-20 YEARS - 3.5%	124.40	1,492.85
20+ YEARS - 5.0%	177.72	2,132.64

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
MAINTENANCE AND TRADE
RANGE 2-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	21.5621	32.343	44,849.17	3,737.43
B	22.6442	33.966	47,099.94	3,924.99
C	23.7654	35.648	49,432.03	4,119.34
D	24.9645	37.447	51,926.16	4,327.18
E	26.2162	39.324	54,529.70	4,544.14
F	27.5197	41.280	57,240.98	4,770.08

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
NON-EXEMPT - 40 HOUR WEEK
RANGE 6-R

Exhibit D

ROAD DEPARTMENT

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	15.3829	23.0744	31,996.43	2,666.37
B	16.1520	24.2280	33,596.16	2,799.68
C	16.9472	25.4208	35,250.18	2,937.51
D	17.8077	26.7116	37,040.02	3,086.67
E	18.6942	28.0413	38,883.94	3,240.33
F	19.6199	29.4299	40,809.39	3,400.78

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	42.00	503.94
10-15 YEARS - 2.5%	69.99	839.90
15-20 YEARS - 3.5%	97.99	1,175.87
20+ YEARS - 5.0%	139.98	1,679.81

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
NON-EXEMPT - 40 HOUR WEEK
RANGE 7-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	16.9472	25.4208	35,250.18	2,937.51
B	17.8077	26.7116	37,040.02	3,086.67
C	18.6942	28.0413	38,883.94	3,240.33
D	19.6199	29.4299	40,809.39	3,400.78
E	20.6105	30.9158	42,869.84	3,572.49
F	21.6405	32.4608	45,012.24	3,751.02

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	46.30	555.60
10-15 YEARS - 2.5%	77.17	926.00
15-20 YEARS - 3.5%	108.03	1,296.40
20+ YEARS - 5.0%	154.33	1,852.00

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
NON-EXEMPT - 40 HOUR WEEK
RANGE 8-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	18.6942	28.0413	38,883.94	3,240.33
B	19.6199	29.4299	40,809.39	3,400.78
C	20.6105	30.9158	42,869.84	3,572.49
D	21.6405	32.4608	45,012.24	3,751.02
E	22.7223	34.0835	47,262.38	3,938.53
F	23.8566	35.7849	49,621.73	4,135.14

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	51.01	612.14
10-15 YEARS - 2.5%	85.02	1,020.23
15-20 YEARS - 3.5%	119.03	1,428.33
20+ YEARS - 5.0%	170.04	2,040.47

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
NON-EXEMPT - 40 HOUR WEEK
RANGE 9-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	20.6105	30.9158	42,869.84	3,572.49
B	21.6405	32.4608	45,012.24	3,751.02
C	22.7223	34.0835	47,262.38	3,938.53
D	23.8566	35.7849	49,621.73	4,135.14
E	25.0557	37.5836	52,115.86	4,342.99
F	26.3073	39.4610	54,719.18	4,559.93

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2017 - 2018 CURRY COUNTY
SALARY CONVERSION TABLE
NON-EXEMPT - 40 HOUR WEEK
RANGE 10-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	22.7223	34.0835	47,262.38	3,938.53
B	23.8566	35.7849	49,621.73	4,135.14
C	25.0557	37.5836	52,115.86	4,342.99
D	26.3073	39.4610	54,719.18	4,559.93
E	27.6109	41.4164	57,430.67	4,785.89
F	28.9929	43.4894	60,305.23	5,025.44

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-1

Exhibit E

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,472	41,662	20.0300	30.0450
B	3,644	43,722	21.0203	31.5305
C	3,826	45,906	22.0703	33.1055
D	4,018	48,216	23.1808	34.7712
E	4,218	50,619	24.3361	36.5042
F	4,429	53,147	25.5515	38.3273

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	54.65	655.83
10-15 YEARS - 2.5%	91.09	1,093.06
15-20 YEARS - 3.5%	127.52	1,530.28
20+ YEARS - 5.0%	182.18	2,186.11

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-2

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,644	43,722	21.0203	31.5305
B	3,826	45,906	22.0703	33.1055
C	4,018	48,216	23.1808	34.7712
D	4,218	50,619	24.3361	36.5042
E	4,429	53,147	25.5515	38.3273
F	4,653	55,831	26.8416	40.2624

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	57.38	688.59
10-15 YEARS - 2.5%	95.64	1,147.66
15-20 YEARS - 3.5%	133.89	1,606.72
20+ YEARS - 5.0%	191.28	2,295.31

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-3

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,826	45,906	22.0703	33.1055
B	4,018	48,216	23.1808	34.7712
C	4,218	50,619	24.3361	36.5042
D	4,429	53,147	25.5515	38.3273
E	4,653	55,831	26.8416	40.2624
F	4,884	58,609	28.1772	42.2658

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-4

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,592	43,104	20.7231	31.0847
B	3,772	45,266	21.7626	32.6439
C	3,962	47,544	22.8577	34.2866
D	4,159	49,909	23.9945	35.9918
E	4,368	52,417	25.2003	37.8005
F	4,584	55,011	26.4478	39.6717

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	56.58	678.99
10-15 YEARS - 2.5%	94.30	1,131.66
15-20 YEARS - 3.5%	132.03	1,584.32
20+ YEARS - 5.0%	188.61	2,263.31

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-5

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,772	45,266	21.7626	32.6439
B	3,962	47,544	22.8577	34.2866
C	4,159	49,909	23.9945	35.9918
D	4,368	52,417	25.2003	37.8005
E	4,584	55,011	26.4478	39.6717
F	4,815	57,779	27.7785	41.6678

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-6

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,962	47,544	22.8577	34.2866
B	4,159	49,909	23.9945	35.9918
C	4,368	52,417	25.2003	37.8005
D	4,584	55,011	26.4478	39.6717
E	4,815	57,779	27.7785	41.6678
F	5,055	60,662	29.1646	43.7469

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-7

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,258	39,097	18.7964	28.1946
B	3,420	41,041	19.7313	29.5970
C	3,592	43,105	20.7236	31.0854
D	3,772	45,259	21.7589	32.6384
E	3,961	47,533	22.8522	34.2783
F	4,158	49,895	23.9882	35.9823

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	51.30	615.62
10-15 YEARS - 2.5%	85.50	1,026.03
15-20 YEARS - 3.5%	119.70	1,436.44
20+ YEARS - 5.0%	171.00	2,052.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-8

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,420	41,041	19.7313	29.5970
B	3,592	43,105	20.7236	31.0854
C	3,772	45,259	21.7589	32.6384
D	3,961	47,533	22.8522	34.2783
E	4,158	49,895	23.9882	35.9823
F	4,367	52,408	25.1960	37.7940

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	53.88	646.58
10-15 YEARS - 2.5%	89.80	1,077.63
15-20 YEARS - 3.5%	125.72	1,508.68
20+ YEARS - 5.0%	179.60	2,155.25

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-9

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,592	43,105	20.7236	31.0854
B	3,772	45,259	21.7589	32.6384
C	3,961	47,533	22.8522	34.2783
D	4,158	49,895	23.9882	35.9823
E	4,367	52,408	25.1960	37.7940
F	4,584	55,010	26.4472	39.6708

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	56.57	678.88
10-15 YEARS - 2.5%	94.29	1,131.46
15-20 YEARS - 3.5%	132.00	1,584.05
20+ YEARS - 5.0%	188.58	2,262.93

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-10

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,258	39,097	18.7964	28.1946
B	3,420	41,041	19.7313	29.5970
C	3,592	43,105	20.7236	31.0854
D	3,772	45,259	21.7589	32.6384
E	3,961	47,533	22.8522	34.2783
F	4,158	49,895	23.9882	35.9823

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	51.30	615.62
10-15 YEARS - 2.5%	85.50	1,026.03
15-20 YEARS - 3.5%	119.70	1,436.44
20+ YEARS - 5.0%	171.00	2,052.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-11

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,420	41,041	19.7313	29.5970
B	3,592	43,105	20.7236	31.0854
C	3,772	45,259	21.7589	32.6384
D	3,961	47,533	22.8522	34.2783
E	4,158	49,895	23.9882	35.9823
F	4,367	52,408	25.1960	37.7940

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	53.88	646.58
10-15 YEARS - 2.5%	89.80	1,077.63
15-20 YEARS - 3.5%	125.72	1,508.68
20+ YEARS - 5.0%	179.60	2,155.25

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-12

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,592	43,105	20.7236	31.0854
B	3,772	45,259	21.7589	32.6384
C	3,961	47,533	22.8522	34.2783
D	4,158	49,895	23.9882	35.9823
E	4,367	52,408	25.1960	37.7940
F	4,584	55,010	26.4472	39.6708

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	56.57	678.88
10-15 YEARS - 2.5%	94.29	1,131.46
15-20 YEARS - 3.5%	132.00	1,584.05
20+ YEARS - 5.0%	188.58	2,262.93

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-13

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,258	39,097	18.7964	28.1946
B	3,420	41,041	19.7313	29.5970
C	3,592	43,105	20.7236	31.0854
D	3,772	45,259	21.7589	32.6384
E	3,961	47,533	22.8522	34.2783
F	4,158	49,895	23.9882	35.9823

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	51.30	615.62
10-15 YEARS - 2.5%	85.50	1,026.03
15-20 YEARS - 3.5%	119.70	1,436.44
20+ YEARS - 5.0%	171.00	2,052.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-14

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,420	41,041	19.7313	29.5970
B	3,592	43,105	20.7236	31.0854
C	3,772	45,259	21.7589	32.6384
D	3,961	47,533	22.8522	34.2783
E	4,158	49,895	23.9882	35.9823
F	4,367	52,408	25.1960	37.7940

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	53.88	646.58
10-15 YEARS - 2.5%	89.80	1,077.63
15-20 YEARS - 3.5%	125.72	1,508.68
20+ YEARS - 5.0%	179.60	2,155.25

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-15

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,592	43,105	20.7236	31.0854
B	3,772	45,259	21.7589	32.6384
C	3,961	47,533	22.8522	34.2783
D	4,158	49,895	23.9882	35.9823
E	4,367	52,408	25.1960	37.7940
F	4,584	55,010	26.4472	39.6708

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	56.57	678.88
10-15 YEARS - 2.5%	94.29	1,131.46
15-20 YEARS - 3.5%	132.00	1,584.05
20+ YEARS - 5.0%	188.58	2,262.93

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-16

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,951	47,415	22.7958	34.1937
B	4,149	49,785	23.9349	35.9024
C	4,357	52,286	25.1374	37.7061
D	4,574	54,885	26.3870	39.5805
E	4,804	57,649	27.7157	41.5736
F	5,043	60,511	29.0920	43.6380

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-17

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,338	52,054	25.0258	37.5387
B	4,554	54,646	26.2719	39.4079
C	4,780	57,358	27.5762	41.3643
D	5,021	60,252	28.9673	43.4510
E	5,272	63,266	30.4163	45.6245
F	5,536	66,431	31.9380	47.9070

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-18

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,554	54,646	26.2719	39.4079
B	4,780	57,358	27.5762	41.3643
C	5,021	60,252	28.9673	43.4510
D	5,272	63,266	30.4163	45.6245
E	5,536	66,431	31.9380	47.9070
F	5,810	69,716	33.5174	50.2761

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-24

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,511	42,130	20.2550	30.3825
B	3,689	44,266	21.2818	31.9227
C	3,872	46,461	22.3371	33.5057
D	4,065	48,776	23.4501	35.1752
E	4,268	51,212	24.6211	36.9317
F	4,483	53,799	25.8648	38.7972

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	55.33	663.99
10-15 YEARS - 2.5%	92.22	1,106.65
15-20 YEARS - 3.5%	129.11	1,549.32
20+ YEARS - 5.0%	184.44	2,213.31

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-25

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,689	44,266	21.2818	31.9227
B	3,872	46,461	22.3371	33.5057
C	4,065	48,776	23.4501	35.1752
D	4,268	51,212	24.6211	36.9317
E	4,483	53,799	25.8648	38.7972
F	4,706	56,475	27.1516	40.7274

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.08	696.92
10-15 YEARS - 2.5%	96.79	1,161.53
15-20 YEARS - 3.5%	135.51	1,626.14
20+ YEARS - 5.0%	193.59	2,323.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-26

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	3,872	46,461	22.3371	33.5057
B	4,065	48,776	23.4501	35.1752
C	4,268	51,212	24.6211	36.9317
D	4,483	53,799	25.8648	38.7972
E	4,706	56,475	27.1516	40.7274
F	4,942	59,301	28.5103	42.7655

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2017 - 2018 CURRY COUNTY SHERIFF'S OFFICE
SALARY CONVERSION TABLE
RANGE S-27

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	2,890	34,685	16.6754	25.0131
B	3,035	36,415	17.5072	26.2608
C	3,186	38,232	18.3806	27.5709
D	3,347	40,163	19.3092	28.9638
E	3,513	42,153	20.2657	30.3986
F	3,688	44,258	21.2778	31.9167

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	45.52	546.22
10-15 YEARS - 2.5%	75.86	910.37
15-20 YEARS - 3.5%	106.21	1,274.52
20+ YEARS - 5.0%	151.73	1,820.75

SALARIES OF ELECTED OFFICIALS
FISCAL YEAR 2017-18

<u>POSITION</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Commissioner Huxley	833.33	10,000.00
Commissioner Gold	833.33	10,000.00
Commissioner Boice	3,872.42	44,469.00
County Sheriff	7,461.00	89,532.00
County Assessor	5,228.83	62,746.00
County Clerk	5,174.83	62,098.00
County Treasurer	5,127.00	61,524.00

EMPLOYEE ELIGIBILITY FOR LONGEVITY INCREASE
FISCAL YEAR 2017-18

<u>NAME</u>	<u>MONTH</u>	<u>%</u>	<u>VAC HRS</u>	
	<u>2017</u>			
Bob Halcumb	July	5.00	16.00	20 years
Jim Turner		5.00	16.00	20 years
Gary Wolford	August	5.00	16.00	20 years
Anthony Pagano		1.50	9.38	5 years
	September	3.50	14.00	15 years
Julie Swift	October	5.00	15.00	20 years
Tad Ringulet	December	1.50	10.00	5 years
	<u>2018</u>			
Don Hannen	January	1.50	10.00	5 years
Jeremy Dumire		1.50	10.00	5 years
Eric Hanson	February	2.50	12.00	10 years
Lena Rupe	March	1.50	10.00	5 years

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: DISPATCH IGA

AGENDA DATE^a: JUNE 21, 2017 **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: Commissioners Boice, Gold, and Huxley **PHONE/EXT:**

TODAY'S DATE: June 14

BRIEF BACKGROUND OR NOTE^b: IGA between the County, through the Sheriff's Office and the City of Gold Beach for the continued provision of radio/phone/paging dispatch services for the City police, fire, and after-hours public works department.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

(1)Intergovernmental Agreement for Curry County Dispatch Services. 8 total pages

(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: Jodi Fritts

☒ Send Printed Copy to:

Address: City of Gold Beach

☒ Email a Digital Copy to:

City/State/Zip: 29592 Ellensburg Ave GB

☒ Other the City of Gold Beach will collect the original signed IGA after recordation

Phone: 541-247-7029

Due date to send: July /3 / 2017

Email: jfritts@goldbeachoregon.gov

***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) To avoid potential litigation with the City of Gold Beach

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 FOR CURRY COUNTY DISPATCH SERVICES

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and the City of Gold Beach (Subscriber or City); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office, currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services and City wishes to purchase Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2017 until June 30, 2020.

The County may terminate this agreement upon 365 days written notice to the City or as otherwise provided herein. City may terminate this agreement upon 120 days written notice or as otherwise provided herein. Either Party may terminate with fewer

than the required days' written notice only upon mutual, written agreement of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

Non-Appropriation: Notwithstanding any other provision for termination, County or Subscriber may terminate this agreement for non-appropriation. Each party's responsibility to expend money or other resources under this Agreement is contingent upon future appropriations as part of the Party's budget process and local budget law. Failure of either Party's Governing Body to appropriate sufficient funds to fulfill the terms of this agreement allows that party to terminate for non-appropriation.

SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide police, fire dispatch services, and public works after-hours dispatch services, on a 24-hour, seven-day-a-week basis ("the Services") to the City. Specifically, the County's Services shall include, at minimum, the following duties:

- A. As Gold Beach PSAP, answer and dispatch 911 emergency and non-emergency public safety calls for services;
- B. Radio dispatch Gold Beach police officers and fire department staff ;
- C. Phone dispatch on-call public works personnel after hours and on the weekends when City Hall is not staffed;
- D. Radio broadcast informational messages, including, but not limited to: attempts to locate, BOLOs, all points bulletins, street closures, weather and road hazards;
- E. Screen teletypes to supply information relevant to Gold Beach;
- F. Employ CAD system dispatch in accordance with all applicable laws and regulations, including, but not limited to, (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System (CJIS), Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training (DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM);
- G. Create and provide written and recorded call logs, LEDS information, and other necessary or legally-required services and assistance in connection with emergency dispatching for local public safety community per applicable agreements;
- H. All telephone and radio traffic traveling into or out of County Dispatch Center relevant to Gold Beach will be recorded and stored in compliance

with state law. Copies of such recordings shall be made available to Gold Beach on request;

- I. Enter calls for service into the CAD system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio CD will be produced;
- J. Provide Department of Motor Vehicles (DMV), NCIC, LEDS, and Curry County regional automated information as requested by field units and Gold Beach;
- K. Provide paging/cell calling services for fire and public works services. Paging service shall include after-hours paging/calling, and receiving and directing calls for services;
- L. Maintain backup radio and telephone equipment and provide backup emergency power for the main dispatch radio and telephone equipment and systems;
- M. Notwithstanding anything to the contrary in this IGA, County shall, at all times during the Term of this Agreement, provide backup dispatch services through a contract with the City of Brookings to serve as a backup center to provide emergency dispatch services in the event of an emergency that prevents County from providing services to Gold Beach.

Similar and related services not described above may be provided by agreement signed by both Parties.

County's responsibility is limited to accepting communications links from Subscribers. County shall have no responsibility for maintenance or support of communications lines and equipment except to contract with current communications provider or its subsidiaries, successors or approved contractors for 9-1-1 and E-9-1-1 lines and equipment and to provide for maintenance of other equipment and software required for County's effective operation of the system.

System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for and shall pay for maintenance upgrades and/or replacement of Subscriber's own equipment necessary to maintain compatibility and interoperability with County's system. However, County may ask Subscriber to pay County for other, non-Subscriber-owned, system maintenance costs and upgrades necessary to the operation of the system. If County seeks such costs from Subscriber, County shall first obtain Subscriber's written consent, which shall not be unreasonably withheld. Such costs will be allocated as provided in Section 4E below.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscriber shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made annually and due on or before the first business day of July annually.
- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including, but not limited to, portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System. After providing written consent to necessary system upgrades, Subscriber shall pay a pro-rata share (divided among all Subscribers or users of the system the percentage of system use) of such necessary upgrade costs necessary to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications System.

SECTION 5 EMPLOYEES

By entering this agreement, none of the participating agencies, their employees or representatives shall be considered employees or agents of the County or Subscribers for any purpose.

County shall retain control of its dispatch center personnel; monitoring, evaluating, training, and adequately staffing the dispatch center under the terms of this agreement. All such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

County shall have full authority and responsibility to hire, supervise, train, discipline, schedule, and assign personnel services provided under this Agreement. County shall have full discretion and authority to assign priority service among conflicting service demands at any time, and may contract to provide Dispatch Services to other Subscribers at its discretion; however County shall take no action which diminishes or degrades the level of service provided to Subscriber.

SECTION 6 HOLD HARMLESS

To the extent limited by the Oregon Tort Claims Act and the Oregon Constitution law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law, yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all third-party claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the system, services, or activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined by a court of competent jurisdiction to be caused by or result from the sole fault of the Party seeking defense or indemnity.

These provisions shall survive the termination of this Agreement.

SECTION 7 INCORPORATION OF FULL TERMS

This Intergovernmental Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this agreement.

SECTION 8 PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes any prior intergovernmental Agreements, whether oral or written, which are: 1) between the County and the City; and 2) retain County Dispatch Services for the City. This provision does not affect, nullify, or supersede the 911 Interagency Agreement North Central Curry County adopted March 26, 1990 and recorded as Court Book of Records 67 pages 246-251.

SECTION 9 SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

SECTION 10 INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SECTION 11 REMEDIES; MEDIATION

In the event that any party files litigation to enforce this Agreement, or any portion thereof, each party shall be responsible for their own attorney fees and costs, including attorney fees and costs upon appeal. The Parties agree not to file any lawsuits or participate in any litigation as adverse parties regarding this Agreement, until the below problem solving and mediation process has been followed.

In the event that either Party has concerns or questions about the services provided under this Agreement or about the interpretation or application of this Agreement, it will first provide written notice to the below representatives. Such notice shall fully explain the concerns or questions. The representatives shall meet and attempt to informally resolve the concerns or questions.

For Curry County:

Board Chairman, Board of Commissioners
Chief Administrative or Executive Officer
County Legal Counsel

For the City of Gold Beach:

Mayor
City Administrator
City Legal Counsel

If the informal problem solving process described above does not resolve the concerns or questions, the parties shall bring the concerns or questions to their respective Boards or Councils in open session or in a permitted executive session. If the Parties' Boards or Councils cannot resolve the issue, the Parties may then seek mediation per ORS 403.160.

SECTION 12 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed original and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement and no party will be required to produce an original or all of the counterparts in making such proof.

Signed: **CURRY COUNTY:**

	/ /
Thomas Huxley, Chair	Date

	/ /
Sue Gold, Vice Chair	Date

	/ /
Court Boice, Commissioner	Date

SUBSCRIBER: City of Gold Beach

	/ /
Name, Title	Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

On or before July 1, 2017, the City of Gold Beach will pay to the County an annual Dispatch Fee. The Dispatch Fee shall be an annual sum of \$41,000 for the fiscal year, which runs from July 1, 2017 until June 30, 2018. Thereafter the annual fee shall be due and payable on the first business day of July annually during the term of this IGA.

The Dispatch Fee will be increased by a maximum of two percent (2%) each fiscal year during the Term of this Agreement, as further detailed below.

Payment Schedule

Fiscal Year 2017-2018	\$41,000
Fiscal Year 2018-2019	\$41,820
Fiscal Year 2019-2020	\$42,657

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:** Dispatch IGA for the City of Gold Beach**AGENDA DATE^a:** 06/28/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 15 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Sheriff Ward **PHONE/EXT:** 3322 **TODAY'S DATE:** 6/19/17**BRIEF BACKGROUND OR NOTE^b:** IGA to provide police dispatch and 911 services to City of Gold Beach. IGA to provide fire dispatch services to City of Gold Beach.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)IGA for City of Gold Beach and Gold Beach Police Department

(2)IGA for Gold Beach Fire

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:

^c**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 ☒

INTERGOVERNMENTAL AGREEMENT FOR CURRY COUNTY DISPATCH SERVICES

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and City of Gold Beach and Gold Beach Police Department (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2017, to June 30, 2018.

A Party can terminate its participation in the agreement upon 90 days written notice to all of the other parties. Either Party may terminate with fewer than 90 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

Non Appropriation: Notwithstanding any other provision for termination, County or Subscriber may terminate this agreement for non-appropriation. Each party's responsibility to expend money or other resources under this Agreement is contingent upon future appropriations as part of the Party's budget process and local budget law. Failure of either Party's Governing Body to appropriate sufficient funds to fulfill the terms of this agreement allows that party to terminate for non-appropriation.

SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide Dispatch Services on a 24-hour, seven-day-a-week basis.
Dispatch Services Include:

- A. Answer and dispatch 9-1-1 emergency and non-emergency calls for service;
- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDS, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.
- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.

- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
- L. Provide regular updates to the subscribers regarding any complaints of public or private concerns concerning that subscriber. County will respond to and address complaints in accordance with best practices, and update subscribers as to the outcomes.
- M. Provide agreed-upon routine testing at Subscriber's request.

Similar and related services not described above may be provided by agreement authorized by Sheriff or Sheriff's designee.

County's responsibility is limited to accepting communications links from Subscribers. County shall have no responsibility for maintenance or support of communications lines and equipment except to contract with current communications provider or its subsidiaries, successors or approved contractors for 9-1-1- and E-9-1-1 lines and equipment and to provide for maintenance of other equipment and software required for County's effective operation of the system.

System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis at the end of each quarter when billed and within thirty days. Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

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By entering this agreement, none of the participating agencies, their employees or representatives shall be considered employees or agents of the County or Subscribers for any purpose.

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hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

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To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

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This Agreement, upon its effective date, supersedes any prior intergovernmental agreements over the same subject matter.

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SECTION 12 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

Signed:

CURRY COUNTY:

John Ward
John Ward, Sheriff

6 / 19 / 17
Date

Thomas Huxley, Chair

Date

Sue Gold, Vice Chair

Date

Court Boice

Date

SUBSCRIBER [NAME: _____]:

Name, Title

Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

Average Hourly Personnel Cost	\$30
Approximate average call time	.25 hr
Call time rate (\$30 x .25)	\$7.50 per call

Continuing with fiscal year 2017/2018, City of Gold Beach Police Services will be billed quarterly for the most recent past quarter's call history. Curry County will bill accordingly as specified in the IGA and agrees not to exceed \$41,000 for the dispatch services for the fiscal year 2017/2018. Call stats will be provided with each billing.

Provider and Subscriber may meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

INTERGOVERNMENTAL AGREEMENT FOR CURRY COUNTY DISPATCH SERVICES

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Gold Beach Fire (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
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Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

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SECTION 6 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

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SECTION 9 SEVERABILITY

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SECTION 10 INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SECTION 11 REMEDIES

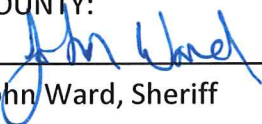
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Signed:

CURRY COUNTY:



John Ward, Sheriff

6 / 19 / 17

Date

Thomas Huxley, Chair

/ /

Date

Sue Gold, Vice Chair

/ /

Date

Court Boice

/ /

Date

SUBSCRIBER [NAME: _____]:

Name, Title

/ /

Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

Average Hourly Personnel Cost	\$30
Approximate average call time	.5 hr
Call time rate (\$30 x .25)	\$15.00 per call

Continuing with fiscal year 2017/2018 Gold Beach Fire will be billed for dispatch during the first quarter for the year.

NOTE:

Rural Fire and Volunteer Fire Annual Flat Rate	\$100.00

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:** Overcharging of south Curry County citizens by Sutter Coast Hospital**AGENDA DATE^a:** 6/21/17 **DEPARTMENT:** BOC **TIME NEEDED:** 2 Min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Gold**PHONE/EXT:** 3260 **TODAY'S DATE:** 6/13/17**BRIEF BACKGROUND OR NOTE^b:** Sutter Coast Hospital^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1)Letter

(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:** Old Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☒
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☒ **No** ☐Commissioner Court Boice **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



**Curry County
Board of Commissioners**

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

June 12, 2017

Sutter Coast Hospital Board of Directors
Mitch Hanna, CEO
Sutter Coast Hospital
800 E. Washington Blvd.
Crescent City, CA 95531

Dear Mr. Hanna and Sutter Coast Hospital Board of Directors:

It has come to our attention that citizens of south Curry County (those in the 97415 area code) are being grossly overcharged for health care at Sutter facilities in our region. It is also important to note that the citizens in the 97415 area code use 26% of the inpatient care at Sutter Coast Hospital (Data from California Office of Statewide Health Planning and Development). Sutter Coast Hospital is charging up to ten times more than other local providers for identical tests, and thousands of dollars more for imaging studies and procedures as compared to neighboring hospitals.

Sutter Coast Hospital has monopoly power and tax exempt privilege. Sutter Coast Hospital is the only non-Critical Access in our region, and operates the only emergency room with general surgery, orthopedic surgery, and intensive care specialty coverage. We are concerned Sutter Coast Hospital is using its monopoly to leverage higher charges to County residents.

We further understand that EmCare Holdings, Inc., by way of an exclusive contract with Sutter Coast Hospital, is supplying physicians for the Sutter Coast operating "out of network" for most local insurance plans, and are charging patients over \$2,000 for doctor evaluations—more than 10 times the maximum allowable charge for local insurance carriers. EmCare's "out of network" status allows it to exceed the maximum allowable charges established for "in network" providers. EmCare's higher charges are being passed on to local residents, resulting in higher out of pocket costs. In addition, EmCare's "out of network" status results in charges being applied to patients' separate, "out of network" deductibles.

Sutter's high charges for care and its "out of network" emergency room physicians are a burden on residents and visitors to our region. On behalf of the southern Curry County residents, we would ask you to consider termination of Sutter Coast Hospital's contract with EmCare Holdings, Inc., and cease entering into future contracts with individuals or

organizations which operate “out of network” for local insurance plans, or which charge fees that are higher than those set for “in network” providers.

In the event Sutter Coast Hospital does not discontinue its practice of contracting with “out of network” providers, we ask that you notify the public of the fee schedule for “out of network” providers which conduct business at Sutter facilities in our region. We believe patients should be notified that they will be subject to out of network fees before they are treated.

We represent the citizens of Curry County. On behalf of our constituents, we hope Sutter Coast Hospital will be more transparent with its fees and those of its contracted providers, and provide care at rates within market averages.

Sincerely,

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice

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

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:** Commissioner Liaison Changes**AGENDA DATE^a:** 6-28-17 **DEPARTMENT:** **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 6-20-17**BRIEF BACKGROUND OR NOTE^b:** Commissioner Boice is Requesting an opportunity to give to the BOC a response and recommended adjustment to previous General Meeting that follows ...

"Department head currently has two Liaison Commissioners. Change to one commissioner and make two other changes to offset the above change".

^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

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3. If job description, Salary Committee reviewed: **Yes** ☐ **No** ☐ **N/A** ☒
4. If hire order requires an UA, is it approved? **Yes** ☐ **No** ☐ **Pending** ☐ **N/A** ☒

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** **Administrative Actions****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☒ **No** ☒
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley	Yes ☐ No ☐
Commissioner Sue Gold	Yes ☒ No ☐
Commissioner Court Boice	Yes ☒ No ☐

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