



# CURRY COUNTY BOARD OF COMMISSIONERS

## GENERAL MEETING

Wednesday August 2, 2017 – 10:00 AM  
Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

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

### 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. Travel Policy - Old Business (15 min)
- B. Intergovernmental Agreement (IGA) with Department of Education (DOE) (5 min)

#### 3. APPROVAL OF AGENDA (5 minutes)

#### 4. ANNOUNCEMENTS

- A. August 9, 2017 Board of Commissioners' Workshop at 10AM –Commissioners' Hearing Room  
Brookings Head Start and Emergency Management Coordinator
- B. August 16, 2017 Board of Commissioners' General Meeting at 10AM –Commissioners' Hearing Room
- C. August 17, 2017 Board of Commissioners' Workshop at 6PM – SWOCC Campus, Brookings Health Services

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

#### 6. CONSENT CALENDAR

- A. Appointment to the Mountain Drive Special Road District Board (3 min)
- B. Order Correcting Scrivener's Error in Order No. 20305 (2 min)
- C. New Hire / Parks and Community Service Coordinator (5 min)
- D. Minutes from April 5, 2017 General Meeting (2 min)

#### 7. PUBLIC HEARING AT 11AM

- A. Curry County Comprehensive Plan and Zoning Ordinance Amendments Related to Natural Hazards

#### 8. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. None

***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.***

General Meeting  
August 2, 2017 10AM

**9. PRESENTATIONS**

- A. Curry County Comprehensive Plan and Zoning Ordinance Amendments Related to Natural Hazards (40 min)

**10. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS**

- A. None

**11. NEW BUSINESS**

- A. None

**12. OLD BUSINESS**

- A. None

**13. COMMISSIONER UPDATES/LIASON & DEPARTMENT ACTIVITY REPORTS**

- A. Zoning Ordinance Public Hearings

**14. EXECUTIVE SESSION**

**15. ADJOURN**

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General Meeting  
August 2, 2017 10AM

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

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

**AGENDA ITEM TITLE:** Order adopting Elected Official Travel Policy

**AGENDA DATE<sup>a</sup>:** 08/02/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 15 min

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

**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 07/28/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Continued from June 28, 2017 and July 19, 2017 meeting. 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.

<sup>b</sup>Indicate 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
- 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:**    **Old Business**

**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 OFFICIAL  
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 \$1,500 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 regardless of budget line item.

The Sheriff and Sheriff Department 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 exceeding \$1,500 not pre-approved by the Board will be the personal responsibility of the Commissioner or Elected Official. 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 \$1,500**

All elected official cumulative travel expenses that exceed \$1,500 within a single fiscal year sought to be paid for by County funds require pre-approval by majority vote of the Board. The Board may but is not required to, consider factors such as those described in (B)(1)(c) when deciding requests for such travel expenses.

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 \$1,500 annual limit, the following rules apply**

**1. 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.**

The County will not expend funds for Commissioner or Elected Official Training or Meeting travel within Curry County. This section does not apply to the Assessor while conducting assessments.

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b. Use of County Vehicles for out-of-county in-state travel

Commissioners and Elected Officials are encouraged (not required) to use County vehicles or public transportation before using private vehicles when conducting County business out of County but within the state.

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.

Reasonable incidental personal activities include obtaining meals and services and providing for other usual personal needs. It is expected that personal use of County vehicle will be confined to the immediate area of necessary 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 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;
- e) Whether County business will be jeopardized by the trip

2. Use of Personal Vehicle

- a) When County vehicle is available.

While not encouraged, Commissioners and Elected Officials may use a personal vehicle when conducting County business out of County but within the state. 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.

### 3. 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. The County will conduct a DMV background check annually on Public Officials who use County vehicles.

### 4. Meal Per Diem Outside the County within the State or Outside the State

Commissioner or Elected Official 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 Official chooses 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 Official chooses 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 \$42.00 for each full twenty-four (24) hour period.

Receipts are not required to support payment of per diem. 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.

5. Budget Limitations

Commissioner and Elected Official Travel, Meals and Lodging may only be paid from appropriated budget line items in their respective approved budgets.

Any claim paid for travel expenses outside of the respective Commissioner or Elected Official budget Travel Expense Accounts not pre-approved by a majority vote of the Board of Commissioners shall be the personal responsibility of the Commissioner or Elected Official.

6. 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. If the County Accountant exercised his or her option to approve any unexpected expense, the County Accountant shall then file a written report for information purposes for the Board to review at its next regular business meeting.

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

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

**AGENDA ITEM TITLE:** IGA w Oregon Department of Education for Juvenile Crime Prevention

**AGENDA DATE<sup>a</sup>:** 8/02/17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 5 min

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

**CONTACT PERSON:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 7/28/17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** 2017-2019 IGA with Oregon Department of Education to provide JCP and diversion services to youth in Curry County. Curry County will receive \$45,000.00 over a two year period to provide this service.

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Agreement

- (1)Department of Education IGA 11068
- (2)Exhibit C

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: Karen K Harrison

Send Printed Copy to:

Address: 255 Capitol Street NE

Email a Digital Copy to:

City/State/Zip: Salem, Oregon 97301

Other

Phone: 503-947-5792

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:
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4. If hire order requires an UA, is it approved? Yes  No  Pending  N/A

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** (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

Agreement No. **11068**

This Agreement is between the State of Oregon acting by and through its **Oregon Department of Education, Youth Development Division** (“Agency”) and **Curry County** (“County”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

### SECTION 2: PURPOSE

WHEREAS, House Bill 3231, chapter 37, and 2015 Oregon Revised Statutes (ORS) 417.850(5), Additional duties of Youth Development Council, authorizes the agency to ensure initiation of contracts based on approved local high-risk juvenile crime prevention plans and oversee contract changes.

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

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:

### SECTION 3: EFFECTIVE DATE AND DURATION

Upon signature by all applicable parties, this Agreement shall be effective on **July 1, 2017**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.

### SECTION 4: AUTHORIZED REPRESENTATIVES

#### 4.1 Agency’s Authorized Representative is:

Anya Sekino  
255 Capitol St NE  
Salem, OR 97310  
503.378.5156 Fax  
503.378.5115 Office  
[anya.sekino@state.or.us](mailto:anya.sekino@state.or.us)

4.2 County's Authorized Representative is:

Thomas C. Huxley  
94235 Moore Street  
Suite 122  
Gold Beach, OR 97444  
541.247.3296 Office  
541.247.2718 Fax  
[huxleyT@co.curry.or.us](mailto:huxleyT@co.curry.or.us)

A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 County shall perform the work set forth on Exhibit F (Budget Distribution-Approved JCP Work Plan), attached hereto and incorporated herein by this reference.
- 5.2 Agency shall pay County as described in Section 6.

## SECTION 6: COMPENSATION AND PAYMENT TERMS

### EXPENSE REIMBURSEMENT SUBJECT TO A CAP

Agency shall reimburse County, up to but not in excess of **\$45,000.00**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed to Agency's satisfaction during the prior quarter, after submission of a satisfactory invoice.

## SECTION 7: REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

- 7.1 County is a County duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) 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 (c) 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 party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 7.3 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;
- 7.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will

apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## **SECTION 8: 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 or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for 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, to or 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. Except as provided in this section, neither party waives 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 other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "**County Intellectual Property**" means any intellectual property owned by County and developed independently from the work under this Agreement.
  - 9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than County or Agency.
  - 9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement and all intellectual property rights therein.
- 9.2 All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an

employment to invent, shall be the exclusive property of Agency. Agency and County agree that any Work Product that is an original work of authorship created by County under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by County under this Agreement is a derivative work based on County Intellectual Property, or is a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by County under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3 If Work Product is County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4 If Work Product is Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5 If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 10: CONTRIBUTION**

- 10.1 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party,

along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a 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 contribution obligation under this Section 10 with respect to the Third Party Claim.

- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim ), Agency 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 County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of 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. Agency'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.
- 10.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), 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 Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency 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. 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.

## **SECTION 11: COUNTY DEFAULT**

County will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by County in this Agreement 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;
- 11.3** County (a) 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, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the

benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) 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 (h) takes any action for the purpose of effecting any of the foregoing; or

- 11.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) 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).

## **SECTION 12: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 13: REMEDIES**

- 13.1** In the event County is in default under Section 11, 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: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. 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.
- 13.2** In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will 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 13.2, County shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to County under this Agreement, or any other agreement between Agency and County, exceed the amount to which County is entitled, Agency may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**16.2** Agency may terminate this Agreement as follows:

**16.2.1** Upon 30 days advance written notice to County;

**16.2.2** Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.2.3** Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**16.2.4** Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

**16.2.5** As otherwise expressly provided in this Agreement.

**16.3** County may terminate this Agreement as follows:

**16.3.1** Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or

guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

**16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**16.3.4** As otherwise expressly provided in this Agreement.

**16.4** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

## **SECTION 17: INSURANCE**

County shall maintain insurance as set forth in Section 24, and incorporated herein by this reference.

## **SECTION 18: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 19: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.



## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 23: COUNTERPARTS**

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

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. 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 Agency, that employ subject workers who conduct Activities 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 by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

## **SECTION 25: INDEPENDENT CONTRACTORS**

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 State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, 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 or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 34: ADDITIONAL REQUIREMENTS**

County shall comply with the additional requirements set forth in Exhibit D and Exhibit E, attached hereto and incorporated herein by this reference.

## **SECTION 35: 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      General Definitions  
Exhibit B      Funding Area Descriptions &  
                    Program Definitions  
Exhibit C      Award  
Exhibit D      Special Terms and Conditions

Exhibit E Additional Terms and Conditions  
Exhibit F Approved Budget Distribution - JCP Plan

**SECTION 36: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

\_\_\_\_\_  
Karen K Harrison, Contracting Officer Date

**Curry County**

\_\_\_\_\_  
Name, Title Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

**Jake J. Hogue, Assistant Attorney General via email** 06/28/2017  
Name, Title Date

## EXHIBIT A GENERAL DEFINITIONS

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

1. **"Activity" or "Service"** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 8.
5. **"Agreement"** means this 2017-2019 County Intergovernmental Agreement.
6. **"General Funds"** means all funds paid to County under this Agreement.
7. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
8. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.
9. **"Misexpenditure"** has the meaning set forth in Section C of Exhibit E.
10. **"Provider"** has the meaning set forth as used in Exhibit B Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
13. **"Underexpenditure"** has the meaning set forth in Section C of Exhibit E.

## EXHIBIT B

### FUNDING AREA DESCRIPTION & PROGRAM DEFINITIONS

1. **Juvenile Crime Prevention (JCP).** JCP Services are described below.
  1. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit B:
    1. **"Client"** means any individual who receives a Service.
    2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
    3. **"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.
    4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
    5. **"JCP Basic Services" or "Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
    6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
    7. **"YDC"** means the Youth Development Council
    8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
    9. **"Juvenile Crime Prevention Services" or "JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.
    10. **"OYA"** means the Oregon Youth Authority.
    11. **"Plan"** means the County's High-Risk Juvenile Crime (JCP) Prevention Plan approved by YDC, the provisions of which are incorporated herein by this reference.
    12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements,

means any JCP Service or group of related services delivered as part of Plan implementation.

13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:

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

who are clearly demonstrating at-risk behaviors that have come to the attention government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system

14. **"YDD"** means the Youth Development Division.

15. **"Budget Distribution"** means document submitted as a Statement of Work that describes the proposed use of monies.

16. **"Lead JCP Agency"** mean an Agency appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement with the County.

- II. **GENERAL TERMS AND CONDITIONS.** In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. **Conditions Precedent to Disbursement.** Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.
- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit B to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 30 days after the termination of this Agreement

2. **Expenditure/Obligation of Award.** County may expend the JCP Funds

provided to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall 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 JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency
- b. County may expend JCP Funds solely on JCP Services.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its “Lead JCP Agency” appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

3. **Reports.** County shall submit to Agency, on forms designated by Agency, the following written reports:
  - a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.
  - b. During the term of this Agreement, a quarterly written, detailed expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
  - c. No later than 30 days after the termination of this Agreement, a written, detailed expenditure report on the County's expenditure of JCP Funds during the 2017-2019 Fiscal Year

### **III. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.**

#### **1. Plan**

##### **a. Plan Implementation**

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.



**b. Amendment to Plan**

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

2. **Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. **Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or

guardian, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. **Outcomes.** County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

## 5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify 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 Agency right arising out of County's default, as described in Exhibit E.

6. **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.

7. **Records Maintenance, Access and Confidentiality.** County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

**EXHIBIT C  
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2. JCP Prevention	\$xx,xxx.00		

**EXPLANATION OF AWARD**

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in the specified Funding Areas.

[The balance of this page is intentionally left blank.]

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

1. Special Restrictions on Expenditure of Award. In addition to any other restriction or limitation on County 's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in the local JCP Plan prepared by County and approved in writing by Agency. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
  
2. Carryover. Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with the local JCP Plan prepared by County and approved in writing by Agency, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 30 days after the termination of this Agreement shall be deemed Under-expenditure subject to recovery under Section 1 of Exhibit E.
  
3. Reporting. In accordance with the local JCP Plan prepared by County and approved in writing by Agency, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time.

[The balance of this page is intentionally left blank.]

**EXHIBIT E**  
**ADDITIONAL TERMS AND CONDITIONS**

**1. Disbursement, Use and Recovery of Award.**

- a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with the local JCP Plan prepared by County and approved in writing by Agency on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.
  
- b. **Conditions Precedent to Disbursement.** Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
  
  - (ii) No default as described in Section 11 of this Agreement or in Section 9 of this Exhibit E has occurred.
  
  - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  
  - (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.
  
- c. **Recovery of Award.**
  - (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination,

other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
- (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
  - (A) Made pursuant to Oregon Administrative Rules;
  - (B) Made with Agency's written discretion or approval; or
  - (C) Consistent with the local plans submitted by County and approved by the Agency.
- (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i) (d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of Underexpenditure or Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 30 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:
  - (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

- (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or
- (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c (ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

- (a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.**

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, "the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to



recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset; unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c(v)(d), nothing in this Section 1.c(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

**(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.**

- (a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (b) If the exercise of the Agency'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.
- (c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.
- (d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.
- (e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

- (vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 30 calendar days of the noticed modification.

2. **County Representations.** County represents 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 obligations 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 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 Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency 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 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 Agency is a party or by which Agency 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 Agency of this Agreement, other than approval by the Department of Justice if required by law.
  - c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, 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. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.
4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):
- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
  - b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
  - c. County may not use financial assistance 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 the effective date of this Agreement.
5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with the local JCP Plan prepared by County and approved in writing by Agency.
6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and

such subcontractors shall also be considered Providers 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 services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of .all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and other performance goals are being achieved. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 30 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions: County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.
- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers

by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

**d. Confidentiality of Client Information.**

- (i) All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (ii) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

**9. County Default.** In addition to the default provisions described in Section 11 of this Agreement (“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 Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance 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).

10. **Agency Default.** In addition to the default provisions described in Section 12 of this Agreement (“Agency Default”), Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency 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 Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:

- (i) At its sole discretion upon 30 days advance written notice to Agency, or
- (ii) 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; or
- (iii) Upon 30 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 reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, 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. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this' Agreement for a particular Funding Area described in the Award:

- (i) Upon 30 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 30 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its

administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 30 days from the date the action is taken.

- (iii) Immediately upon written notice to County 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 financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance 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 Agency 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 conduct an Activity and or 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 conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

## 12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency 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 Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency 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 Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- d. **Survival.** Notwithstanding Subsection a. through c. above, termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

- 13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency for implementation of the Services described in this Agreement, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to Agency for approval in a format and timeline prescribed by Agency. Such Service Plan shall be effective no sooner than the effective date of the funding change.



14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 30 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, non-binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.
  
15. **Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. 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 available under this Agreement or otherwise available at law or in equity.

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Exhibit F Approved Budget Distribution - JCP Plan



Local High Risk Juvenile  
Crime Prevention Plan  
2017-2019

CURRY COUNTY

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**Introduction:**

As per ORS 417.855, all counties in Oregon must develop a local high-risk juvenile crime prevention plan. The board of county commissioners designates an agency or organization to serve as the lead planning organization to facilitate the creation of a partnership among state and local public and private entities in each county. The partnership shall include, but it is not limited to, education representatives, public health representatives, local alcohol and drug planning committees, representatives of the court system, local mental health planning committees, city or municipal representatives and local public safety coordinating councils. Plans must use services and activities to meet the needs of a targeted population of youth who have more than one of the following risk factors:

- Antisocial behavior
- Poor family functioning or poor family support
- Failure in school
- Substance abuse problems
- Negative peer association
- Youth, clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, school or law enforcement and will lead imminent or increased involvement in the juvenile justice system

Curry County Juvenile Department and the Prevention Program are a backbone in the County. Parents know the doors are always open for help, from communicating with DHS, navigating mental health care and addictions, applying for Oregon Health Plan or Food Stamps. The staff has created a positive environment, that youth and parents feel welcome. There is always a cup of coffee, a piece of candy or even a snack. As a result of these efforts, Curry County had one of the lowest recidivism rates in Oregon, at 14.6% with a statewide number of 27.2%. The rate was down 6% from the previous year. These numbers are a direct result of the dedication of staff to the youth of the county, but also to the future of the county. It is evident prevention works, and Curry County despite looming budget crisis will continue their proactive work for the youth and their county.

### **1. Positive Youth Development Approach & Programming**

The Curry County Juvenile Department's Prevention Program addresses concerning the behavior of youth 10-17. Referrals are most often received from law enforcement, school staff, juvenile probation staff, family referral, and partner agencies. Once a referral is received it is reviewed by prevention staff, and most likely a meeting with the family and youth is scheduled to assess eligibility for the program. Eligible youth are determined by the Juvenile Crime Prevention Risk Assessment (JCP) and the Adverse Childhood Effects (ACE) score. Youth who score low-medium or above on the JCP assessment and youth with a score 3 or above on the ACE are considered for services. If the family and youth are interested in the program, enrollment paper is signed, which includes a release of information for the school, mental health, DHS, insurance information, and contact information for the youth and parents. The program is voluntary, so youth have to want to participate. Once the youth is enrolled, the prevention staff then determine what a positive approach is going to be. The first several meetings are usually used to build a positive rapport with the youth, and then the contacts begin to address any areas of concern from the JCP.

A majority of the youth who are enrolled in JCP services are disconnected from school and would be considered opportunity or priority youth. In recent months, school engagement or workforce involvement has been a priority for not only the Curry County Prevention Program but also the Juvenile Probation Department.

#### **The Curry County Juvenile Department Prevention Program Incorporates the following:**

**Coordination of Services:** If youth/family need counseling, physical health exams, dental exams, IEP assistance, the prevention staff will assist in making the appointments, transportation assistance, attend meetings, assist in Oregon Health Plan applications, or other accommodations or needs of the family and/or youth.

**Skill Building:** The prevention staff is trained in multiple evidence-based skill building programs. Programs available include; Thinking for a Change, Positive Action, Project Alert, Friendly Peersuasion, Strengthening Families, ART, EPICS, and Skillstreaming. These programs are provided in a group setting or individually depending on the needs of the youth/family.

**School Engagement Support:** For the priority, youth prevention staff has coordinated after school studying programs in all three school districts, these programs are designed to ensure youth do not fall behind, or if they are, there is an opportunity for them to get extra help. All programs provide transportation home for the youth involved. The Brookings-Harbor School District and the Port Orford-Langlois School District are entirely self-sufficient at this time and require no additional oversight from CCJD staff. The Central Curry School District, the Curry County Juvenile Department and the Gear-up Program have created a program for the late elementary, middle-school students, transportation is

provided, tutoring is available, and healthy snacks are available. The program started with about 6-7 kids at the beginning of the school year to now close to 30 every week. This program is not just for youth in the prevention program; it is for any youth struggling in school.

**Education Reengagement:** In coordination with all three school districts, the local community college, and the closest Job Corps campus, the prevention staff identifies with the youth what their most successful path may be. If they are 17 and credit deficient GED or Job Corps would be a better option. Staff can assist youth in doing a GED assessment, enroll in the class offered at the local community college, and provide transportation for youth to attend Job Corps interviews and visit the campus.

**Workforce Engagement:** The opportunity youth engaged in the Prevention Program are most often out of school, with no desire to go back. The prevention staff provides resume assistance, offsets the costs of their food handler's card, assists in filling out job applications, interview techniques, and clothes, and provides transportation. Offers assistant for youth to obtain their driver's license. The Prevention Program also can work with any youth who are over 15 and work with them on the work crew to gain knowledge and experience for their resume. Jobs include weed eating, general park maintenance, janitorial work, and litter patrol.

**Skillstreaming:** Is a four-part training approach--- modeling, role-playing, performance feedback, and generalization--- to teach essential prosocial skills and relationship skills to children and adolescents. The skills are most often used in conjunction with other skill building programs when it has been identified that youth are missing a particular skill or skillset.

**Effective Practices in Community Supervision (EPICS) and Cognitive—Behavioral tools (CBT):** teaching youth the link between thinking, feelings, and actions gives the opportunities to explore risky thinking and behavior patterns and replace these with; prosocial thinking, developing skills to evaluate positive and negative decisions, increase feelings identification, and emotional regulation and empathy.

All of the staff at the Curry County Juvenile Department prevention and probation staff are trained in EPICS, Skillstreaming, ART, Positive Action, and Thinking for a Change. This allows any of the staff to positively interact with youth and make the most out of any interaction. Most often the youth is the driver for what they want to get out of the Prevention Program; skill building is a standard approach.

The Prevention staff know the local resources and community agencies and broker services for youth and families with Curry Community Health, DHS-Child Welfare, Wally's House-Child Advocacy Center, Victim's Assistance and youth are referred to WRAP services. If necessary Developmental Disabilities and youth transition programs are used, if necessary outreach to local food banks and utility services when needed. Prevention staff also engages in collaborative partnerships with the 3 county school districts including attending

planning meetings and working with teachers and counselors to develop interventions that improve behavior and invite parent engagement. Supporting the value of educational involvement and academic success, all while holding the youth accountable is vital.

Over the last two years, the Curry County Juvenile Department has made a significant investment in mandated training for all employees. All employees have been trained in EPICS with CBT, ACE Study, and Adolescent Brain Development. Also the five-day curriculum training for Thinking for a Change, with Adult Parole & Probation, County Drug & Alcohol Counselors, and two county Mental Health Counselors.

The Curry County Juvenile Department focuses on creating a safe, supportive environment, positive interaction between youth and their families, and engagement of the youth in the Prevention Program. The entire juvenile department staffs each case every Monday to identify prosocial outcomes for all prevention and probation youth.

## **2. Juvenile Crime Prevention Risk Assessment Tool**

The Juvenile Crime Prevention Risk Assessment (JCP) is used to determine eligibility for services, alongside the Adverse Child Effects (ACE) Assessment. Youth eligible must score a low-medium or above, the ACE score is used if the youth scores a low-low medium to determine eligibility.

The JCP is used by the Curry County Juvenile Department Probation Officers and is integrated into our services. The JCP is a validated risk tool for the target population and assesses risks in domains that have been six identified through research to be tied to criminal behavior. The risk factors identified in the JCP are used to build an approach to assist the youth in the Prevention Program. Assessments are done upon initial referral, and re-assessments are scheduled for every six months.

The JCP assessment data is entered into the Juvenile Justice Information System (JJIS) for youth who are referred by law enforcement. All other referral sources data will be entered into the Youth Development Council (YDC) database when operational. When a youth leaves services, a closing report is done, signed off by the supervisor and a copy is mailed to the family.

## **3. Planning Process**

**Local Public Safety Coordinating Council (LPSCC)**-Director Jay Trost is an active member of the LPSC Council. The discussion regarding the level of services the Juvenile Department provides and the detail of our services was discussed at the January meeting. The Juvenile Department has a very proactive relationship with local law enforcement, dealing with trends or new issues very quickly.

**DHS-Child Welfare-** Both Prevention and Probation staff work closely with DHS, the first Monday after Dependency court, DHS staff and Juvenile Department staff mutual youth, or youth on the radar. The staff at DHS are pivotal in ensuring we are providing services that meet the needs of their youth as well as other at-risk youth. DHS is active in the planning of JCP efforts.

**Curry Community Health Addictions Program-** Jan Barker, Addictions Program Manager, is in full support of the programs that the Prevention Program has in place, we mutually support addictions treatment and their prevention efforts as well. Jan and her staff are key players in the planning process, we attended meetings discussing prevention efforts on January 24 and February 21.

**Curry Community Health Mental Health Program-** Mental Health Staff from Curry Community Health was in attendance at the above meetings and are also active in the planning process.

**Brookings-Harbor School District; Central Curry School District; Port Orford-Langlois School District-** In September of last year, Prevention Staff met with Principals and other staff regarding prevention planning efforts. All three districts supported skill building groups, one on one meetings and interaction, and after school help. Assistance with the looming truancy problem was also discussed; however, the law enforcement and prosecution are not there to follow through.

While we did not hold a formal planning process, it was presented with each group at meetings that were previously scheduled. Curry County is so small and tight on resources, that time is extra valuable. All of the agencies, partners, and programs that the Prevention Program works closely with is simply an email or phone call away, allowing for Prevention Staff to address any immediate needs quickly.

Among all partners, the following issues, needs, barriers, and service gaps have been identified: A need for more frequent or intensive outpatient addiction services, most youth are dependent on marijuana or alcohol and need a higher level of care than currently available within Curry County. Transportation is a barrier for almost every youth, and it is most likely unreliable or the family only has one car. If youth need services not provided in Curry County, it is a minimum 2 hour drive each way to receive those services. Targeted the opportunity youth is sometimes difficult, they often do not see staff as someone who is there to help, 20% of youth aged 16-24 in Curry County are not in school or not engaged in the workforce. Because Curry County is so small and rural, it is easy to identify gaps and barriers, but it is not very easy to address them. Prevention Staff and DHS staff provide transportation out of the county when available. Community norms are a barrier for school engagement, are a widespread problem, but there is not enough law enforcement or prosecutors to enforce the law.

Of the 35 youth referred to the Prevention Program last year, all but four youth identified as white or Caucasian, the remained four were African American and members of the same



household. 57% were male, while the remaining 43% were female. 57% of all referrals were for youth in the 13-15 age range.

#### **4. Relation to Local Data on Disproportionate Minority Contact (DMC)**

Minority youth are less than 1% of youth involved in the prevention program, and less than 3% in the Juvenile Justice program in Curry County. The county is predominately Caucasian 92%, with Hispanics making up about 6%, and Native Americans making up 2%, according to the most recent Census data.

We do not specifically address DMC because less than 1% of youth involved would be affected.

#### **5. Population to be Served**

The target population for the Curry County JCP services is all youth age range 10-17 that include youth that are offenders and youth that have not offended; the program can serve female and male clients. The population of youth enrolled in the program has two common risk factors; 1) Poor Family functioning or poor family support, and 2) academic failure. Youth are screened using the JCP Risk Assessment Tool. The Prevention Specialist will be responsible for reviewing referrals and setting intake appointments for youth – Intake is the process of reviewing the referral with the youth and parent(s)/guardian and the JCP Risk Assessment Tool, and ACE score is applied. Referrals are made to the program based on youth that has demonstrated anti-social behaviors, poor family functioning/poor family support, failure in school, substance abuse problems, or negative peer association. Referrals can be made from any of our collaborating agencies and programs.

#### **6. JCP Strategies and Outcomes**

Curry County Juvenile Department collects and tracks all JJIS information for youth with referrals and youth without a criminal referral are tracked in an internal spreadsheet. We can report all demographic information and service data described in Appendix H in the planning guidelines provided.

Outputs Currently Tracked include:

- Number of youth referred
- Location within County
- If youth assessed in for services
- What risk factors were identified
- The number of youth currently engaged in services

Outcomes will be measured by re-assessment after six months in the program, school success, program completion, and recidivism. Curry County will use JJIS, the internal spreadsheet, and ODE data, to identify program success and failure.

### 7. Evidence Based Practice and Cultural Appropriateness

**Skillstreaming:** Addresses the social skill needs of students who display aggression, immaturity, withdrawal, or other problem behaviors. This newly revised book offers the most up-to-date information for implementing the Skillstreaming approach, which utilizes modeling, role-playing, performance feedback, and transfer (homework). Students develop competence in dealing with interpersonal conflicts and learn to use self-control. The curriculum contains 50 skill lessons and includes six skill groups: Beginning Social Skills, Advanced Social Skills, Dealing with Feelings, Alternatives to Aggression, Dealing with Stress, and Planning Skills.

- Goldstein, A.P. & McGinnis, E. (1997). *Skillstreaming the Adolescent: New strategies and perspectives for teaching prosocial skills*. Champaign, IL: Research Press. [www.researchpress.com](http://www.researchpress.com)
- Evans, Amy, and Candice Stefanou. "Behavioral and academic effects of Skillstreaming the Adolescent for at-risk middle school students." *NERA Conference Proceedings* 2009. 2009.

**EPICS** is a promising program on National Institute of Justice, <http://www.crimesolutions.gov/> • Labrecque, Ryan M., and Paula Smith. 2015. "Does Training and Coaching Matter? An 18-Month Evaluation of a Community Supervision Model." *Victims & Offenders* 00:1-20.

**Thinking for a Change:** The program is designed to be provided to justice-involved adults and youth, males and females. It is intended for groups of eight to twelve and should be delivered only by trained facilitators. Due to its integrated structure, T4C is a closed group, meaning members need to start at the beginning of a cycle, and may not join the group mid-stream (lesson five is a logical cut-off point for new group members).

- By Jack Bush, Ph.D., Barry Glick, Ph.D., and Juliana Taymans, Ph.D. National Institute of Corrections (Washington, DC).

**Positive Action:** Positive Action is based on the intuitive philosophy that we feel good about ourselves when we do positive actions. The Thoughts-Actions-Feelings Circle (TAF) illustrates how this works in life: our thoughts lead to actions, and those actions lead to feelings about ourselves which in turn lead to more thoughts. It begins with simple introductions to basic social skills. There are several additional programs that Positive Action also offers a High School Kit and Drug Prevention Program for Middle Schoolers.

- By Carol Gerber Allred, Ph.D., Founder, and creator of Positive Action

**Aggression Replacement Training (ART):** is a research-based, proven effective approach for working with challenging youth. This revised and expanded edition is the culmination of over 30 years of use in schools, community agencies, juvenile institutions, and other settings. The curriculum emphasizes social skill building, anger control, and moral reasoning.

- By Dr. Barry Glick and Dr. John C. Gibbs

**Strengthening Families:** The Strengthening Families Program: For Parents and Youth 10-14 (SFP 10-14) is delivered in seven parent, youth, and family sessions using narrated videos portraying typical youth and parent situations with diverse families. The program is designed for 7-10 families over seven weeks, usually in the evenings. It is recommended that the group size is smaller when dealing with families where parents have begun to have concerns about the problematic behavior of their youth.

- Cathy Hockaday, Ph.D., Program Coordinator, Iowa State University

**Friendly PEERsuasion:** Area leadership and substance abuse prevention program, based on the social influence and life skills models of prevention, designed to help girls ages 11 through 14 acquire knowledge, skills, and support systems to avoid substance abuse.

- By Girls Inc.

#### **8. Relation of JCP Services to the Continuum of Services**

The Juvenile Crime Prevention—prevention funding serves youth ages 10-14 referred to the program. Together the youth and their family determine goals and outcomes to address areas of concern within the domains of the Juvenile Crime Prevention Risk Assessment and alleviate the possibility these youth will escalate into the Juvenile Justice System.

The Juvenile Crime Prevention basic funding provides support for the Juvenile Department to provide resources to support youth successfully. Because of the low number of staff in Curry County and extensive coordination with other agencies, the continuum of services will continue.

**9. Budget Information**

Budget information should include budget detail and budget narrative.

**CURRY COUNTY JUVENILE DEPARTMENT**

**JCP Plan 2017-2019**

<b>DESCRIPTION OF JCP Budgeted items</b>			
<b>Personnel</b>	<b>JCP Prevention</b>	<b>JCP Basic</b>	<b>JCP Diversion</b>
Prevention Program 0.5 FTE	\$40,500		
Probation- 0.25FTE			\$26,550
Other Staff 0.25 FTE		\$26,550	
<b>Total Personnel</b>			
Total Administrative Charges	\$4,500	\$2,950	\$2,950
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$29,500</b>	<b>\$29,500</b>

The Prevention Program operates with one full-time employee; the prevention funds only cover 50% of the employee costs. The remaining costs for all employees funded through the JCP programs come from the county general fund. Because these positions are housed in the Juvenile Department, supplies, training, supervision and other infrastructure are financed as a part of the total departmental budget.

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

COUNTY/TRIBE: CURRY

ICP FUNDED PROGRAM (fill out a form for each funded program):

**ART-Anger Replacement Training**

PROGRAM TYPE (e.g. mentoring, family therapy/counseling, skill building):

Aggression Replacement Training® (ART®) concentrates on development of individual competencies to address various emotional and social aspects that contribute to aggressive behavior in youths. Program techniques are designed to teach youths how to control their angry impulses and take perspectives other than their own. The main goal is to reduce aggression and violence among youths by providing them with opportunities to learn prosocial skills in place of aggressive behavior.

Do you intend to fund this program in 2017-2019?

Yes    X                      No

If yes, please respond to questions below. If no, please fill out a separate form for the program you intend to fund.

BRIEF DESCRIPTION OF FUNDED PROGRAM:

ART® consists of a 10-week, 30-hour intervention administered to groups of 8 to 12 juveniles three times per week. The program relies on repetitive learning and transfer training techniques to teach participants to control impulsiveness and anger so they can choose to use more appropriate prosocial behaviors. In addition, guided group discussion is used to correct antisocial thinking. The program consists of three interrelated components, all of which come together to promote a comprehensive aggression-reduction curriculum: Structured Learning Training, Anger Control Training, and Moral Reasoning. Each component focuses on a specific prosocial behavioral technique: action, affective/emotional, or thought/values.

TARGET POPULATION:

Youth ages 10-18 who exhibit symptoms of anger related issues.

EVIDENCE-BASED PROGRAM

Program model is cited on (e.g. SAMHSA, OJJDP): OJJDP  
Level or rating of program (e.g. exemplary, effective, model): Effective  
Tribal Best Practice:

RESEARCH AND THEORY

ART focuses on three main components:  
*Structured Learning Training (action component)*. This component is intended to teach social skills through social interaction and is disseminated using direct instruction, role-play, practice, and

## YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION EVIDENCE-BASED PRACTICES CHECKLIST

performance feedback. This is intended to give participants the opportunity to practice prosocial responses to potentially difficult situations, such as responding to failure, dealing with an accusation, and responding to the feelings of others.

*Anger Control Training (affective/emotional component).* This component is intended to help youths recognize their external and internal triggers for aggression, aggression signals, and how to control anger using various techniques. Participating youths must bring to each session one or more descriptions of recent anger-arousing experiences (hassles), and over the duration of the program they are trained to use specific skills to better control their angry impulses.

*Moral Reasoning (thought and values component).* This component is intended to address the reasoning aspect of aggressive behavior, and is specifically designed to enhance values of morality in aggressive youths. Techniques in this component allow participants to learn to reason in a more advanced manner in regard to moral and ethical dilemmas, providing youths with opportunities to discuss their responses to problem situations, taking perspectives other than their own that represent a higher level of moral understating.

### RISK PRINCIPLE

Uses a validated risk assessment tool (JCP)  
Addresses risk in family, school, peer group, and other relevant social settings

### NEED (CRIMINOGENIC) PRINCIPLE

Intervention is geared to those factors closely linked to criminal offending rather than an array of needs that are less related to criminal conduct.

Services target dynamic factors and needs associated with criminal behavior: antisocial attitudes, values, beliefs; antisocial peer association; family problems with supervision, communication, engagement; difficulties with self-control and problem solving; substance abuse;

Intervention is comprehensive and across systems, and addresses many aspects of youths' lives – health, education, employment, cognitive and social skills.

### RESPONSIVITY PRINCIPLE

Builds on strengths, assets, and protective factors  
Provides services that are sensitive, relevant, and specific to culture and gender

### QUALITY SERVICE DELIVERY

Staff, volunteers, providers have relevant education, training, and experience  
Staff, volunteers, providers model pro-social values and behavior

### COLLABORATION

Collaboration and integration of services is demonstrated and authentic

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

COGNITIVE-BEHAVIORAL PRINCIPLE

Emphasis on cognitive-behavioral approaches, includes structured follow-up and planned support to reinforce skills.

CULTURAL ADAPTATION

Culturally equivalent model of a model program  
Cultural adaptation is based on data, research and community assessment  
Principles of evidence-based practice are implemented in accordance with the values of target community

TECHNICAL ASSISTANCE NEEDS

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

COUNTY/TRIBE: CURRY

JCP FUNDED PROGRAM (fill out a form for each funded program):  
**FRIENDLY PEERSUASION Girls Group (11-14)**

PROGRAM TYPE (e.g. mentoring, family therapy/counseling, skill building):

Group skill building program, 6-8 sessions.

Do you intend to fund this program in 2017-2019?

Yes    **X**                      No

If yes, please respond to questions below. If no, please fill out a separate form for the program you intend to fund.

BRIEF DESCRIPTION OF FUNDED PROGRAM:

Girls will be referred through JCP assessment or from outside agencies (school districts, human services, public health, etc.) The Prevention Specialist will be the facilitator and the girls will have identified risk factors from their JCP Assessments.

TARGET POPULATION:

Females 11-14 with identified risk factor in their initial JCP assessment.

EVIDENCE-BASED PROGRAM

Program model is cited on (e.g. SAMHSA, OJJDP): NREPP  
Level or rating of program (e.g. exemplary, effective, model): Effective  
Tribal Best Practice:

RESEARCH AND THEORY

Girls Incorporated Friendly PEERSuasion® is a leadership and substance abuse prevention program, based on the social influence and life skills models of prevention, designed to help girls ages 11 through 14 acquire knowledge, skills, and support systems to avoid substance abuse.

Underlying Friendly PEERSuasion is the theory that girls who are prepared to teach other children not to use substances would be less at risk of using these substances themselves. Through a process of "anticipatory socialization" (seeing themselves as future leaders), the girls trained to become PEERSuaders would be more likely to identify with the



**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

values and norms expressed by the staff than girls who had not undergone the training. The fundamental purpose is to build girls' capacity to become adults who are responsible, confident, economically independent, and personally fulfilled.

**RISK PRINCIPLE**

Uses a validated risk assessment tool (JCP)  
Specifically School and Peer Group domains

**NEED (CRIMINOGENIC) PRINCIPLE**

Intervention is geared to those factors closely linked to criminal offending rather than an array of needs that are less related to criminal conduct.

Services target dynamic factors and needs associated with criminal behavior: antisocial attitudes, values, beliefs; antisocial peer association; family problems with supervision, communication, engagement; difficulties with self-control and problem solving; substance abuse;

Intervention is comprehensive and across systems, and addresses many aspects of youths' lives – health, education, employment, cognitive and social skills.

**RESPONSIVITY PRINCIPLE**

Builds on strengths, assets, and protective factors  
Provides services that are sensitive, relevant, and specific to culture and gender

**QUALITY SERVICE DELIVERY**

Staff, volunteers, providers have relevant education, training, and experience  
Staff, volunteers, providers model pro-social values and behavior

**COLLABORATION**

Collaboration and integration of services is demonstrated and authentic

**COGNITIVE-BEHAVIORAL PRINCIPLE**

Emphasis on cognitive-behavioral approaches, Includes structured follow-up and planned support to reinforce skills

**CULTURAL ADAPTATION**

Culturally equivalent model of a model program  
Cultural adaptation is based on data, research and community assessment  
Principles of evidence-based practice are implemented in accordance with the values of target community

**TECHNICAL ASSISTANCE NEEDS:**

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

COUNTY/TRIBE: CURRY

JCP FUNDED PROGRAM (fill out a form for each funded program):

**Positive Action (K-12)**

PROGRAM TYPE (e.g. mentoring, family therapy/counseling, skill building):

Skill Building classroom based curriculum.

Do you intend to fund this program in 2017-2019?

Yes    X                    No

If yes, please respond to questions below. If no, please fill out a separate form for the program you intend to fund.

BRIEF DESCRIPTION OF FUNDED PROGRAM:

The Positive Action (PA) program is designed to improve youth academics, behavior, and character. PA uses an audience-centered, curriculum-based approach to increase positive behaviors and decrease negative ones.

TARGET POPULATION:

5<sup>th</sup> grade-12<sup>th</sup> grade: 5<sup>th</sup>-8<sup>th</sup> grade will be universal in a classroom setting, 9<sup>th</sup>-12<sup>th</sup> grade will be selective in a small group setting.

EVIDENCE-BASED PROGRAM

Program model is cited on (e.g. SAMHSA, OJJDP): OJJCP

Level or rating of program (e.g. exemplary, effective, model): Effective

Tribal Best Practice:

RESEARCH AND THEORY

The theory is formally articulated as the Theory of Triadic Influence (TTI). It includes seven "tiers" of "causes" of behavior that range from very proximal to distal to ultimate, and three "streams of influence" that flow through the seven "tiers". The streams of influence are:

(1) cultural-environmental influences on knowledge and values, influencing attitudes

(2) social situation-context influences on social bonding and social learning, influencing social normative beliefs

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

(3) intrapersonal influences on self-determination/control and social skills, leading to self-efficacy

**RISK PRINCIPLE**

Uses a validated risk assessment tool (JCP)  
Addresses risk in family, school, peer group, and other relevant social settings

**NEED (CRIMINOGENIC) PRINCIPLE**

Intervention is geared to those factors closely linked to criminal offending rather than an array of needs that are less related to criminal conduct.  
Services target dynamic factors and needs associated with criminal behavior: antisocial attitudes, values, beliefs; antisocial peer association; family problems with supervision, communication, engagement; difficulties with self-control and problem solving; substance abuse;  
Intervention is comprehensive and across systems, and addresses many aspects of youths' lives – health, education, employment, cognitive and social skills.

**RESPONSIVITY PRINCIPLE**

Builds on strengths, assets, and protective factors  
Provides services that are sensitive, relevant, and specific to culture and gender

**QUALITY SERVICE DELIVERY**

Staff, volunteers, providers have relevant education, training, and experience  
Staff, volunteers, providers model pro-social values and behavior

**COLLABORATION**

Collaboration and integration of services is demonstrated and authentic

**COGNITIVE-BEHAVIORAL PRINCIPLE**

Emphasis on cognitive-behavioral approaches  
Includes structured follow-up and planned support to reinforce skills

**CULTURAL ADAPTATION**

Culturally equivalent model of a model program  
Cultural adaptation is based on data, research and community assessment  
Principles of evidence-based practice are implemented in accordance with the values of target community

**TECHNICAL ASSISTANCE NEEDS**

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

COUNTY/TRIBE: CURRY

ICP FUNDED PROGRAM (fill out a form for each funded program):

**Strengthening Families Program (ages 10-14)**

PROGRAM TYPE (e.g. mentoring, family therapy/counseling, skill building):

Skill building parenting curriculum, with a family component

Do you intend to fund this program in 2017-2019?

Yes    X                    No

If yes, please respond to questions below. If no, please fill out a separate form for the program you intend to fund.

BRIEF DESCRIPTION OF FUNDED PROGRAM:

The Strengthening Families Program: For Parents and Youth 10-14 (SFP 10-14) is delivered in seven parent, youth, and family sessions using narrated videos portraying typical youth and parent situations with diverse families.

The program is taught with 7-10 families over seven weeks, usually in the evenings. It is recommended that the group size be smaller when dealing with families where parents have begun to have concerns over the problematic behavior of their youth.

TARGET POPULATION:

Youth and their families (10-14)

EVIDENCE-BASED PROGRAM

Program model is cited on (e.g. SAMHSA, OJJDP): OJJDP

Level or rating of program (e.g. exemplary, effective, model): Exemplary

Tribal Best Practice:

RESEARCH AND THEORY

SFP 10-14 has been scientifically evaluated in a randomized, controlled test with families of sixth graders through Project Family at the Partnerships for Prevention Science Institute at Iowa State University.

This large-scale, experimental design trial involved random assignment of 33 Iowa public schools. Outcome evaluations entailed the use of multi-informant, multi-method

**YOUTH DEVELOPMENT COUNCIL JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

measurement procedures at pretest, posttest, and follow-up data collections completed approximately one half, one and one half, two and one half, four, and six years after pretest.

RISK PRINCIPLE

Uses a validated risk assessment tool (JCP)  
Addresses risk in family, school, peer group, and other relevant social settings

NEED (CRIMINOGENIC) PRINCIPLE

Intervention is geared to those factors closely linked to criminal offending rather than an array of needs that are less related to criminal conduct.

Services target dynamic factors and needs associated with criminal behavior: antisocial attitudes, values, beliefs; antisocial peer association; family problems with supervision, communication, engagement; difficulties with self-control and problem solving; substance abuse;

Intervention is comprehensive and across systems, and addresses many aspects of youths' lives – health, education, employment, cognitive and social skills.

RESPONSIVITY PRINCIPLE

Builds on strengths, assets, and protective factors  
Provides services that are sensitive, relevant, and specific to culture and gender

QUALITY SERVICE DELIVERY

Staff, volunteers, providers have relevant education, training, and experience  
Staff, volunteers, providers model pro-social values and behavior

COLLABORATION

Collaboration and integration of services is demonstrated and authentic

COGNITIVE-BEHAVIORAL PRINCIPLE

Emphasis on cognitive-behavioral approaches  
Includes structured follow-up and planned support to reinforce skills

CULTURAL ADAPTATION

Culturally equivalent model of a model program  
Cultural adaptation is based on data, research and community assessment  
Principles of evidence-based practice are implemented in accordance with the values of target community

TECHNICAL ASSISTANCE NEEDS

**EXHIBIT C  
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2. JCP Prevention	<b>\$45,000.00</b>		

**EXPLANATION OF AWARD**

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in the specified Funding Areas.

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

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

**AGENDA ITEM TITLE:** Appointment to the Mountain Drive Special Road District Board

**AGENDA DATE<sup>a</sup>:** 8/02/17 **DEPARTMENT:** BOC **TIME NEEDED:** 3 min

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

**CONTACT PERSON:** Huttl **PHONE/EXT:** 3296 **TODAY'S DATE:** 7/21/17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Ronald Velkes has applied to be appointed and will serve as Secretary to this Board. Staff has confirmed his address is within the district, and we advertised the position.

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Appointment

- (1) Order
- (2) Application

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

**QUESTIONS:**

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

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

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:** Consent Calendar

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

(If Yes, brief detail)

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

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

Commissioner Thomas Huxley        Yes  No

Commissioner Sue Gold        Yes  No

Commissioner Court Boice        Yes  No

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

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

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

In the Matter of an )  
Appointment to the )  
Mountain Drive Special )  
Road District )

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

**WHEREAS**, Commissioner Position # 2 on the Mountain Drive Special Road District has become vacant due to the expiration of a term on December 31, 2016; and

**WHEREAS**, the Board of Curry County Commissioners announced the vacancy, and invited interested persons to apply; and

**WHEREAS**, Ronald Velkes has applied and indicated his willingness to serve and is otherwise qualified; and

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Ronald Velkes is appointed to Position # 2 of the Mountain Drive Special Road District effective August 2, 2017 with said term to expire December 31, 2019.

DATED this 2<sup>nd</sup> day of August, 2017.

**CURRY COUNTY BOARD OF COMMISSIONERS**

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

Approved as to Form:

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

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

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





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

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

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

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

**Please print or type clearly**

**Name: Ronald Velkes**

**Date: July 10, 2017**

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

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

**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?

The position is Secretary – Mountain Drive Special Road District – I have the required ability to listen, comprehend, write, organize notes, read, talk and report the minutes, both verbally and in writing, in English

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

My interest and concerns relate to the continued road maintenance to maintain access to my and my neighbors homes.

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

Board member and officer of the Los Angeles Aerobatic Club – IAC Chapter 49

Board member and officer of the Malibu Yacht Club

Other volunteer activities:

Chetco Community Library budget committee, 2017

Chetco Activity Center – Meals On Wheels – volunteer

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

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

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

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

Have you ever been convicted of a crime?                     Yes     No

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



Signature

Date 07/10/2017

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 a \$50 per meeting stipend for attending the monthly meetings.

Thank you for your application.

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

**Per ORS 192.502(3), 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.**

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

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

**AGENDA ITEM TITLE:** Order correcting Scrivener's Error in Order No. 20305

**AGENDA DATE<sup>a</sup>:** 08-02-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 2 min.

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

**CONTACT PERSON:** Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-20-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Order No. 20305 refers to an attached Exhibit A (911 Jurisdiction Plan) that was not attached when filed with the County Clerk and made part of the record

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Order

- (1) Order
- (2) Exhibit A
- (3) Order No. 20305

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:**    **Consent Calendar**

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

(If Yes, brief detail)

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

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

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

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

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

In the Matter of an Order Correcting    )  
Scrivener's Errors in Order Number    )                   ORDER NO. \_\_\_\_\_  
20305    )

**WHEREAS**, Order Number 20305 adopted a Curry County 9-1-1 Jurisdiction Plan Pursuant to ORS 403.105(12)(15)(20)&(30)d; and

**WHEREAS**, this order was adopted on March 16, 2016 and was filed with the County Clerk on March 22, 2016; and

**WHEREAS**, Order Number 20305 references an attached Exhibit "A"; and

**WHEREAS**, this referenced Exhibit "A" did not get attached to the filed document No. 20305 and was filed without the attachment; and

**WHEREAS**, this Order corrects Order No, 20305 and has attached to it the referenced Exhibit "A"; and

**NOW, THEREFORE IT IS HEREBY ORDERED** that Order Number 20305 is hereby amended and corrected.

DATED this 2<sup>nd</sup> day of August, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

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

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

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

Approved as to Form:

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

## Exhibit A



## Oregon Military Department Office of Emergency Management

### 2016 9-1-1 Jurisdiction Plan Submittal Form

#### 9-1-1 Jurisdiction

Identification and description of the 9-1-1 jurisdiction's governing authority.

Curry County is a General Law County and a Political Subdivision of the State of Oregon. For purposes of this 9-1-1 Jurisdiction Plan, Curry County is a Local Government; the Curry County Board of Commissioners is the Governing Body of a Local Government and the Curry County Sheriff is a Local Law Enforcement Agency. See Generally ORS 403.105(12)(15)(20)& (30)(d).

Contact name: Hensley, Joel

Contact Phone number: 541 247-3320

Physical address: 29808 Colvin St.

Gold Beach, OR 97444

Mailing address: 94235 Moore St #311

Gold Beach, OR 97444

The current total population: 22470

Description of the 9-1-1 service area served by the 9-1-1 jurisdiction:

Curry County 911 Service area includes all incorporated and unincorporated areas of Curry County, Oregon with exception of an area in southern Curry County that is covered by City of Brookings 911 Service area. The westward boarder is the Pacific Ocean. The northern and eastern boundrys outlined for the City of Brookings 911 Service area are as follows

41.998517679 -124.210748492

41.996859692 -124.05577737

42.0381340230001 -124.056273322

42.0379719260001 -124.182864694

42.1363729550001 -124.18287105

42.1341811340001 -124.281470078

42.1636131160001 -124.2801171

42.1638226170001 -124.300790621

42.208024886 -124.300531271

42.2073379490001 -124.374967234

See attached map.

### **PSAP serving the 9-1-1 jurisdiction**

Name of the primary PSAP: Curry County Sheriff

Name of the PSAP's director or administrator: Sgt. Joel Hensley

Phone number for the PSAP's director or administrator: 541 247-3320

Physical Address 29808 Colvin St.

Gold Beach, OR 97444

Mailing Address: 94235 Moore St #311

Gold Beach, OR 97444

10-digit emergency phone number: 541 247-3243

10-digit non-emergency phone number: 541 247-3243

Number of workstations funded from the 9-1-1 Subaccount: 2

### **Name, address and contact information for all public and private safety agencies served by the 9-1-1 jurisdiction and primary PSAP as required by ORS 403.115**

Curry County Sheriff

29808 Colvin St./ 94235 Moore St #311, Gold Beach 97444

Sheriff John Ward

541 247 3242

Gold Beach Police Department

29529 Ellensburg Ave., Gold Beach 97444

Chief Dixon Andrews

541 247-6671

US Forest Service

29279 Ellensburg Ave, Gold Beach 97444

Officer Mike Fakier

541 247-3600

Port Orford Police

Chief Hank Hobart

555 20th St, Port Orford, OR 97456

541-332-9013

Curry County Sheriff Jail

Sgt. Joel Hensley- Jail Commander

29808 Colvin St.

Gold Beach, Or 97444

541 247-3344

CalOre Ambulance

Owner Joe Gregorio

311 Cove St, Brookings, OR 97415

541-469-7911

Port Orford Ambulance

Gayle Wilcox

552 19th St, Port Orford, OR 97465

541-332-8265

Agness Rescue

Chief Bill Scherbarth

35924 Agness-Illahe Road, Agness

541-247-7987

Agness Fire Department

**Chief Bill Scherbarth**

**35924 Agness-Illahe Road, Agness**

**541 247-7987**

**Langlois Fire Department**

**94322 First St, Langlois, OR 97450**

**Chief Mike Murphy**

**541-348-2564**

**Sixes Fire Department**

**Chief Wayne Moore 541 348-9927**

**93343 Crystal Cr Rd, Sixes, OR 97476**

**Port Orford Fire Department**

**Chief David Duncan 541 253-6033**

**555 19th St, Port Orford, OR 97465**

**541-332-9066**

**Ophir Fire**

**Chief Adam Brotton**

**32888 Nesika Rd, Gold Beach, OR 97444**

**541-247-2452**

**Cedar Valley Fire**

**32315 Cedar Valley Rd, Gold Beach, OR 97444**



Chief Keith Wright 247-2951

Gold Beach Fire

29592 Ellensburg Ave, Gold Beach, OR 97444

541-247-7029

Chief Tyson Krieger 541-698-0479

Pistol River Fire

24686 Pistol River Loop

541-247-6765

Chief Ron Hanson 541-698-0479

Below are agencies that Curry County 911 Service District answers 911 calls pertaining to emergencies takes information and then transfers information or caller to the following:

Oregon State Police,Southern Area Command 800-442-2068

California Highway Patrol, Humbolt Area Command, 707-268-2010

United States Coast Guard,Brookings, Oregon 541-469-2242

FBI 541-773-2942

FAA 425-227-2000

Curry County Mental Health 541-247-4082

Coos County Hazmat 541-269-2721

OSP Bomb Squad 800-422-2068

Government Trapper 541-404-3711 South county\ 541-655-0845 North county

Public Health 541-247-3300

Gold Beach City Water 541-247-7029

Harbor Water 541-469-3011

Coos Curry Electric 541-332-3931 North/ 541-247-6638 Central/ 541-469-2103 South

Bandon Power 541-347-2437

Bay Cities Ambulance 541-269-1155

Emergency Air Lift Helo 800-804-4911

Mercy Helo 800-786-3729

Coos Forest Patrol 541-247-6241 or 541-267-3161

United States Forest Service Fire 541-247-3699 Monty Edwards

Oregon Fire Marshal 541-776-6114 or 503-373-1540

ODOT 541-858-3103

United States Forest Service Roads 541-247-3689

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Signed by the primary point of contact for the 9-1-1 jurisdiction

The following documents must be submitted to OEM by April 1, 2016:

1. A completed 9-1-1 jurisdiction plan Submittal form.
2. A disaster recovery plan meeting the requirements described in ORS 403.150.
3. Map of the geographical area served.
4. A copy of the annual budget report.

If you have questions about the form please contact:

Gillien Duvall  
9-1-1 Technology Operations Coord./Program Lead  
Office of Emergency Management  
Oregon Military Department  
[gillien.duvall@state.or.us](mailto:gillien.duvall@state.or.us)  
503.378.2911 Ext. 22250

AND

Toni Sexton  
9-1-1 Program Analyst  
Office of Emergency Management  
Oregon Military Department  
[toni.sexton@state.or.us](mailto:toni.sexton@state.or.us)  
503.378.2911 Ext. 22230

BEFORE THE BOARD OF COMMISSIONERS  
FOR CURRY COUNTY, OREGON

In the Matter of an Order Adopting )  
A Curry County 9-1-1 Jurisdiction )  
Plan Pursuant to ORS 403.105(12) )  
(15)(20)&(30)d )

ORDER NO. 20305

**WHEREAS**, Pursuant to ORS 403.105(12)(15)(20)&(30)(d), Curry County Board of Commissioners is a governing body of a county local government that provides or has authority to provide police services by and through the office of Curry County Sheriff, a public safety agency; and

**WHEREAS**, Curry County and the Curry County Sheriff provide 9-1-1 services primarily to the geographic and jurisdictional boundaries of Curry County, Oregon; and,

**WHEREAS**, a 9-1-1 jurisdiction shall create and maintain a 9-1-1 jurisdiction plan for emergency communications services provided within a 9-1-1 service area pursuant to ORS 403.105 to 403.250 and rules adopted by the Office of Emergency Management, ORS 403.120, attached as Exhibit "A"; and


**WHEREAS**, Pursuant to ORS 403.150, a 9-1-1 jurisdiction must have a disaster recovery plan for [it's 9-1-1 emergency reporting system] the components of the emergency communications system within the 9-1-1 service area.

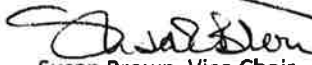
**WHEREAS**, Curry County has met the requirements imposed under ORS 403.105 to 403.250 and rules adopted pursuant to ORS 403.120 and has submitted the 9-1-1 Jurisdiction Plan, attached as Exhibit "A" which also includes the requested documents of the disaster recovery plan, map of the geographical area served, and copy of the annual budget report.

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

Effective 16 Day of March, 2016, the Board of Curry County Commissioners adopts the attached, 9-1-1 Jurisdiction Plan and included documents, marked as Exhibit "A" for Curry County, Oregon for emergency communications services.

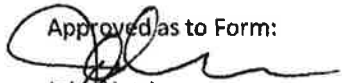
BOARD OF CURRY COUNTY COMMISSIONERS

  
Thomas Huxley, Chair

  
Susan Brown, Vice Chair



David Brock Smith, Commissioner

Approved as to Form:  
  
John Hutt  
Curry County Legal Counsel

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

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

**AGENDA ITEM TITLE:** New Hire / Parks and Community Service Coordinator

**AGENDA DATE<sup>a</sup>:** 8/2/17 **DEPARTMENT:** Parks/ Juvenile **TIME NEEDED:** 5 min

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

**CONTACT PERSON:** Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 7/24/17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Hire order for Joshua Hopkins for the position of Parks and Community Service Coordinator

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

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

- (1) Hire Order
- (2) Job Description

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:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** **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 THE HIRING OF )  
A NEW EMPLOYEE )**

**ORDER NO: \_\_\_\_\_**

**WHEREAS**, it is the recommendation of Jonathan Trost, Juvenile and Parks

Director, that the following person be hired to fill the position

(Title)

identified below at the specified salary range, step, rate of pay, and status:

<b>Name</b>	<b>Position</b>	<b>Salary Range/Step</b>	<b>Rate</b>	<b>Status</b>
Joshua Hopkins	Parks and Community Service Coordinator	U8-A	\$3298per/month	FT/ Prob

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

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

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the above stated

recommendation be in effect as of 8/2/2.

Dated this 24<sup>th</sup> day of July, 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: Parks / Community Service Coordinator - Juvenile**

---

<b>EXEMPT:</b>	No	
<b>SALARY LEVEL:</b>	U-8	
<b>SUPERVISOR:</b>	Juvenile Department Director	
<b>PREPARED BY:</b>	Juvenile Department Director	January 2005

---

**POSITION SUMMARY:**

This classification assumes responsibility for coordination of the Curry County Park system; additionally the position promotes, develops and maintains the parks. The position also manages the juvenile offender work programs. Additionally, position promotes, develops, coordinates and evaluates programs for juvenile offenders assigned by the courts to the community work program. Assesses program needs then develops; implements and interprets policy and procedure; develops and monitors budget; supervises support staff and camp host/caretakers

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

(Duties assigned to this classification include, but are not limited to, the following examples.)

1. Represent Curry County Parks, Greet park visitors, distribute park information, answer questions, pick up litter, check, clean and stock restrooms, notify parks staff or law enforcement when emergencies arise.
2. Perform various maintenance duties such as; working on service projects, mow, weed, landscaping. Operate and maintain a variety of equipment, paint, build or work on construction projects. Other duties as assigned by Parks director.
3. Manages the juvenile offender work program. Plans, develops, implements and evaluates work programs for juvenile offenders assigned by the courts to community work; coordinates with other department staff and the courts. Develops short- and long-range goals, objectives and evaluations of the program; monitors program budget. Establishes and interprets policy and procedure.



## **JOB DESCRIPTION**

### **JOB TITLE: Parks / Community Service Coordinator - Juvenile - Page 2**

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)**

4. Plans the day-to-day work of the Work Crew Supervisor; maintains contact with each supervisor by regular site visits; inspects sites and prepares and submits written reports as warranted. Provides on-the-job training and instruction to each supervisor in accordance with established (and on-site) written procedures and practices. Ensures safety standards and procedures are maintained at each site and that supervisors are trained in safety and emergency procedures. Performs crisis intervention as necessary.
5. Develops relationships with federal, state, county and city agencies. Contacts agencies and negotiates, with the Juvenile Department Director's assistance, short and long-term contracts for work projects. Periodically evaluates and enhances connections.
6. Directs, supervises, assigns work to, sets priorities and monitors work performance of support staff; offers assistance as needed. Maintains standards of efficiency of employees through training and established goals and objectives. Ensures programs are in compliance with department goals and objectives and that employees are working safely. Assumes accountability for work performed within the program. Is involved in selection, training, and evaluation of staff. Develops and interprets policy and procedure. Maintains up-to-date schedules of supervisor availability; arranges for coverage at respective work sites.
7. Promotes community service, work crew and forestry programs of the department through public relations and education; makes presentations to community organizations and other agencies; interprets policy and procedure.
8. Assesses physical and emotional conditions of offenders. Assigns offenders to community service or work crew according to their court orders or sanctions. Monitor offender compliance and progress and keep Juvenile Counselors informed of offender's progress.
9. Researches and prepares variety of records, statistical and costing reports, involving statistical data and analysis to support projects, equipment usage and replacement and staffing.
10. Performs the same duties as Work Crew Supervisor in their absence.

## **JOB DESCRIPTION**

### **JOB TITLE: Parks / Community Service Coordinator - Juvenile - Page 3**

11. Provides skill training, information and/or informal counseling to offenders. Attends training sessions; develops, modifies and/or accesses work related training programs and materials.
12. Transports juveniles to and from detention; provides direct supervision and/or court room security of juveniles as necessary.
13. Provides "on-call" services to police or other agencies in responding to the needs of juveniles

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THIS POSITION:**

**Knowledge of:** Reasonable knowledge of Park systems and human behavior; reasonable knowledge of assigning work and leading a work crew; reasonable knowledge of community resources; reasonable knowledge of and ability to participate in program planning, evaluating and implementing programs to meet objectives; reasonable knowledge of landscaping, carpentry and power tool equipment.

**Skill in:** Writing clear and concise correspondence, records, and reports.

**Ability to:** Communicate effectively in both oral and written form; give practical advice and guidance to juvenile offenders; lead, direct, maintain order, discipline and safety of juvenile offender work crew; estimate time and materials and manage time efficiently; relate to a diverse population of people; plan/coordinate work projects with community agencies; apply a practical knowledge of program management to day-to-day activities; safely operate power equipment; work within a team; remain calm and use good judgment during confrontational or high pressure situations; make decisions independently in accordance with established policies and procedures; establish and maintain records, reports and statistical data; courteously meet and deal effectively with other employees, courts, law enforcement agencies, public and non-profit agencies, the community, clients, families and the public.

**Education, experience and training:** Bachelor's degree preferred in recreation management, corrections, social work, or related behavioral science field. Experience in grounds maintenance or related field, which includes supervision of support staff, or any satisfactory equivalent combination of education, experience and training. At the time of appointment, must possess a valid Oregon driver's license.

## **JOB DESCRIPTION**

**JOB TITLE: Parks / Community Service Coordinator - Juvenile - Page 4**

### **SUPERVISORY CONTROLS OF THIS POSITION:**

This classification works under the guidance from the Juvenile Department Director. The employee works independently in administering a complex area of responsibility and regularly confers with the Juvenile Department Director. Discretion is required in applying general goal and policy statements, in development of recommendations, policies and procedures and in resolving program problems. The employee develops approach to each case, prepares the procurement plan and carries out industry analyses independently up to the point of recommendation for award. Work is accomplished within a broad framework, with authority and responsibility in area of service. Periodic reviews of work performance are conducted in terms of expected results.

### **GUIDELINES:**

Work is performed within established departmental policies and procedures, state and county statutes, rules, regulations and ordinances; accepted procedures within parole and probation profession; grounds maintenance standards. Employee uses judgment in determining appropriate procedure. Supervisor is available when unusual problems are encountered.

### **PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

Regular and consistent attendance is required. Work is performed both in an office environment and in the field, which involves everyday risks and discomforts and sometime adverse weather conditions requiring safety precautions. Physical demands may require bending, gripping with hands and fingers, hearing alarms and voice conversation, keyboarding, lifting up to 35 pounds, pulling, pushing, sitting, standing, stooping, twisting and walking rough terrain and possibly apprehending and restraining hostile people. A substantial amount of daily driving is involved.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



## CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – GENERAL MEETING

Wednesday, April 5, 2017 –10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex  
94235 Moore St., Gold Beach, Oregon 97444

**Commissioners Present:** Chair Thomas Huxley, Vice-Chair Sue Gold, Commissioner Court Boice

**Support Staff Present:** County Counsel, John Huttli; On Call Clerk, John T. Jezuit; County Accountant, Louise Kallstrom

### 1. CALL TO ORDER & 1001 PLEDGE OF ALLEGIANCE

**Chair Huxley** opened the meeting at 10:01AM. After the Pledge of Allegiance, **Chair Huxley** asked for public speaker slips. There were 8.

### 2. AGENDA AMENDMENTS

- Move Agenda items **2A** Order Amending County Counsel Working Out of Class Pay and **2B** Contract for Prisoner Transport Services with Cal-Ore moved to the **Consent Calendar**.
- **Motion** by **Vice Chair Gold** to move Agenda item **12A** 2015 Juvenile Recidivism Report to after Public Comments. Second by Chair Huxley. Vote – **Chair Huxley Aye; Vice Chair Gold; Aye Commissioner Boice Nay.** (10:07AM)
- Regarding Agenda items **10A** BOC Budget Direction & **10B** County Consumption Tax Advisory Committee C.T.A.C., reverse the order so that 10A is 10B and **10B** is **10A**.

### 3. APPROVAL OF AGENDA

- **Motion** by **Commissioner Boice** to change **7A** to rules of conduct for Commission members. No second. Motion dies. (10:14AM)
- **Motion** by **Vice Chair Gold** second by **Commissioner Boice** to add Agenda item **7C** Secret Meeting **Motion** carried Agenda item **7C** added.
- **Motion** by **Commissioner Boice** to approve the Agenda. Second by **Vice Chair Gold**. **Motion** carried unanimously. (10:18AM)

### 4. ANNOUNCEMENTS - None

### 5. PUBLIC COMMENTS

- **Chair Huxley** stated there are 8 speaker slips and asked if any of the speakers who are not commenting on an agenda item would like to do now? Also, would the speakers like to comment before or after the agenda item.
  - Speaker 8, **Assessor Jim Kolen** chose to wait until discussion of Agenda item **10B** BOC Budget Direction.
  - Citizen **David Barnes** wanted to speak now.
- **Chair Huxley** invited **Mr Barnes** to the podium. (10:21AM)
  - **Mr Barnes** spoke about salmon, specifically, Washington DC is about to cut all money going into salmon reproduction & education on west coast. Salmon is important to the local

- economy and tourism. Will BOC consider writing a letter to Washington DC to say it's a bad idea to do this?
- **Vice Chair Gold** suggested we talk to the Ports, too, about this issue.
- **Commissioner Boice** agrees with **Vice Chair Gold**.
- **Chair Huxley** asked if **Commissioner Boice** would like to take the lead.
- **Commissioner Boice** agreed.
- **Chair Huxley** asked Juvenile/Parks **Director Jay Trost** to present Agenda item **12A** 2015 Juvenile Recidivism Report. **Director Trost** -- (10:25AM)
  - Reported Oregon's overall recidivism rate is 27.2% Curry County's rate's is 85.4%, which is the 4 lowest in the State. Also 85.4% is the lowest rate in the State when compared to counties with 15 or more referrals.
  - Credits Curry County's success in this area to prevention and the staff, led by Karli Wright, School Resource Counselor, which promotes and fosters a prevention culture. This results in a boots on the ground approach which is doing good work in schools and communities.

## 6. CONSENT CALENDAR

- A. Order Appointing K. Bunten to the Curry County Compensation Board
- B. 2016-17 Budget Appropriations Transfer
- C. Amended agreement with ODOT
- D. Personnel - add Fly-U-Home Program to AirMedCare Agreement
- E. Personnel Actions done by Appointing Authorities (Sheriff's Dept)
- F. Order Appointing J. Brazil and D. St. Marie to the Curry County Planning Commission
- G. Amendment to IGA for Southwest Seven (SW7) Consortium
- H. 2A added -- Order Amending County Counsel Working Out of Class Pay

**Motion** by **Vice Chair Gold**, second by **Commissioner Boice** to approve the Consent Calendar. **Motion** carried unanimously. (10:29AM)

## 7. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Adoption of Rules of Conduct for Board
  - **Chair Huxley** stated there are 3 public comment speaker slips and asked if the speakers would like to comment before or after the Board discussion?
  - **Mr Barnes** approached the podium and asked what is the impetus or mechanism the Board can be to ask for removal or censure? 1 or 2 commissioners? (10:31AM)
    - **County Counsel Huttli** responded the
      - Chair is empowered by Ordinance from year 2000 to govern the code and discipline.
      - Existing Order gives all power to the Chair.
      - New order gives power to the Board of Commissioners.
  - **Assessor Kolen** stated he will speak after the discussion.
  - **Chair Huxley** asked County Counsel to open discussion on Agenda item 7A.
  - **County Counsel Huttli** reviewed the rules.
    - Old rules were put there before board experienced disruptive conduct. Rules were taken from around the State and country.
    - The main changes were to Meeting management to 2.5 hours meeting time, listen to citizens, and why not take speakers at Workshop.
    - The new rule clarifies these old rules by requiring actual disruption in a meeting.

- There is case law of an incident where the one Board member was disrupting the Chair, was removed from the meeting, and the Court ruled the Board member was interfering with the Board's business.
- **Commissioner Boice** opposes these rules. (10:43AM)
- **Commissioner Gold** believes the BOC meetings need rules. As long as we have rules in place, Board can act accordingly.
- **Chair Huxley** opened the meeting to public comment.
- **Assessor Kolen** gave several reasons for opposing these rules. (10:46AM)

**Motion by Vice Chair Gold**, second by **Chair Huxley** to approve the Rules of Conduct for Board. **Chair Huxley** called for vote. **Chair Huxley** Aye. **Vice Chair Gold** Aye. **Commissioner Boice** Nay. **Motion** carried 2-1. (10:52AM)

**B. Order Rescinding Order 20322 (Temporary Pay Increase)**

- **Chair Huxley** asked if the speaker would like to comment before or after the Board discussion.
  - **Senior Accounting Clerk, Cena Crook --** (10:54AM)
    - Stated a 6 point summary of the work load
    - Advised Payroll and Personnel Coordinator, Julie Swift, helped, too.
    - Suggested changing temporary pay increase from November 30, 2016, to January 31, 2017, as County Account Kallstrom had evaluation in January.
- **Chair Huxley**
  - Asked **County Accountant Louise Kallstrom** and **County Counsel Huttl** for any comments? Agree with Order?
    - **County Account Kallstrom** recommends BOC seriously considers **Senior Accounting Clerk, Cena Crook** suggestion. (11:00AM)
    - **County Counsel Huttl** stated
      - **Senior Accounting Clerk, Cena Crook** did work at the higher pay grade during January & February 2017.
      - **County Account Kallstrom** not aware of temporary pay increase Order.
- **Commissioner Boice** stated he appreciate their efforts.
- **Commissioner Gold** stated looking at \$748 a month for both combined, about \$2100.

● **Motion: Chair Huxley** moved to change termination date from November 30, 2016 to February 28, 2017. Second by **Vice Chair Gold**. **Motion** carried unanimously (11:11AM)

**C. Secret Meetings** (11:12AM)

- **Commissioner Boice** Asked if **Commissioner Gold** knew about the meeting on Tuesday, April 4, 2017, in the Blue Room? Were you a little concerned about not being invited? Bothered by it?
- **Commissioner Gold** replied no. (11:13AM)
- **Commissioner Boice** stated – Walked in on the meeting and was quite surprised.
  - Budget info before given to pub.
  - Read law. Issue not if any decisions were made of. Issue is to have a meeting where he is not notified.
  - This is not open government, not accountable.
  - He's trying to bring BOC together It's not happening.
  - He looks for opportunities to meet with **Carl King & Tom Brand**.
  - We see it happen nationally. Can give **Chair Huxley** an opportunity here. Wants to learn.

- **Chair Huxley** you put **King & Brand** in a bad position.
- He has grave concern about this.
- Neither he nor **Vice Chair Gold** knew about the meeting which makes it a secret meeting
- **Chair Huxley** asked **County Counsel** if he had any comments (11:17AM)
- **County Counsel** asked **Commissioner Boice**, “Do you have statutory reference?”
- **Commissioner Boice** replied he
  - Will provide it. (11:18AM)
  - Does not want to walk in on a meeting. It’s wrong.
- **Chair Huxley** stated (11:20AM)
  - He suggested **Commissioner Boice** talked to **County Counsel** about this.
  - **Commissioner Boice** has a clear lack of understanding of public meeting laws.
  - The meeting was to listen to separate presentations.
  - Given calendar presented by County Accountant, Curry County on a very tight schedule. Very tight.
  - It was prudent on my part to contact less than a majority to further discuss their presentations. **Roadmaster Doug Robbins** was asked to participate. Also asked 2 of the budget committee lay members.
  - One meeting was at 9A on Monday, April 3. There’s a lot that has to be presented to the **County Accountant** this morning.
  - It was prudent in H’s opinion to better prepare for a meeting to give direction to acct.
  - **Commissioner Boice** have you gone through the minutes?
- **Chair Huxley** used gavel 4 times to restore order. (11:25AM)
- **Chair Huxley** continued
  - On March 8, the budget committee and Citizens Budget Advisory Committee (CBAC) met. Topic 2 was motioned to have quorum of 4. Quorum is majority of public body. CBAC moved to change number from 5 to 4.
  - He encourages **Commissioner Boice** to read public meeting laws. CBAC meeting minutes very well done.
  - Initially unable to locate CBAC minutes on website.
- **Commissioner Boice** stated
  - **Chair Huxley** took opportunity away from him and **Vice Chair Gold** to meet with **County Counsel**.
  - Questioned if **Chair Huxley** was prejudiced against north County member (Scaffo)?
  - Appalled he was not included in meeting.
  - Will stand firm on what happened yesterday, 4/4.. Inexcusable. Improper.
  - It takes us away from our work. Asking for better focus.
- **Vice Chair Gold** No further comments. (11:32AM)
- **County Counsel** asked **Commissioner Boice** for what authority he is citing?
- **Commissioner Boice** stated
  - He will do research. (11:32AM)
  - Asked if anyone else on the Board was offended? There were no comments.

\* \* \* \* \* 12:15PM to 1:15PM Lunch Break \* \* \* \* \*

**10. NEW BUSINESS**

- A. County Consumption Tax Advisory Committee C.T.A.C. (11:34AM)

- **Commissioner Boice** Expressed his concern about the need to study this issue because budget cuts due to declining Federal funding have the potential to create safety issues for Curry County residents. (11:36AM)
- **Vice Chair Gold** stated she is not totally against a committee but cautioned the people she has spoken to are adamantly against any taxes.
- **Chair Huxley** agrees with **Vice Chair Gold** about taxes and suggested considering the initiative process which has done in the past.
- **Chair Huxley** Do you want to make a motion?

**Motion** by **Commissioner Boice** for the Board of Commissioners to adopt a resolution to form a Consumption Tax Advisory Committee for the November, 2017 general election. No second. Motion dies. (11:50AM)

B. Board of Commissioner (BOC) Budget Direction (1:18PM)

- **Chair Huxley** stated there are 4 open public speaking cards and asked **County Accountant Kallstrom** to begin the discussion.
- **County Accountant Kallstrom** approached the podium, stated she had 8 Recommendations and asked if there were any public comments now?
  - **Carl King** stated build a budget no Road Fund revenue and provide reasonable and adequate law enforcement. (1:23PM)
  - **Thomas Brand** spoke next. He stated he supports **Carl King** and advocates presenting voters with what they're paying for – a bare bones budget for a couple of years (1:28PM)
  - **Bryan Grammon** spoke next. He stated the county needs turn around and supports a sales tax, especially concentrated on tourist area. (1:32PM)

**County Accountant Kallstrom** started with Recommendation 1 (1:35PM)

Various Departments: Decrease Revenue **(\$8,082)**

Move Grants from General Fund to Restricted Fund. Some grants had revenue budget lines without corresponding expenditure budget lines.

- **Chair Huxley** stated grant accountability is critical and observed there is a need in FY17-18 \$30K to \$60K for matching grant funds which must be budgeted.
- **County Accountant Kallstrom** some grants had revenue budget but not expenditure budgeted. Therefore impact to general is \$8082

**Chair Huxley** called for discussion on Recommendation 2 (1:43PM)

Move certain department budgets to restricted funds. The revenues for these funds are very restricted to certain activities and if they are in the General Fund any carryover balance would be absorbed into the General Fund carryover. Restricted carryover balances are not allowed in General Funds. The Department Heads in charge of these activities will budget in the restricted fund with a zero based budget (no transfers from the General Fund).

Also need to eliminate budgets for discontinued RSVP and SHIBA programs.



<u>Sheriff:</u>	<u>Decrease Expenditure</u>	<u>\$47,884</u>
Move Search & Rescue, Marine Patrol, Forest Patrol and Adult Parole and Probation to restricted funds. Funds have restricted revenues that cannot be carried over into General Funds.		
<u>RSVP &amp; SHIBA:</u>	<u>Decrease Expenditure</u>	<u>\$18,116</u>
Programs not continued into 2017-2018 budget year		

**Chair Huxley** called for discussion on Recommendation 3 (1:44PM)

Use approximately half of the unanticipated carryover from 2015-2016. Budgeted carryover to 2016-2017 was \$1,647,808 and the Actual carryover is \$2,265,167. I recommend to budget \$450,000 of the \$977,359 increased carryover. The amount of unanticipated carryover has been fairly consistent over the past few years and should be at least the amount in Contingencies and budget lines for unexpected Capital Projects.

Non-Departmental: Increase Revenue \$450,000

2015-2016 Carryover in General Fund was \$977,000 more than the budgeted amount

- **Chair Huxley** Recommends to not budget any of the road funds (\$977K) for this budget process and carry over to next year suggesting **County Accountant Kallstrom** find another \$460k in revenue.
- **Vice Chair Gold** concurred.
- **Commissioner Boice** disagreed.
- **County Accountant Kallstrom** stated she needs direction

**Chair Huxley** called for discussion on Recommendation 4 (1:52PM)

Current budget for O&C harvested timber on Federal Forest lands is \$250,000. Rocky McVay estimates \$500,000 to \$600,000 for Fiscal Year 2017-2018. Add revenue of \$250,000 to budget line.

Add 3% to property tax revenue and reduce various miscellaneous revenue lines in Non-Departmental revenues that do not have historical support for budgeted amounts.

Non-Departmental: Increase Revenue \$250,000

Estimate received from Rocky McVay should be a total of \$500,000 to \$600,000 for O&C funds in 2017-2018

Non-Departmental: Decrease Revenue (\$6,923)

Increase Property Tax Revenue by 3%; decrease other miscellaneous revenues per historical actual receipts

- **Vice Chair Gold** expressed support
- **Commissioner Boice** had some reservations.
- **County Accountant Kallstrom** this is adding \$250K

**Chair Huxley** called for discussion on Recommendation 5 (1:54PM)

Recommend reducing transfers into the General Fund.

a. Two departments are receiving transfers from Reserve Funds that are more than the annual receipts. The County Clerk's Recording Reserve Fund and the County Surveyor's Cornerstone Reserve Fund are currently spending down their reserves by transferring more than annual receipts. Recommend reducing transfers to annual receipts.

b. Reduce transfer from Road Capital Improvement Fund for Sheriff Patrol from \$1,705,000 to \$500,000 to maintain Road Capital Improvement Fund balance.

c. A transfer was budgeted in 2016-2017 Fiscal Year from Public Health Fund to Sheriff Department to cover partial cost of the Code Enforcement Officer. Sheriff Department is no longer handling the Code Enforcement Officer position so this transfer to the General Fund is no longer needed.

Clerk-Recording:  
 Reduce transfer in from Recording Reserve fund to maintain Reserve fund balance **Decrease Revenue**  
 (\$40,722)

County Surveyor:  
 Reduce transfer in from Cornerstone Reserve fund to maintain Reserve fund balance **Decrease Revenue**  
 (\$10,000)

Sheriff-Civil/Criminal/Patrol:  
 Reduce transfer in from Road Capital Improvement fund to maintain Road Capital fund balance **Decrease Revenue** (\$1,205,000)

Sheriff-Civil/Criminal/Patrol:  
 Eliminate transfer in from Public Health fund -Sheriff Department no longer funding Code Enforcement Officer position **Decrease Revenue** (\$30,000)

- **Chair Huxley** is not in favor of using road funds for this budget process and supports hiring a code enforcement officer.
- **Vice Chair Gold** Would like to see what budget looks like with and without road funds.
- **Commissioner Boice** disagrees with not using road funds.
- **County Accountant Kallstrom** needs budget direction to continue working on budget.

• **Chair Huxley** For direction here, at this time, we have 2 for use of no road funds. (2:07PM)

**Chair Huxley** called for discussion on Recommendation 6 (2:07PM)

Recommend closing County Services for six days during the 2017-2018 Fiscal Year. This recommendation comes with the caveat that the County, citizens and interested parties join together to pass a Sheriff Levy on the November 2017 ballot to permanently fund the Criminal, Civil and Patrol Department and the Jail Department. The cost savings for the General Fund comes from employee cost per day of approximately \$17,000. All funds and departments, including elected officials, department heads and regular employees, would participate.

All Departments:	Decrease Expenditure	\$102,000
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Close County Departments for 6 days during 2017-2018 Fiscal Year at \$17,000 per day. To be used in conjunction with campaign to pass a Sheriff Levy.

- **Chair Huxley** is not in favor of using furlough days because it is not realistic for Sheriff's department, but favors exploring possibility of changing from 40 hour work to 32 week and/or departments changing certain positions to irregular.
- **Vice Chair Gold** suggested considering other options such as 2 weeks at Christmas as that would be 10 furlough days or perhaps 1 furlough ay a month at a not yet scheduled Workshop.

- **Commissioner Boice** believes the following departments are most important: Assessor’s office, Clerk’s office, DA’s office, and the Juvenile office.
- **County Accountant Kallstrom** stated furloughs are a step toward keeping anybody from losing their jobs. It would include all employees within the General Fund and their respective admin costs.
- **Chair Huxley** directed County Account Kallstrom not to proceed w/furlough issue (2:14PM)

**Chair Huxley** called for discussion on Recommendation 7 (2:18PM)

Reduce budgeted positions through attrition. County Election Department- reduce one position not filled in the current fiscal year. Sheriff Department- reduce two out of three unfilled positions.

Clerk-Elections: Reduce budgeted position (not currently filled) Decrease Expenditure \$50,947

Sheriff-Civil/Criminal/Patrol:

Reduce (2) budgeted positions (not currently filled) Decrease Expenditure \$130,000

Recommend combining Board of Commissioners Office and Finance Office. The consolidation would provide backup staff to BOC daily operations and allow the current unfilled BOC staff position to be reduced.

**2<sup>nd</sup> Portion** Admin Services: Decrease Expenditure \$28,000

Consolidate Financial & BOC offices. Use finance staff as backup and eliminate (1) budgeted BOC position (not currently filled).

- **Chair Huxley** observed recommendation for the 17-18 FY was not to budget for 3 positions and feels this should be held in abeyance until a county administrator and a county accountant are hired.
- **Vice Chair Gold** supports consolidation via attrition, supports following the department head’s recommendations and asked about the disadvantages and advantages of county administrator.
- **Commissioner Boice** supports consolidation, but is not in favor of a county administrator for several reasons including unknown cost and because there are positions in the County, especially in the Sheriff’s department, that need to be filled.
- **County Counsel** agrees a 1 single person in the BOC office is reasonable and favors keeping legal assistant, Brenda Starbird.
- **County Accountant Kallstrom** observed department heads have done without and adjusted to it and also it is better to have the county administrator and the county accountant work closely together.
- **Chair Huxley 2<sup>nd</sup> portion** of recommendation 7. There seems to be agreement on this and asked for consensus. (2:31PM)
- **Vice Chair Gold** Fine
- **Commissioner Boice** OK

**Chair Huxley** called for discussion on Recommendation 8 (2:32PM)

Correct 2016-2017 budgeting typo error, in Sheriff Department the Uniform Supply budget line item was inadvertently entered as \$75,000 instead of \$7,500.

Sheriff-Civil/Criminal/Patrol: Decrease Expenditure \$67,500

Correct budgeting error, budgeted \$75,000 instead of \$7,500 for Uniforms.

Reduce all Material and Supplies budgets, net of Administrative

Intergovernmental SeNices and Grants, by 5%. (Schedule Attached)

Find additional expenditure line items in General Fund to complete budget balancing.

Non-Departmental: Reduce expenditure line(s) to balance as needed

Decrease Expenditure \$930

- **Chair Huxley** stated we're in agreement there and expressed concern impact grants and IGA's will have on the budget.
- **Vice Chair Gold** emphasized importance of involving department heads.
- **Commissioner Boice** observed budget is a moving target and asked if there was there a goal or objective of 0% to 10% for getting to a net figure?
- **County Accountant Kallstrom** stated typo was not caught last year, the grants are being moved from General Fund to Restricted Fund and observed, in materials & services, a 10% reduction would really cause some problems.
  
- **Chair Huxley** continued the discussion on the 17 – 18 FY budget asked about PERS increase and the Floras Lake issue (2:39PM)
- **Vice Chair Gold** supports a setting up a Floras Lake contingency fund and asked if a special budget meeting may be needed?
- **County Accountant Kallstrom** advised she has not yet removed the attrition positions nor removed funds going to restricted funds and favors assigning funds, the amount up to the Board, to care of the Floras Lake project.
  
- **Chair Huxley** stated that was the last of **County Accountant Kallstrom's** recommendations and asked if **John Spicer** or **Terry Brayer** were here to discuss the Citizens Budget Advisory committee (CBAC) recommendations? (2:47PM)
- **Terry Brayer** (2:51PM) summarized the CBAC recommendations and addressed the effects of those recommendations such as a 30% reduction in all departments, adding 1.5 to 2 .0 FTE to the Assessor's office, using or not using road funds, increasing revenues, keeping 7 or 8 deputies, and/or kicking the can down the road.
- **Chair Huxley** As a side piece to recommendation 6, we were looking at a 32 work week vs a straight 30% cut.
- **Vice Chair Gold** observed the deputies need roads.
- **Commissioner Boice** observed there was about a \$2M difference between the 2 proposals, CBAC & County Accountant in terms of the shortage and asked if Mr Brayer could shed some light on this?

**Chair Huxley** asked for public comment (3:06PM)

- **Assessor Jim Kolen** Haven't given us any budget direction at all. Over another of \$1M cuts out of budget. Looks like not any money for anything else. My recommendation, just fund law enforcement and shut down everything else down. Assessment tax collection cut from 14 FT in 2007 to 7.2 FT now. We're not meeting many of the mandates required by law. A 30% cut – see comments to CBAC committee **Commissioner Gold** what did you mean about talking to people who don't want tax?
- **Vice Chair Gold** Get a county administrator. Maybe it will be me that has to be cut. Fine with that. (3:09PM)
- **Assessor Kolen** expressed desire to see more specific direction from the Board as he does not believe the County can fund the law enforcement while continuing to fund all departments and

feels an obligation to advise current employees of possible future consequences of BOC budget decisions.

- **Chair Huxley** We have given direction to county accountant. (3:13PM)
- **Vice Chair Gold** feels a workshop with department heads is needed to further discuss these issues.
- **Commissioner Boice** stated he learned a lot today, such as no use of road funds, no furlough days, and asked the Board to set another meeting to continue to discuss these issues. o
- **County Accountant Kallstrom** doesn't think budget is balanced at this point; however, with the direction given today -- the 4 positions through attrition will be adjusted in department budgets and department heads will be directed to take a take a 5% cut in materials and supplies feel she will have something available by 4/12.
- **County Counsel Huttl** point out there is a 10-Noon Solid Waste Recycling meeting on 4/12.
- **Chair Huxley** Schedule workshop 4/12 at 1P (3:23PM)

**13. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS (11:53AM)**

- **Vice Chair Gold** stated wants to bring back the travel policy, has talked to **County Counsel** about county administrator and asked **County Account Kallstrom** if she needs more budget direction.
- **Commissioner Boice** advised he attended a Fair Board meeting, attended a meeting in Coos Bay discussing narcotics in our area, observed Coos County jail has similar problems as Curry County jail and is working with **Roadmaster Robbins** about vehicle inventory.
- **County Counsel** asked if BOC wants a workshop as there are other alternatives.
- **County Account Kallstrom** stated budget direction from BOC is essential so that she can calculate the impact those directions will have.
- **County Counsel** asked about the April 8 Town Hall meeting and **Carl King** stated there will be town halls in Chetco 1<sup>st</sup>, Gold Beach 10:45A and Port Orford at 1P (12:06PM)
- **Chair Huxley** stated Town Hall meetings are with State Sen Cruse & Representative Smith and asked if **County Account Kallstrom**, and **County Account Kallstrom** confirmed she has resigned effective June 21, 2017. (12:13PM)

\* \* \* \* \* 12:15PM to 1:15PM Lunch Break \* \* \* \* \*

**14. EXECUTIVE SESSION**

**15. ADJOURN 3:25P**

DRAFT

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

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

**AGENDA ITEM TITLE:**

Curry County Comprehensive Plan and Zoning Ordinance amendments related to Natural Hazards

**AGENDA DATE<sup>a</sup>:** 08.02.2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 40 minutes

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

**CONTACT PERSON:** Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 7.24.2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** The subject amendments are related to the County's Comprehensive Plan and Zoning Requirements for natural hazards. The attached staff report provides background and recommendations.

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Ordinance

- (1) Staff report and multiple attachments
- (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: 08. /03 / 2017

Email:

johnsonc@co.curry.or.us

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

(If No, brief detail) Attachment 1 Exhibit 2, is not clear and legible, Attachment 4 there is type that is too small and some of the print appears to be illegible. Also, Wikipedia is spelled incorrectly within the document. Also, if filing Ordinance, please remove " Attachment 1" as header

CORRECTED AS REQUESTED JJ.

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Presentations

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

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

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

Commissioner Thomas Huxley      Yes  No

Commissioner Sue Gold            Yes  No

Commissioner Court Boice        Yes  No

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





## Board of Commissioners Agenda Report

**Date:** August 2, 2017  
**From:** Carolyn Johnson, Community Development Director  
**Issue/Agenda Title:** Curry County Comprehensive Plan and Zoning Ordinance amendments related to Natural Hazards

**Recommendation:** Consider adoption of Ordinance (Attachment 1) repealing and replacing Comprehensive Plan Chapter 7 – Hazards and adding to the Curry County Zoning Ordinance Sections 3.254 and 3.255 related to landslide and liquefaction regulations.

If additional time is needed to review the information in this report, the public hearing should be continued to a date certain.

**Summary:** The subject amendments include a repeal and replacement of Comprehensive Plan Chapter 7 – Hazards and their related maps identifying areas of the county with risk of landslides, liquefaction, coastal erosion, tsunamis, wildfire and flooding and the addition of Section 3.254. Liquefaction Hazards Overlay Zone and Section 3.255. Landslide Hazards Overlay Zone to the Zoning Ordinance. The Oregon Department of Land and Conservation (DLCD) provided Curry County funding and technical assistance in to prepare the subject amendments as a result of the State of Oregon’s Department of Geology and Mineral Industries (DOGAMI) completion of new Curry County maps identifying locations of County hazard areas; with the exception of the new FEMA maps for the County, all maps will be available for adoption at a future Board meeting.

Curry County Community Development staff and the Planning Commission reviewed and took public comments on the proposed amendments earlier this year. On February 16, 2017, the Planning Commission review was concluded with a recommendation to the Board of Commissioners (Board) to repeal and replace Comprehensive Plan Chapter 7 and its related maps and authorize Zoning Ordinance additions comprised of 3.254. Liquefaction Hazards Overlay Zone and Section 3.255. Landslide Hazards Overlay Zone.

A written public comment (Attachment 5) was received by Mr. Carl Smith, representing the owners of 95650 Sixes River Road regarding the Planning Commission recommended new Zoning Ordinance liquefaction language. Mr. Smith raised a number of valid points with which staff concurs that are reflected in Attachment 1, Exhibit 1 – the Ordinance adopting the recommended changes.

**Fiscal impact of amendments to the County budget:** None

**Attachments:**

1. Ordinance – Exhibit 1 and Exhibit 2
2. Map Exhibit
3. Liquefaction/Landslides fact sheet.
4. Postcard notification to all property owners in the Liquefaction and Landslide Hazard Overlay Zone areas on July 10, 2017 and public hearing notice included in the July 19 Curry County Reporter newspaper.
5. July 23 and 24, 2017 e-mail thread between Mr. Carl Smith and Community Development Director (CDD) Carolyn Johnson.
- 5a. Original Planning Commission recommended language in a legislative format with the recommended changes; Section 3.254(2d), (4a) and (4b)
6. Memo from DLCD staff regarding liquefaction data



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

In the Matter of the Adoption of )  
An Ordinance Repealing and )  
Replacing Comprehensive Plan )  
Chapter 7 – Natural Hazards and )  
The Addition of Zoning Ordinance) )  
Section 3.254. Liquefaction )  
Hazards Overlay Zone and ) **ORDINANCE NO. 17-\_\_**  
Section 3.255. Landslide Hazards )  
Overlay Zone. )

The Board of Curry County Commissioners ordains as follows:

**Section 1 – Repeal and Replacement of Comprehensive Plan Chapter 7 – Natural Hazards and Adoption of Additions to Zoning Ordinance Article III.** This Ordinance hereby repeals and replaces Comprehensive Plan Chapter 7 – Natural Hazards and adopts Zoning Ordinance Section 3.254. Liquefaction Hazards Overlay Zone and Section 3.255.Landslide Hazards Overlay Zone I; attached hereto as Exhibit 1.

**Section 2 – Adoption of Comprehensive Plan Liquefaction and Landslide maps related to Zoning Ordinance Section 3.254. Liquefaction Hazards Overlay Zone and Section 3.255.Landslide Hazards Overlay Zone.** This Ordinance hereby adopts the following Comprehensive Plan maps: Landslides, Liquefaction, Coastal Erosion, Tsunamis and Wildfire Hazards maps; attached hereto as Exhibit 2.

**Section 3 - Authority**

This Ordinance is being adopted under the authority of ORS Chapters 197 and 215, and Curry County Zoning Ordinance (CCZO) Article IX, Section 9.010 following published notice. This Ordinance shall be effective upon adoption.

**Section 4 – Ordinance Validity**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.



**DATED this 2nd day of August, 2017.**

**BOARD OF CURRY COUNTY COMMISSIONERS**

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

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

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

Recording Secretary:

\_\_\_\_\_  
John Jezuit

First Reading: August 2, 2017

Effective Date: August 2, 2017

Approved as to Form:

\_\_\_\_\_  
John HuttI  
Curry County Legal Counsel

**ATTACHMENT 1**  
**EXHIBIT 1**

# Curry County Comprehensive Plan

## Chapter 7 - NATURAL HAZARDS

### 7.1 INTRODUCTION

Curry County has areas which are subject to various natural hazards that can cause loss of life and property. These hazards are related to various environmental processes and the natural characteristics of the region, which under certain situations can cause significant impacts to property, potentially life, estuaries, lower river floodplains and freshwater marshes. The natural hazards identified in Statewide Planning Goal 7 (Natural hazards) that are known to affect certain areas of the county include the following:

- Flood Hazard.
- Tsunami hazard.
- Coastal Erosion Hazard.
- Earthquake (Liquefaction) Hazard.
- Landslide Hazard.
- Wildfire.

The principal sources of information regarding natural hazards in the county include the following and are incorporated by reference herein:

Flood: “The Flood Insurance Study for Curry County, Oregon and Incorporated Areas”, dated March 17, 2014, with accompanying Flood Insurance Rate Maps (FIRM).

#### Tsunami:

- Regulatory tsunami inundation boundary (SB 379; ORS 455.446 and 455.447)
- DOGAMI OPEN-FILE REPORT O-13-07: “Tsunami Inundation Scenarios for Oregon” map series.

#### Coastal Hazards:

- Detailed Study: DOGAMI OPEN-FILE REPORT O-13-07: “Oregon Beach Shoreline Mapping and Analysis Program: Quantifying Short to Long Term Beach and Shoreline Changes in The Gold Beach, Nesika Beach, and Netarts Littoral Cells, Curry and Tillamook Counties, Oregon”.
- General Study: DOGAMI BULLETIN 90: “Land Use Geology of Western Curry County, Oregon”.

Earthquake (Liquefaction): The most recently published DOGAMI open-file report, Ground motion, ground deformation, tsunami inundation, co-seismic subsidence, and damage potential maps for the 2012 Oregon Resilience Plan for Cascadia Subduction Zone Earthquakes; NEHRP site class and liquefaction susceptibility maps based on surficial geology and re-mapped using LIDAR.

Landslide: Detailed Study: DOGAMI OPEN-FILE REPORT O-14-10; “Landslide Inventory of Coastal Curry County, Oregon” with associated map series.

Wildfire: Fire Threat Index: Oregon Department of Forestry, 2013, "The West Wide Wildfire Risk Assessment": Oregon Department of Forestry, Western Forestry Leadership Coalition, Council of Western State Foresters; Funded by: USDA Forest Service; The Sanborn Map Company, Inc., 2012.

Since many of these hazards are related to excess water, land form type, soil structure, and geology, or a combination of these factors, the effect of man's actions relative to these lands must be considered in all land uses in these areas. Statewide Planning Goal 7 requires that a comprehensive plan provide "protection of life and property from natural disasters and hazards" by the identification of areas that are potentially subject to natural hazards and the adoption of plan policies and implementing measures to protect life and property from such hazards. Specifically this Goal states that "Local governments shall adopt comprehensive plans (inventories, policies and implementing measures) to reduce risk to people and property from natural hazards."

Natural hazards related to coastal processes are also addressed in Statewide Planning Goals 17 and 18. Goal 17 Coastal Shorelands requires that "land use plans, implementing actions and permit reviews shall include consideration of the critical relationships between coastal shorelands and resources of coastal waters, and of the geologic and hydrologic hazards associated with coastal shorelands." Goal 18, Beaches and Dunes, requires that comprehensive plans "reduce the hazard to human life and property from natural or man-induced actions associated with beach and dune areas."

The Curry County Comprehensive plan complies with these goal requirements by adopting an inventory of these hazards and providing plan policies with implementation measures that provide protection of human life and property from these hazards.

This chapter will provide brief summaries for each of the priority hazards in Curry County together with associated comprehensive plan policies related to these natural hazards.

## **7.2 DESCRIPTION OF NATURAL HAZARDS**

**7.2.1 Flood Hazard:** Flooding results when surface water flow exceeds the carrying capacity of rivers, streams, channels, ditches, and other drainage systems. In Oregon, flooding is most common from October through April when storms from the Pacific Ocean bring intense rainfall. Most of Oregon's destructive natural disasters have included flooding. Flooding in Curry County most commonly occurs in the winter months and is typically associated with prolonged, intense rainfall events. Flooding can be aggravated when such rainfall events occur when snow accumulation is present at higher elevations, and heavy rainfall runoff is compounded by rapid snow melt. The principal types of flood that occur in Curry County include: coastal flooding from high tides and ocean storms, and high river flows (within estuaries the two types combine to create flood hazards). Flooding may also occur in combination with a local or distant tsunami event.



### **Findings and Implications for Curry County**

- Changing climate and weather patterns may alter the size, location and frequency of future floods in Curry County.
- None of the cities or county participate in the Community Rating System.
- Curry County has no severe repetitive flood loss properties and only three repetitive flood loss buildings.

Curry County experiences chronic flooding on an almost annual basis. The County has been named in five major disaster declarations over the past half-century.

**7.2.2 Tsunami Hazard:** A tsunami generally begins as a single wave but quickly evolves into a series of ocean waves, generated by disturbances from earthquakes, underwater volcanic eruptions, or landslides. The initial tsunami wave mimics the shape and size of the sea floor deformation that causes it. A tsunami from a local source Cascadia Subduction Zone (CSZ) earthquake will likely be stronger, higher and travel farther inland (overland and up river) than a distant tsunami (generated from a distant earthquake event such as in Alaska or Japan). The local tsunami wave may be traveling at 30 mph when it hits the coastline and have heights of 20 to more than 60 feet, depending on the coastal bathymetry (water depths) and geometry (shoreline features). Curry County is vulnerable to impacts from both local and distant tsunamis.

### **Findings and Implications for Curry County:**

The southern segment of the CSZ ruptures with an average recurrence interval of roughly 240 years; the most recent CSZ event occurred 315 years ago (Goldfinger et. al. 2012).

A local tsunami event generated by a CSZ earthquake will catastrophically impact key lifeline infrastructure systems. New tsunami inundation data is available and the County has updated its Comprehensive Plan to reflect this new data.

Local policy changes, particularly those related to land use and economic development, could reduce community vulnerability if enacted immediately and implemented over time.

#### Historically Significant Events:

**January 1700:** 9.0 Earthquake on the Cascadia Subduction Zone (CSZ) generated a significant local tsunami.

**March 1964:** 9.2 Earthquake in Alaska generated a distant tsunami the impacted the entire Oregon coast.

**March 2011:** A 9.1 earthquake in Tohoku Japan generated a distant tsunami that caused significant damage to port and marine facilities in Brookings and in nearby Crescent City, California.

**7.2.3 Coastal Erosion Hazard:** Coastal erosion is a natural process that continually affects the entire coast. Erosion becomes a hazard when development, life or community safety are threatened. Waves, currents, tides and storms resulting in

episodic and recurrent erosion constantly affect beaches, sand spits, dunes and bluffs. Shoreline retreat may be gradual over a season or many years, or it can be drastic, with the loss of substantial upland area during the course of a single storm event.

### **Findings and Implications for Curry County**

- Changing climate and weather patterns may alter the frequency, intensity and duration of wind and winter storm events that result in coastal erosion.
- Sea level rise may change the incidence and location of coastal erosion over time.
- Coastal erosion can affect utilities, transportation networks, and essential facilities with potential long-term impacts on residents and the local economy.
- Some of the highest erosion rates for bluff-backed shorelines in Oregon are found along a segment within the Nesika Beach area of Curry County, with bluff toe retreats measured at 1.9 feet per year (DOGAMI).

#### Historically Significant Events:

**1998 (Feb):** Port Orford- Heavy surf damaged Port Orford's sewage treatment plant, causing approximately \$300,000 in damage and eroded the dune that separates the ocean from Garrison Lake, one of Port Orford's water sources.

**2004:** Otter Point State Park- Coastal erosion destroyed a hiking trail.

**7.2.4 Earthquake (Liquefaction) Hazard:** Oregon and the Pacific Northwest in general are susceptible to earthquakes from four sources: 1) the off-shore Cascadia Subduction Zone (CSZ); 2) deep intra-plate events within the Juan de Fuca Plate; 3) shallow crustal events within the North American Plate; and 4) earthquakes associated with volcanic activity. The CSZ earthquake will likely provide the most catastrophic and significant impacts to Curry County with potentially severe ground shaking lasting up to 5 minutes. Buildings can sink into the ground if soil liquefaction occurs. Specifically, liquefaction is the mixing of sand or soil and groundwater during ground shaking caused by a moderate to strong earthquake. When the water and soil are mixed, the ground becomes very soft and acts similar to quicksand. If liquefaction occurs under a building, it may start to lean, tip over, or sink several feet. The ground firms up again after the earthquake has passed and the water has settled back down to its usual place deeper in the ground. Liquefaction is a hazard in areas that have groundwater near the surface within soils susceptible to liquefaction.

The areas most susceptible to ground amplification and liquefaction have young, soft alluvial sediments including sand and silt, usually found along river and stream channels, and in low lying coastal areas. In 2016, the Oregon Department and Mineral Industries (DOGAMI) completed detailed liquefaction maps for Curry County and the County has updated its Comprehensive Plan to reflect this new data.

### **Findings and Implications for Curry County:**

1) An earthquake triggered by the rupture of the Cascadia Subduction Zone will generate prolonged and severe ground shaking in Curry County; such shaking will result in soil liquefaction in areas with susceptible soil conditions and 2) Soil liquefaction

can result in significant damage to buildings and infrastructure, including roads and utilities. Areas of Curry County with soils susceptible to liquefaction have been identified at a level of detail sufficient for planning and design considerations. The last 9.0 earthquake on the Cascadia Subduction Zone (CSZ) was in January 1700. The southern segment of the CSZ ruptures with a recurrence of roughly 240 years (Goldfinger et. al. 2012) so the southern Oregon coast is within the window period and perhaps overdue.

**7.2.5 Landslide Hazard:** A landslide is any detached mass of soil, rock, or debris that falls, slides or flows down a slope or a stream channel. Landslides are classified according to the type and rate of movement and the type of materials that are transported. When the driving forces exceed the resisting forces, a landslide occurs. Landslides are a chronic, recurring hazard in Curry County. In a landslide, two forces are at work:

- the driving forces that cause the material to move down slope, and
- the friction forces and strength of materials that act to retard the movement and stabilize the slope.

### **Findings and Implications for Curry County**

- Transportation infrastructure in Curry County is particularly vulnerable to landslide hazards.
- In 2013, the Oregon Department and Mineral Industries completed a detailed landslide study for coastal Curry County; the county has updated its Comprehensive Plan to reflect this new data.
- Local policy changes, particularly those related to land use and transportation, could significantly reduce community vulnerability if enacted immediately and implemented over time.
- Changing climate and weather patterns may alter the size, location and frequency of landslides in Curry County.

Numerous landslide events have impacted State Highway 101 over the past half-century closing the highway at times, isolating communities and causing hundreds of thousands of dollars in repairs.

**7.2.6 Wildfire:** Wildfires occur in areas with large amounts of flammable vegetation that require a suppression response due to uncontrolled burning. Fire is an essential part of Oregon's ecosystem, but can also pose a serious threat to life and property particularly in the state's growing rural communities. Wildfire can be divided into three categories: interface, wildland, and firestorms. The increase in residential development in interface areas has resulted in greater wildfire risk. Fire has historically been a natural wildland element and can sweep through vegetation that is adjacent to a combustible home. New residents in remote locations are often surprised to learn that in moving away from built-up urban areas, they have also left behind readily available fire services providing structural protection.

## Findings and Implications for Curry County

- Changing climate and weather patterns may alter the size, location and frequency of future wildfires in Curry County.
- Gorse is a significant, highly flammable source of fuel for wild fires; it is an invasive shrub with large (average mapped polygon size is 34 acres in the region), dense patches common between Bandon and Port Orford.
- The Curry County Community Wildfire Protection Plan was developed in 2008 and has not been updated since.
- According to the 2008 CWPP, only a third of homes at risk to wildfire had the minimum recommended defensible space buffer of 30 feet.

### Historically Significant Events:

**1868:** Coos and Curry Counties- 90% of Elliott State Forest burned. The fire was stopped when it reached the ocean after burning through 296,000 acres and incurring \$150 Million in suppression costs.

**2002:** The Biscuit Fire burned roughly 500,000 acres for a total cost of \$150 million in damages, and included the destruction of 4 primary residences and 10 other structures.

## 7.3 PLAN GOALS AND POLICIES FOR NATURAL HAZARDS

Statewide Planning Goal 7 (Natural Hazards) requires adoption of comprehensive plans (inventories, policies and implementing measures) to reduce risk to people and property from natural hazards. Curry County has identified these natural hazards utilizing current and detailed maps/analyses which are included within the Curry County Comprehensive plan by reference. The County will also provide for appropriate development code requirements and safeguards for land uses in areas subject to these natural hazards.

Curry County requires compliance with these policies and regulations before permitting development. Additionally, construction in Curry County natural hazard areas are subject to regulations outlined in Oregon Specialty Codes. Required adherence to these policies and regulations reduces costs to the public and minimizes damage to the natural resources that might result from inappropriate development in natural hazard areas. The implementation of the County's natural hazards policies through Zoning Ordinance regulations facilitates appropriate natural hazards area development and protections.

### **General Policies:**

1. **Minimize development in Natural Hazard areas:** While Natural Hazard areas may be developed consistent with the Comprehensive Plan and County land use regulation, whenever possible natural hazard areas should be retained as open space, recreation use, and other low density uses.
2. **Coordination of Natural Hazards planning** with other Plans: Curry County shall coordinate its land use planning with all other county, state and federal emergency preparedness, response, recovery and mitigation programs.
3. **Specific Hazards** addressed include: Flood Hazards, Tsunami Hazards, Coastal Hazards, Earthquake (liquefaction) Hazards, Landslide Hazards, and Wildlife Hazards.

## **Policies related to Specific Hazards:**

**Flood Hazard:** Lands in Curry County subject to risk from flooding are identified as Special Flood Hazard Areas on the Flood Insurance Rate Maps (FIRMs) issued by FEMA, which have been adopted by Curry County. Curry County participates in the National Flood Insurance Program (NFIP) to reduce the risk of damage from flooding and to ensure the availability of flood insurance to Curry County property owners and residents. **Curry County shall:**

1. Adopt new or revised FIRM maps as necessary for continued participation in the National Flood Insurance Program.
2. Adopt, revise and maintain regulations for development in identified Special Flood Hazard Areas as necessary for continued participation in the NFIP.

**Tsunami hazard:** Curry County will protect life, minimize damage, and facilitate rapid recovery from a local source Cascadia Subduction Zone tsunami. **Curry County shall:**

1. Support tsunami preparedness and related resilience efforts.
2. Take reasonable measures to protect life and property to the fullest extent feasible from the impact of a local source Cascadia tsunami.
3. Use the Oregon Department of Geology and Mineral Industries (DOGAMI) Tsunami Inundation Maps applicable to Curry County to develop tsunami hazard resilience measures.
4. Adopt a Tsunami Hazard Overlay Zone for identified tsunami hazard areas to implement land use measures addressing tsunami risk.
5. Implement land division regulations that reduce risk to life and property from tsunami.
6. Require tsunami hazard acknowledgement and disclosure for new development in tsunami hazard areas.

**Coastal Hazard:** Curry County has designated certain coastal areas subject to chronic natural hazards with a plan and zoning designation for "Beaches and Dune Conservation" which recognizes the limitations of these areas for development generally. Additionally, Curry County recognizes that areas within the county are subject to significant coastal erosion hazards associated with increasing storminess and wave heights, and has identified these areas and included erosion hazard maps in the comprehensive plan by reference. **Curry County shall** adopt a Coastal Hazards Overlay zone to address chronic coastal erosion hazards and shall develop provisions within the overlay zone which provides safeguards to reduce risk to people, property and the natural environment from these coastal hazards.

**Earthquake (Liquefaction) Hazard:** Curry County recognizes that areas within the county are subject to significant liquefaction hazards associated with a Cascadia Subduction Zone earthquake, and has identified these areas and included liquefaction hazard maps in the comprehensive plan by reference. **Curry County shall** adopt land use regulations that address liquefaction hazards and which specify measures to reduce risk to people, property and the natural environment from liquefaction hazards.

**Landslide Hazard:** Curry County recognizes that areas within the county are subject to significant landslide hazards, and has identified these areas and included landslide hazard maps in the comprehensive plan by reference. **Curry County shall** adopt land use regulations that address landslide hazards and which specify measures to reduce risk to people, property, and the natural environment from landslide areas.

**Wildfire:** Curry County recognizes that areas within the county are subject to significant wildfire hazards, and has identified these areas and included wildfire hazard maps in the comprehensive plan by reference. In addition, Curry County has multiple fire districts to suppress and fight wildfire fires. **Curry County shall** adopt land use regulations that provide safeguards to reduce risk to people, property and the natural environment from wildfire hazards.

### **Section 3.254. Liquefaction Overlay Zone**

1. Purpose: The purpose of this section is to implement the liquefaction hazard policies set forth in Chapter 7 of the Curry County Comprehensive Plan and to manage development in a manner that reduces the risk to life and property from liquefaction hazards by:

- a) Identifying areas subject to liquefaction hazard;
- b) Assessing the risks to life and property posed by new development in areas of known liquefaction hazard; and
- c) Applying standards to the siting and design of new development on lands subject to liquefaction hazard that will reduce the risk to life and property from these hazards.

2. Applicability: This section shall apply to all development on lands identified as subject to liquefaction as mapped in DOGAMI Open File Report. Except for construction types identified in subsection 2. a) of this section, all new construction shall comply with the standards of Section 3.254 as part of a Conditional or Permitted Use Permit or Planning Clearance required for development based on the underlying zoning of the property on which development is proposed. Compliance with the requirements of this section is required prior to issuance of a building permit or grading permit.

- a) The following construction types are exempt from the requirement for a Liquefaction Hazard Area Permit:
  - i) Maintenance, repair, reconstruction or improvement of a structure that does not exceed 50% of the structure area, is located on the same footprint and does not exceed the existing height of the building; as long as the area of addition is outside a high risk liquefaction area.
  - ii) Structures classified in occupancy Group U under the Oregon Structural Specialty Code. (Note: Group U structures include but are not limited to garages, sheds, greenhouses and similar non-habitable accessory structures.)
  - iii) Structures and other work exempt from the permit requirements of the Oregon Specialty Codes.
- b) Application, review, decisions, and appeals for Conditional or Permitted Use Permits shall be in accordance with the requirements for administrative decisions pursuant to Section 2.060 (1).
- c) In addition to a completed application as set forth in Section 2.060, all applications for a Conditional or Permitted Use Permit or Planning Clearance in a Liquefaction Hazard Overlay zone shall include:
  - i) An engineering geologic report prepared by a certified engineering geologist; and,

ii) If geotechnical remediation is required to make the site suitable for the proposed development, an engineering report prepared by a geotechnical engineer or certified engineering geologist which provides design and construction specifications for the required remediation.

iii) Hazard Disclosure Statement: All Conditional or Permitted Use Permits or Planning Clearances for development applications and all building permit applications for restoration and replacement authorized by subsection 7. of this section shall acknowledge:

- a) The property is subject to potential liquefaction hazards and that development thereon may be subject to damage from such hazards;
- b) The property owner has commissioned an engineering geologic report for the subject property, a copy of which has been recorded against the property title, and that the property owner has reviewed the engineering geologic report and has thus been informed and is aware of the type and extent of liquefaction hazards present and the risks associated with development on the subject property;
- c) The property owner accepts and assumes all risks of damage from landslide hazards associated with development of the subject property.

d) In approving a Conditional or Permitted Use Permit or Planning Clearance the reviewing authority may impose any conditions which are necessary to ensure compliance with this section or with any other applicable provisions of the Curry County Zoning Ordinance. Requirements of compliance with recommendations of the engineering geologic report shall be included as project conditions for any Conditional or Permitted Use Permit or Planning Clearance.

3. A decision to approve a Conditional or Permitted Use Permit or Planning Clearance in a Liquefaction Hazard Area shall require findings of compliance with all of the following criteria:

- a) The engineering geologic report conforms to the requirements of subsection 5. of this section.
- b) The development plans conform, or can be made to conform, to all recommendations and specifications contained in the engineering geologic report.
- c) The development plans comply with the applicable requirements of subsection 4. of this section.

4. Development Limitations: In addition to conditions, requirements and limitations imposed by a required engineering geologic report, all development subject to a Planning Clearance or Conditional Use Permit shall be subject to the following limitations:



- a) Safest Site Requirement: All new construction shall be subject to one of the following:
- i. location on the portion of the subject property most suitable for development based on the least exposure to risk from liquefaction hazards, as determined by a certified engineering geologist as part of an engineering geologic report prepared in accordance with Section 3.254(5) or
  - ii. location on any portion of the site subject to liquefaction hazard mitigations measures identified in the geology report that will reduce the hazard risk to that of the area with the least exposure to risk.
- b) New Lot or Parcel Development Prohibition: Notwithstanding County consideration of a Variance as specified in Article VIII, on lots and parcels created after August 2, 2017, new construction of residential dwellings must be located outside the area subject to this provision.
- c) Land Division Requirements: Any new lot or parcel subject to this provision shall provide a building foot print that:
- i) Provides a minimum of 750 square feet and is identified on the preliminary map;
  - ii) Complies with all required set-backs; and,
  - iii) Is located outside the coastal hazard area.
- d) Residential density limitation: Notwithstanding the residential density allowances of the subject zone, additional dwelling units beyond the initial unit, or existing development lawfully sited prior to August 2, 2017, are prohibited.

## 5. Engineering Geologic Report Requirements

- a) Engineering geologic reports required pursuant to this section shall be prepared consistent with standard geologic practices and employing generally accepted scientific and engineering principles. Such reports shall be generally consistent with the "Guideline for Preparing Engineering Geologic Reports", Second Edition, May, 2014, published by the Oregon Board of Geologist Examiners.
- b) In addition to the general requirements set forth in subsection 5. a), engineering geologic reports required pursuant to this section shall include the following:
- i) An analysis and evaluation of the information, data and mapping contained in the applicable DOGAMI Open File Report for potential liquefaction affecting subject property.
  - ii) An identification of the safest area, or areas, of the subject property for the siting of the proposed development considering liquefaction risk.

6. Certification of Compliance: Permitted development subject to this section shall comply with all recommendations in any required engineering geologic report. Certification of compliance shall be provided as follows:

a) Plan Review Compliance: Building, construction or other development plans shall be accompanied by a written statement from a certified engineering geologist that the plans comply with the recommendations contained in the engineering geologic report for the approved project in the Liquefaction Hazard Area.

b) Inspection Compliance: Upon completion of any development activity for which the engineering geologic report recommends inspection or observation by a certified engineering geologist, a written statement from a certified engineering geologist certifying that the development activity has been completed in conformance with the applicable recommendations shall be provided.

c) Final compliance: Development subject to this section shall not receive final approval (e.g. certificate of occupancy, final inspection, etc.) until the Director receives:

i) A written statement by a certified engineering geologist that all performance, mitigation, and monitoring measures specified in the engineering geologic report have been satisfied;

ii) If mitigation measures for the subject development incorporate engineering solutions designed by a licensed professional engineer, a written statement of compliance from the design engineer.

## 7. Restoration and Replacement of Existing Structures

a) Notwithstanding any other provisions of this ordinance, application of this section shall not have the effect of rendering any existing use or structure non-conforming as defined in Section 1.030.

b) Replacement, repair or restoration of a lawfully established building or structure subject to this section that is damaged or destroyed by fire, other casualty or natural disaster not associated with liquefaction hazard shall be permitted, subject to all other applicable provisions of this ordinance, and subject to the following limitations:

i) Replacement pursuant to this subsection is limited to a building or buildings not larger than the damaged building.

ii) Replacement or restoration authorized by this subsection shall commence within 18 months of the fire or other casualty which necessitates restoration or replacement.

iii) Application for a building permit for restoration or replacement authorized by this subsection shall be accompanied by an engineering geologic report meeting the requirements of subsection 3.254 (5) of this section and requirements related to a certificate of compliance specified in subsection 3.254(6).

**Section 3.255. Landslide Hazard Overlay Zone (LHZ)**

1. Purpose: The purpose of this section is to implement the landslide hazard policies set forth in Chapter 7 of the Curry County Comprehensive Plan and to manage development in a manner that reduces the risk to life and property from landslide hazards by:

- a) Identifying areas subject to landslide hazard;
- b) Assessing the risks to life and property posed by new development in areas of known landslide hazard; and
- c) Applying standards to the siting and design of new development on lands subject to landslide hazard that will reduce the risk to life and property from these hazards.

2. Applicability: This section shall apply to all lands within existing landslides mapped in DOGAMI Open File Report 0-14-10, "Landslide Inventory of coastal Curry County, Oregon" and the lands noted on the Comprehensive Plan Landslide Overlay zone map.

3. Landslide Hazard Area Requirements

a) Except for activities identified in subsection 3. b) as exempt, any new development activity as defined in Section 1.034 on land subject to this Section shall be subject to the requirements of this Section. Compliance with this Section is required prior to the issuance of a Conditional or Permitted Use Permit or Planning Clearance and a building permit or grading permit.

b) The following development activities are exempt from the requirements of this Section:

- i) Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation and do not exceed 50% of the existing area of the structure.
- ii) An excavation and/or fill which is less than two feet in depth, or which involves less than twenty-five cubic yards of volume;
- iii) Exploratory excavations under the direction of a certified engineering geologist or registered geotechnical engineer;
- iv) Construction of structures for which a building permit is not required;
- v) Removal of trees smaller than 8-inches dbh (diameter breast height);
- vi) Yard area vegetation maintenance and other vegetation removal;
- vii) Forest operations subject to regulation under ORS 527 (the Oregon Forest Practices Act);
- viii) Maintenance and reconstruction of public and private roads, streets, parking lots, driveways, and utility lines, provided the work does not extend outside of previously disturbed area;

- ix) Maintenance and repair of utility lines, and the installation of individual utility service connections;
  - x) Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazard;
  - xi) Restoration, repair or replacement of a lawfully established structure damaged or destroyed by fire or other casualty in accordance with subsection 7. of this section.
  - xii) Except for on-site construction and maintenance of facilities, farm uses as defined in ORS 215.203(2) that are identified in the underlying zoning district as an outright use.
- c) Application, review, decisions, and appeals for Conditional or Permitted Use Permits or Planning Clearances for development in a Landslide Hazard Area shall be in accordance with the requirements for administrative decisions pursuant to Section 2.060 (1).
- d) In addition to a completed application as set forth in Section 2.060, all applications for a Conditional or Permitted Use Permit or Planning Clearance and a building permit or grading permit in a Landslide Hazard Area shall include:
- i) An engineering geologic report prepared by a certified engineering geologist and conforming to the requirements of subsection 5. of this section; and,
  - ii) If geotechnical remediation is required to make the site suitable for the proposed development, an engineering report prepared by a geotechnical engineer or certified engineering geologist which provides design and construction specifications for the required remediation.
  - iii) Hazard Disclosure Statement: A Hazard Disclosure Statement shall be filed against a property title prior to issuance of a Conditional or Permitted Use Permit, if a Conditional or Permitted Use Permit is required. If a Planning Clearance is required, the Hazard Disclosure Statement shall be recorded against the property prior to issuance of a Building Permit. The Hazard Disclosure Statement shall include the following:
    - a. Property address is subject to potential chronic natural hazards and that development thereon is subject to risk of damage from such hazards;
    - b. Name of property owner has commissioned a geologic report for the subject property, a copy of which is on file with the Curry County Community Development Department, and that Name of property owner has reviewed the geologic report and has thus been informed and is aware of the type and extent of hazards present and the risks associated with development at Property address;
    - c. Name of property owner accepts and assumes all risks of damage from natural hazards associated with the development of Property address.

e) In the event the reviewing authority determines that additional review of a Conditional or Permitted Use Permit or Planning Clearance for development in a Landslide Hazard Area should be undertaken by an appropriately licensed and/or certified engineering geologist professional to determine compliance with this section, Curry County shall, at the applicant's expense, retain the services of such a professional for this purpose. All costs incurred by the County for this additional review shall be paid by the applicant as a part of the application fee for a Conditional or Permitted Use Permit or Planning Clearance in a Landslide Hazard Area.

f) In approving a Conditional or Permitted Use Permit or Planning Clearance for development in a Landslide Hazard Area, the reviewing authority shall impose any conditions which are necessary to ensure compliance with this section, including the geologic report recommendations and any other applicable provisions of the Curry County Zoning Ordinance.

g) Approval Criteria: A decision to approve a Conditional or Permitted Use Permit or Planning Clearance for development in a Landslide Hazard Area shall require findings of compliance with the following criteria:

i) The engineering geologic report conforms to the requirements of subsection 5. of this section.

ii) The development plans conform, or can be made to conform, to all recommendations and specifications contained in the engineering geologic report.

iv) The engineering geologic report contains a statement that, in the professional opinion of the certified engineering geologist that prepared the report, the proposed development will not create or be subject to risk from landslide hazards that exceeds acceptable level of risk, considering site conditions and any recommended mitigation and/or remediation. As used in this section, acceptable level of risk is defined as that level of risk that provides reasonable protection of the public safety, though it does not necessarily ensure continued structural integrity and functionality of the project. For development subject to this section, acceptable level of risk is further defined as:

a. No substantial risk to life safety from rapidly moving landslide hazards; and,

b. The proposed development can be sited and constructed in a manner that reasonably limits the risk of structural or other property damage from a landslide affecting the site and/or adjacent sites.

4. Development Limitations: In addition to conditions, requirements and limitations imposed by a required engineering geologic report, all development subject to Conditional or Permitted Use Permits or a Planning Clearance in a Landslide Hazard Area shall be subject to the following limitations:

a) Safest Site Requirement: All new construction shall be located on the portion of the subject property that is capable of accommodating the proposed development and is subject to the least exposure to risk from landslide hazards, as determined by a

certified engineering geologist as part of an engineering geologic report prepared in accordance with subsection 5. of this section. Notwithstanding the provisions of Article IV, as necessary to comply with this requirement any required set-back from a property line may be reduced by up to 50%, without a variance.

b) New Lot or Parcel Development Prohibition: On lots and parcels created after August 2, 2017, new construction must be located outside the area subject to this provision unless a geologic report as specified in Section 3.254(5) is submitted by the applicant that identifies an appropriate location for new lots or parcel development and compliance with Section 3.254(6).

c) Land Division Requirements: Any new lot or parcel subject to this provision shall provide a building foot print that:

- i) Provides a minimum of 750 square feet and is identified on the preliminary map;
- ii) Complies with all required set-backs; and,
- iii) Is located outside the landslide hazard area unless a geologic report ,as specified in Section 3.254(5) is submitted by the applicant with the subdivision application for a new lot or parcel inside the liquefaction area identifying an appropriate location for new lots or parcels in compliance with Section 3.254(6).

d) Residential density limitation: Notwithstanding the residential density allowances of the subject zone, additional dwelling units beyond the initial unit, or existing development lawfully sited prior to August 2, 2017, are prohibited.

## 5. Engineering Geologic Report Requirements

a) Engineering geologic reports required pursuant to this section shall be prepared consistent with standard geologic practices and employing generally accepted scientific and engineering principles. Such reports shall be generally consistent with the "Guideline for Preparing Engineering Geologic Reports", Second Edition, May, 2014, published by the Oregon Board of Geologist Examiners.

b) In addition to the general requirements set forth in subsection 5.a), engineering geologic reports required pursuant to this provision shall include the following:

- i) An analysis and evaluation of the information, data and mapping contained in DOGAMI Open File Report 0-14-10 for the landslide or landslides identified as affecting subject property. This analysis should include an identification of mapped attributes including landslide activity, landslide features, depth of failure and classification of movement, and a discussion and interpretation of these attributes and their impact on the subject property based on field observations.
- ii) An identification of the safest area, or areas, of the subject property for the siting of the proposed development considering landslide risk.
- iii) A statement of the professional opinion of the certified engineering geologist preparing the report as to whether the proposed development can be

sited and constructed in a manner that is within acceptable level of risk, as defined in subsection 3. g) iii) of this section.

6. Certification of Compliance: Permitted development or subdivision of land subject to this section shall comply with all recommendations in any required engineering geologic report as conditions of approval for a Conditional or Permitted Use Permit or Planning Clearance or Subdivision permit. Certification of compliance shall be provided as follows:

a) Plan Review Compliance: Building, construction or other development plans shall be accompanied by a written statement from a certified engineering geologist that the plans comply with the recommendations contained in the engineering geologic report for the approved development subject to the requirements of the Conditional or Permitted Use Permit or Planning Clearance in a Landslide Hazard Area.

b) Inspection Compliance: Upon completion of any development activity for which the engineering geologic report recommends inspection or observation by a certified engineering geologist, a written statement from a certified engineering geologist certifying that the development activity has been completed in conformance with the applicable recommendations shall be provided.

c) Final compliance: Development subject to this section shall not receive final approval (e.g. certificate of occupancy, final inspection, etc.) until the director, or building official, receives:

i) A written statement by a certified engineering geologist that all performance, mitigation, and monitoring measures specified in the engineering geologic report has been satisfied;

ii) If mitigation measures for the subject development incorporate engineering solutions designed by a licensed professional engineer, a written statement of compliance from the design engineer.

7. Restoration and/or Replacement of Existing Structures

a) Notwithstanding any other provisions of this ordinance, application of this section shall not have the effect of rendering any lawfully existing use or structure non-conforming as defined in Section 1.030.

b) Replacement, repair or restoration of a lawfully established building or structure subject to this section that is damaged or destroyed by fire, other casualty or natural disaster not associated with landslide hazard shall be permitted, subject to all other applicable provisions of this ordinance, and subject to the following limitations:

i) Replacement pursuant to this subsection is limited to a building or buildings not larger than the damaged building.

ii) Replacement or restoration authorized by this subsection shall commence within 18 months of the fire or other casualty which necessitates restoration or replacement.

iii) Application for a building permit for restoration or replacement authorized by this subsection shall be accompanied by an engineering geologic report meeting the requirements of subsection 3.255(5) and 3.255(6) of this section.



**ATTACHMENT 1  
EXHIBIT 2**

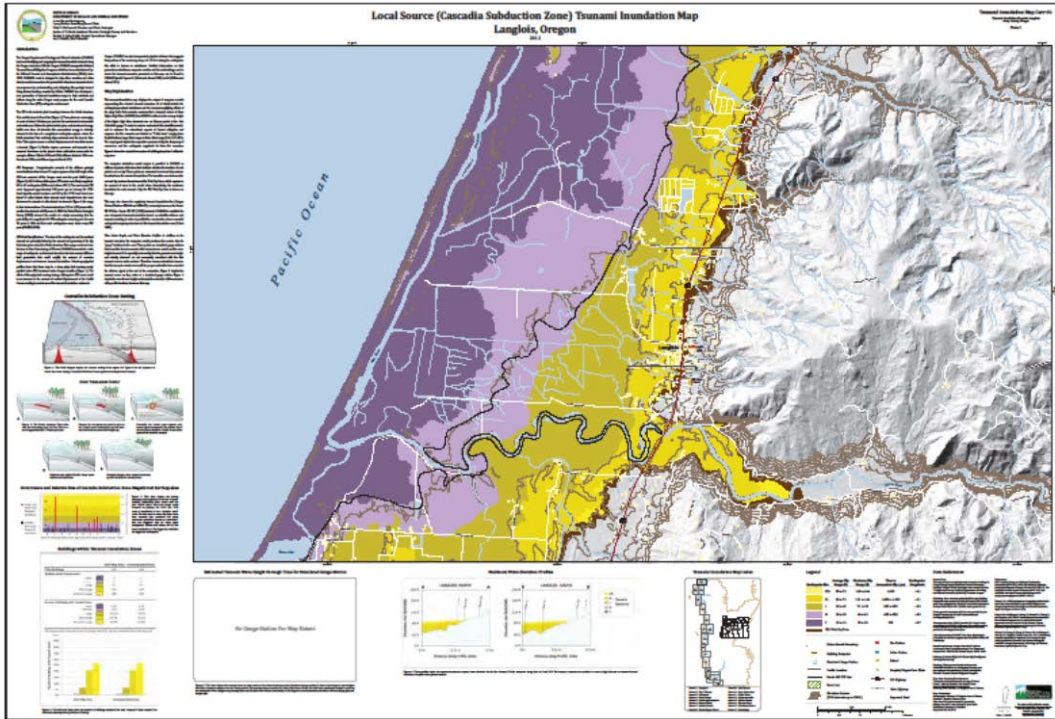
**Maps are located in the Community Development Office.**

**MAP ATTACHMENT 2**

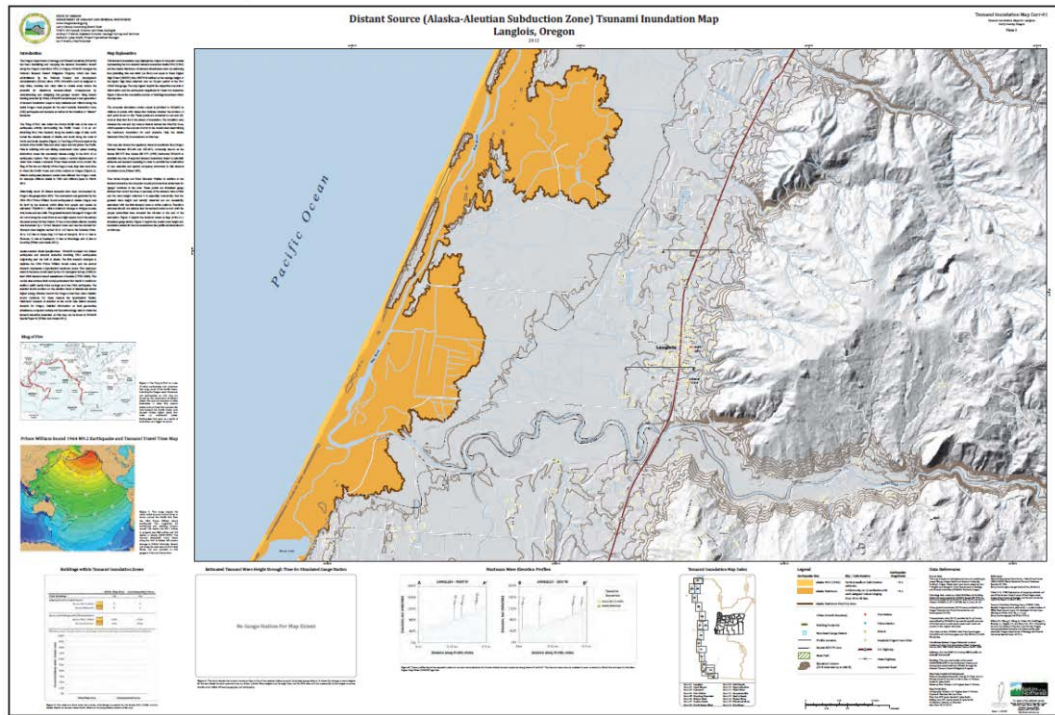
**Maps are illustrated in this exhibit for reference only.**

# Curry County Tsunami Hazards Map

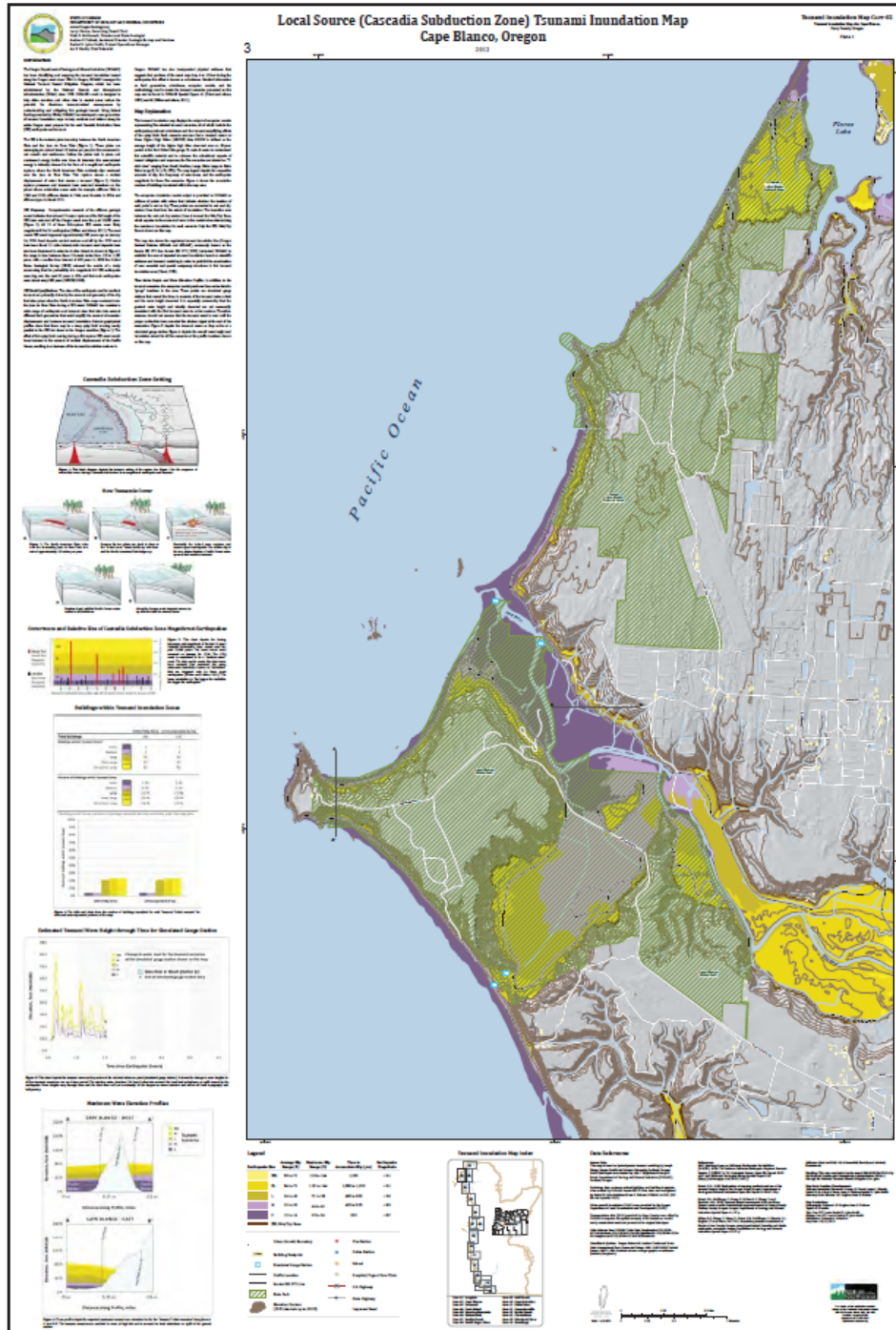
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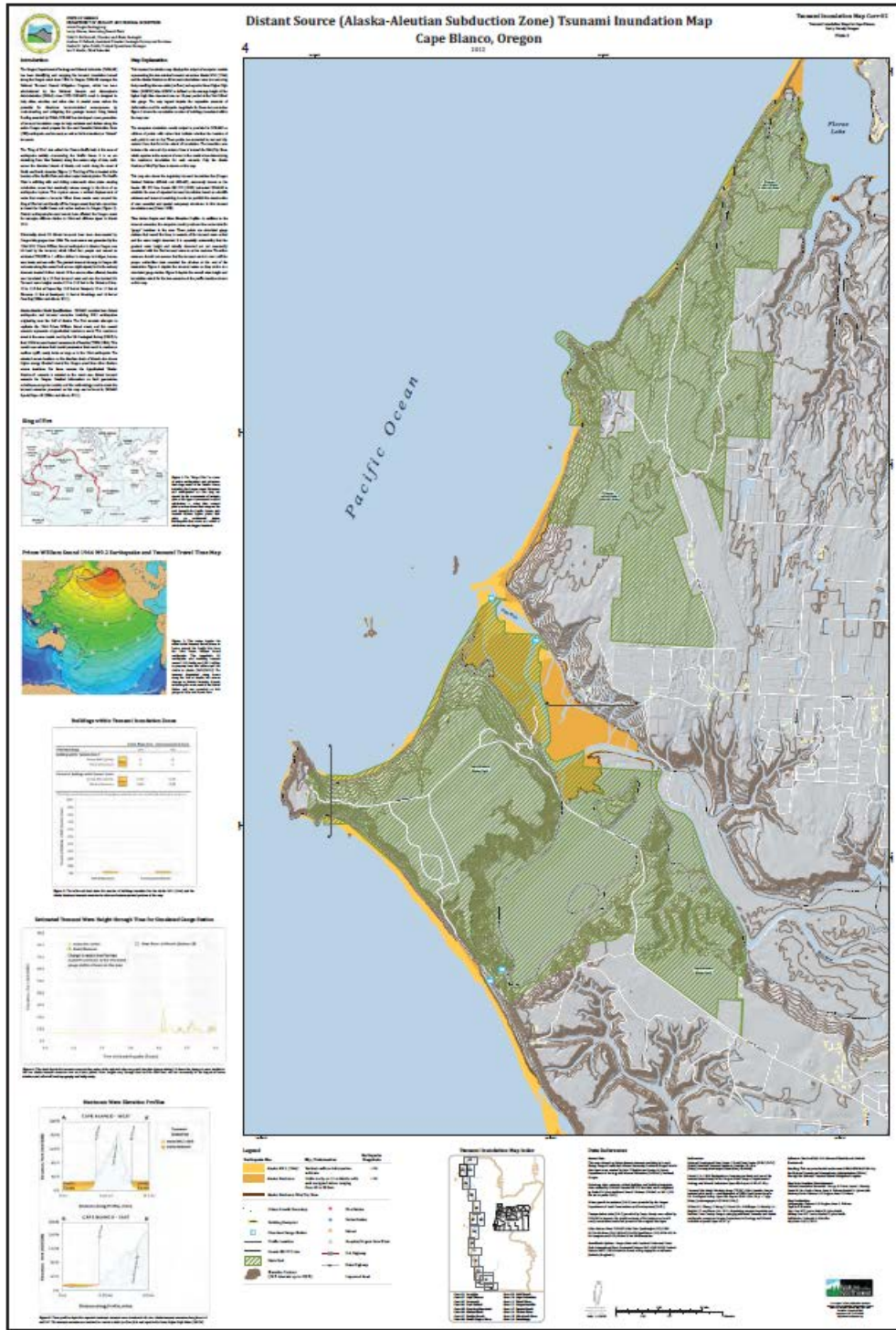
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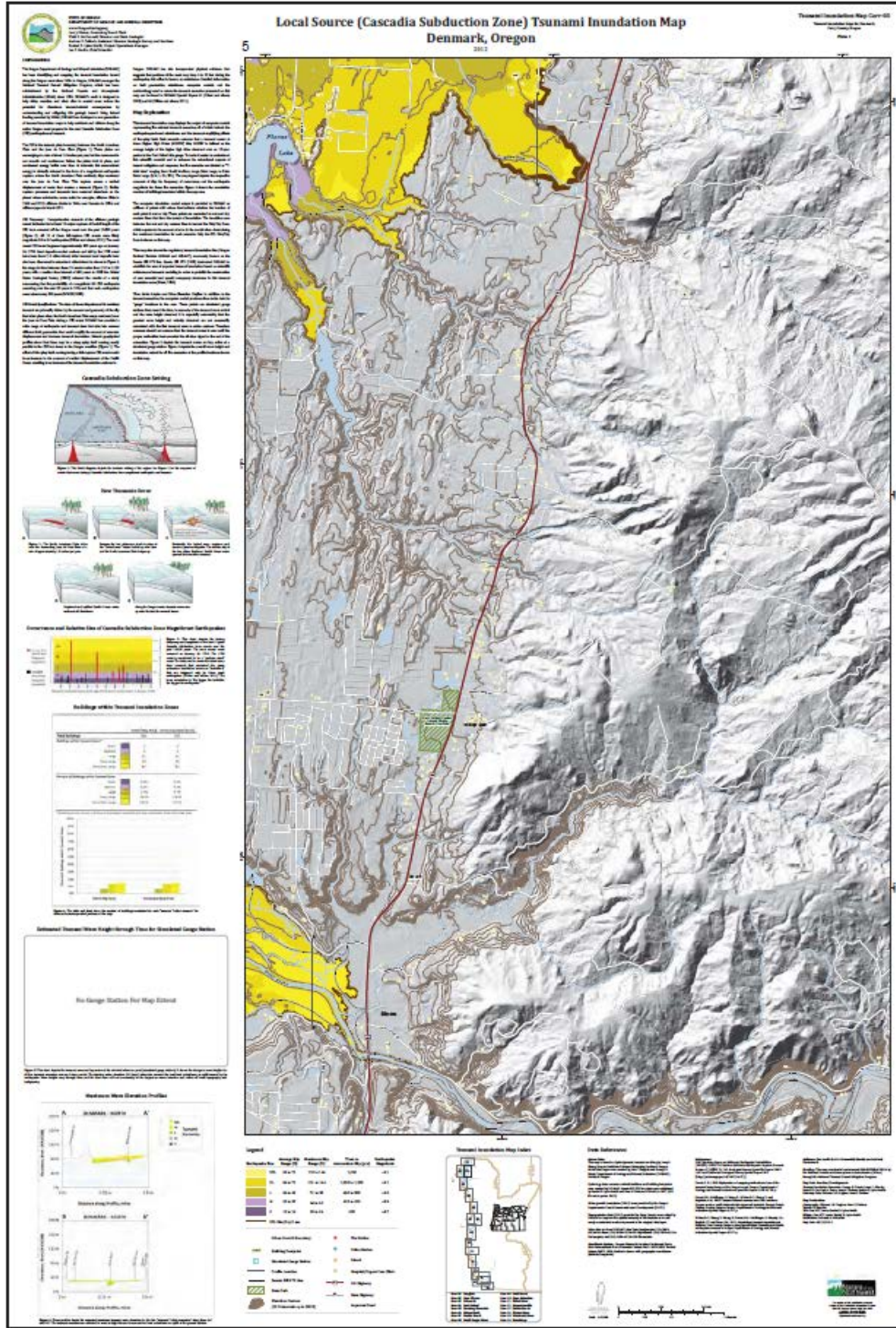
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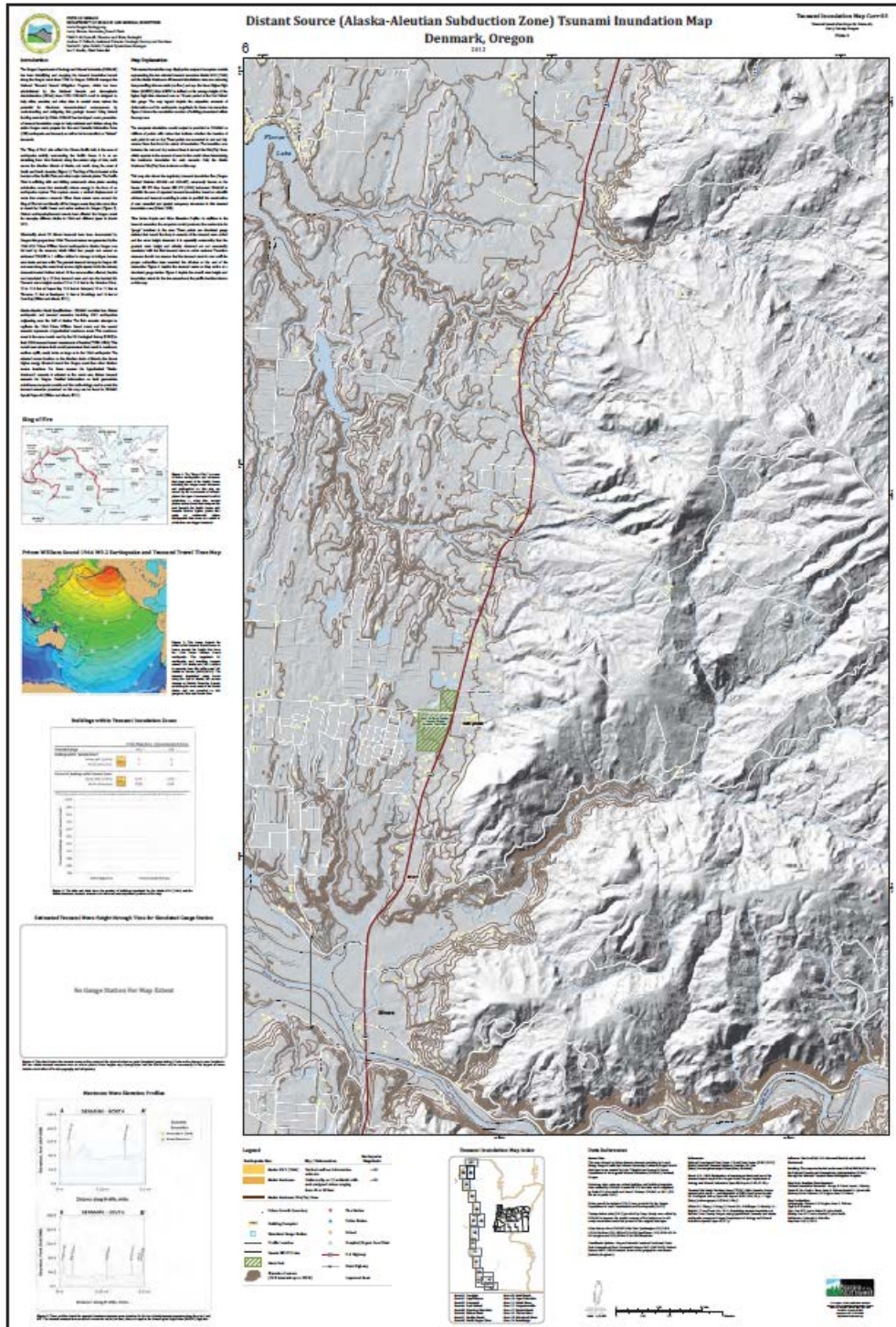
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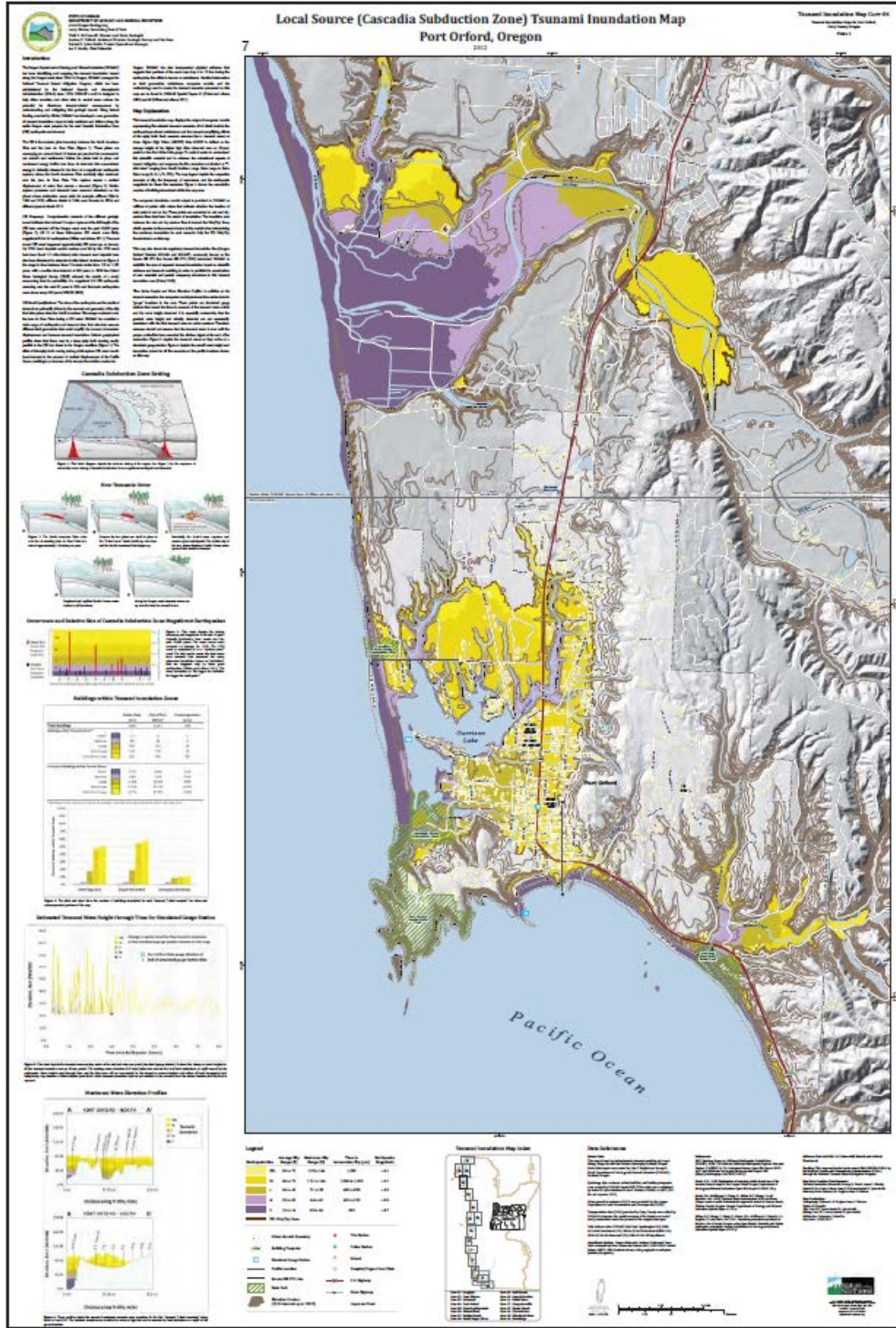
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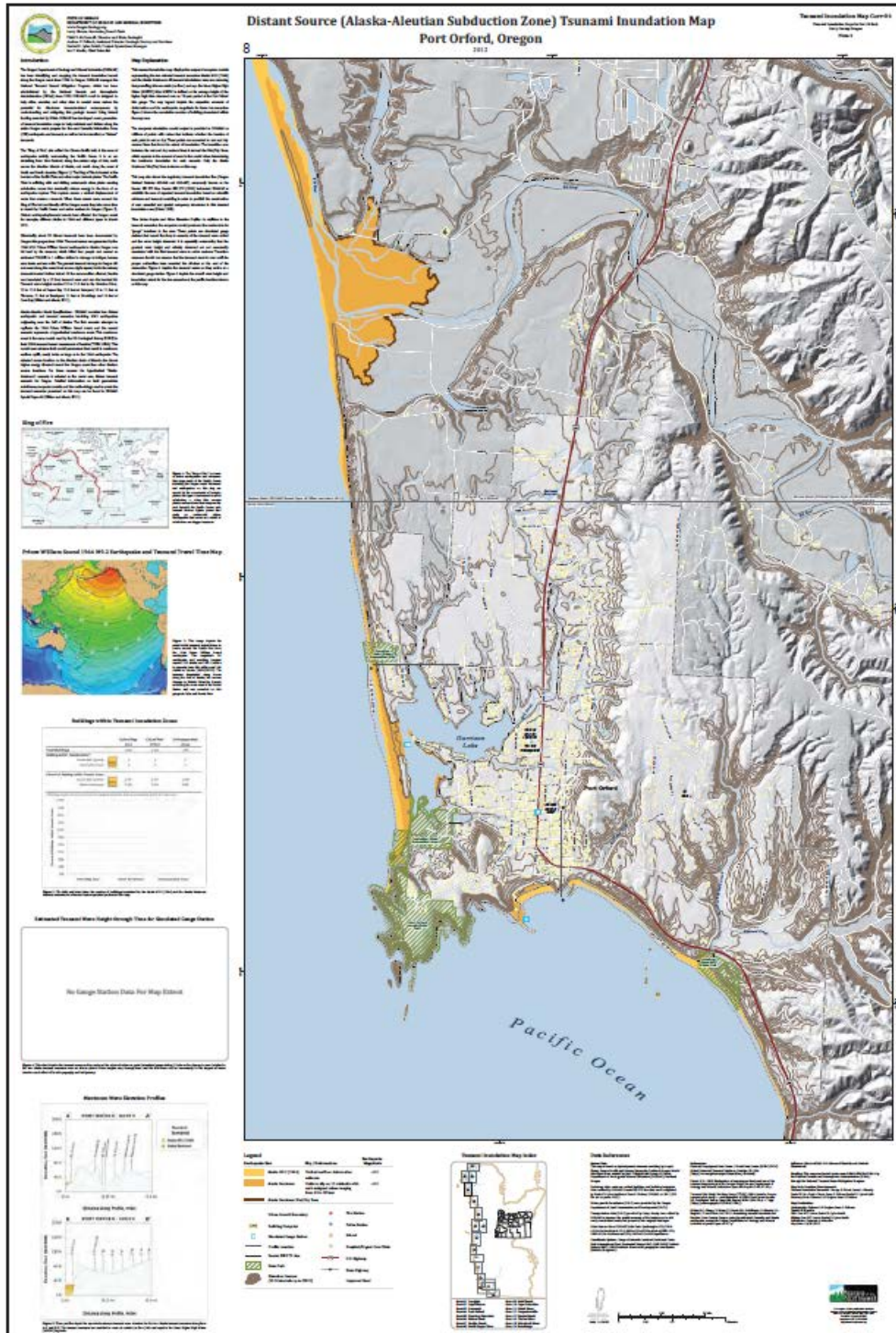


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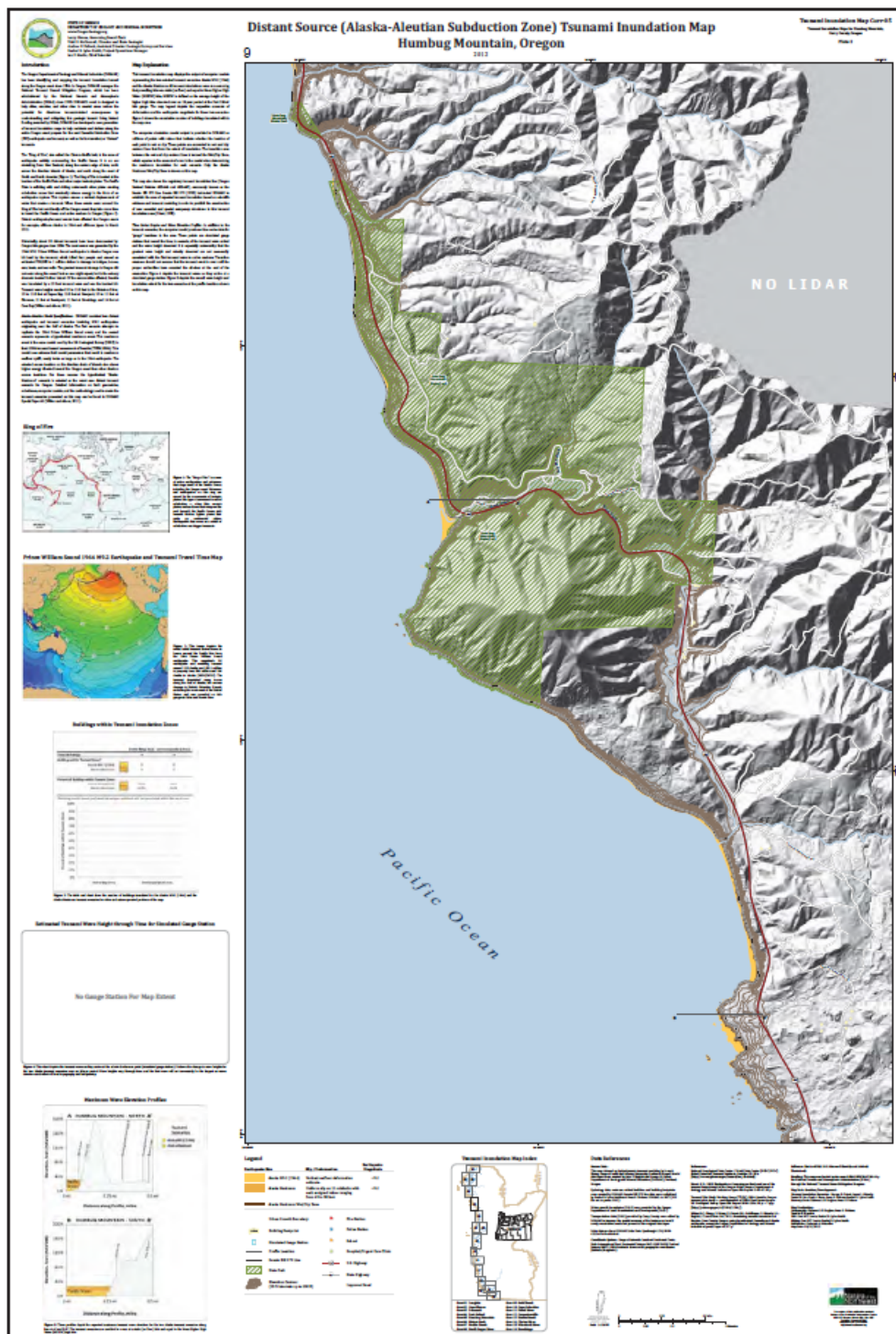




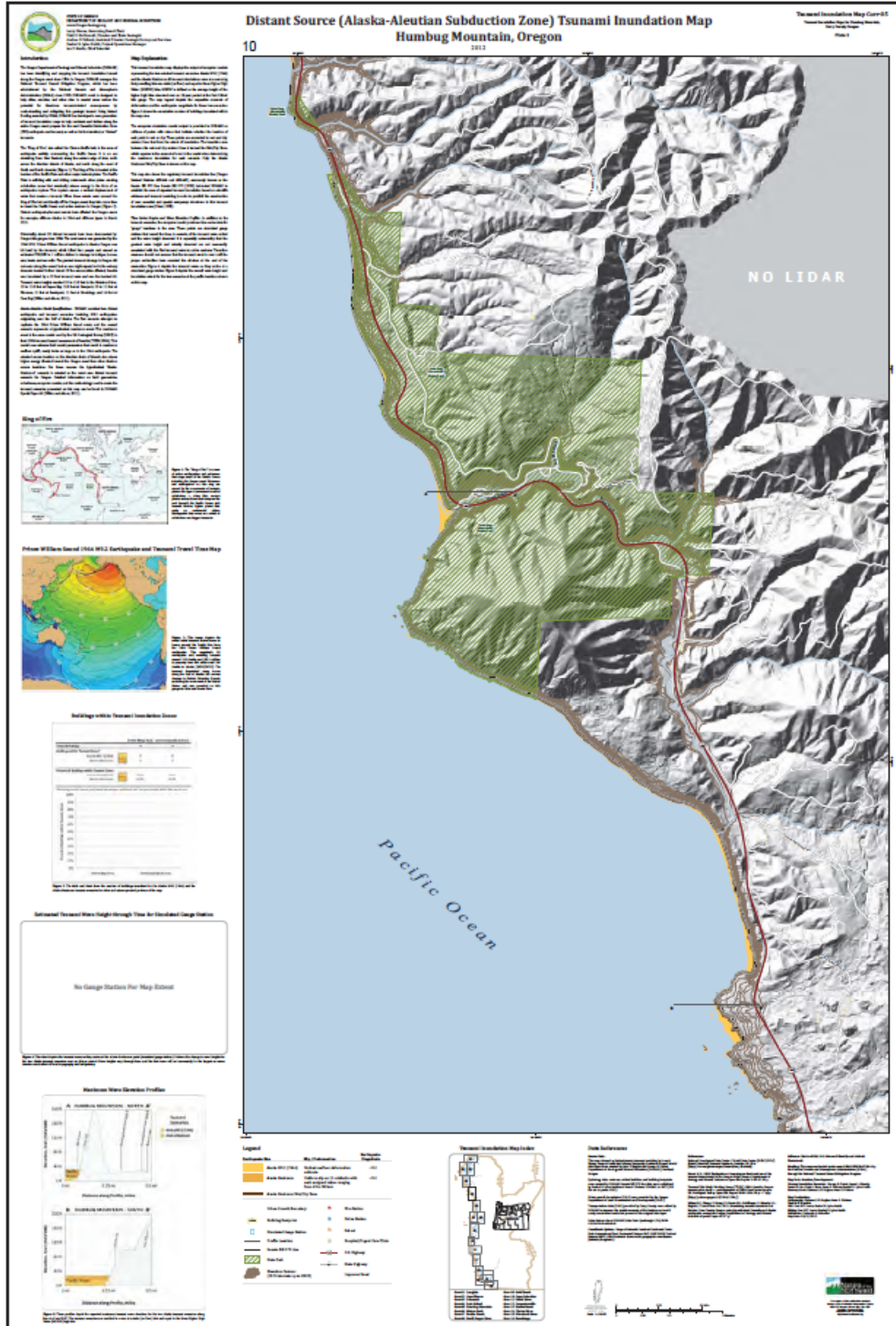
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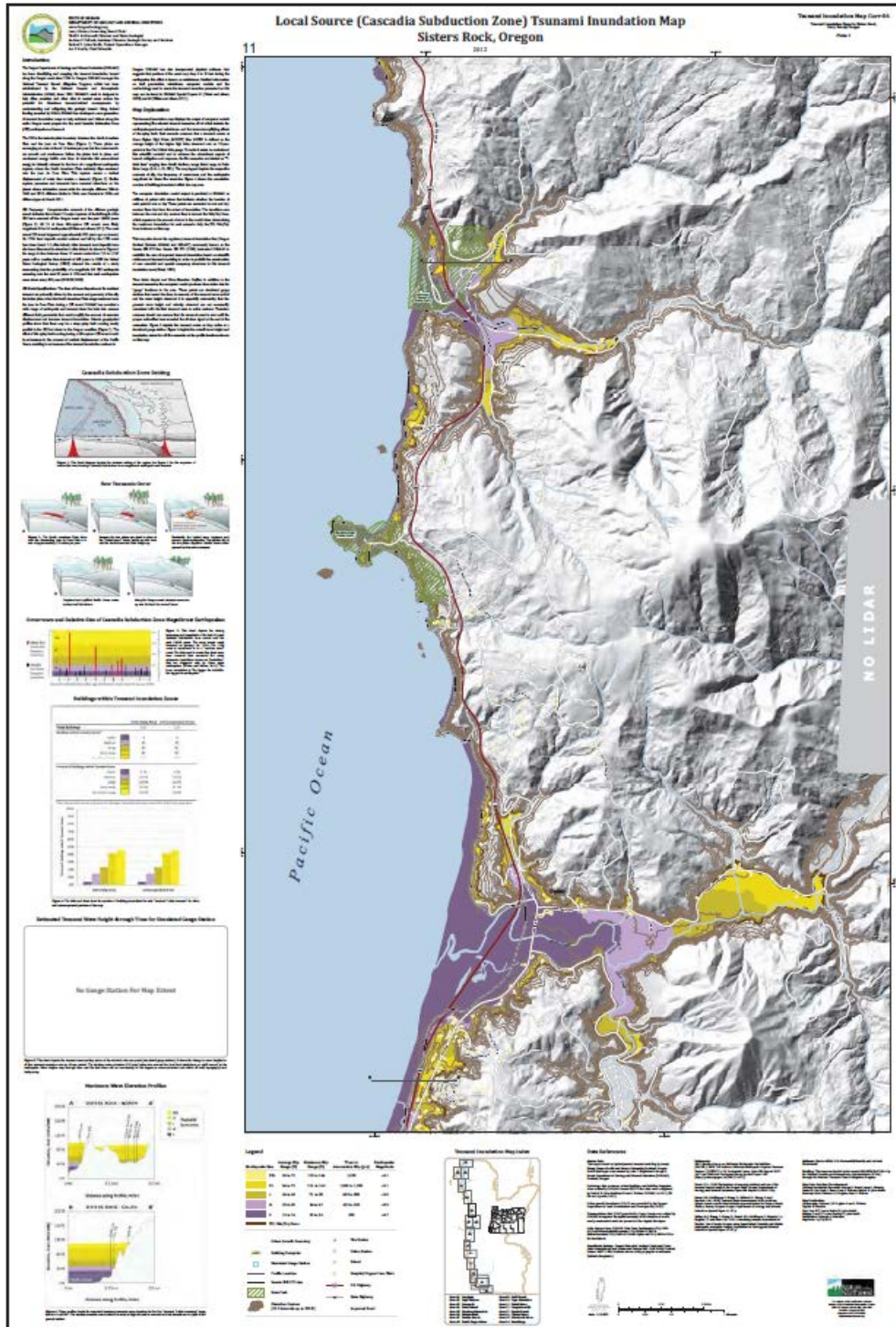
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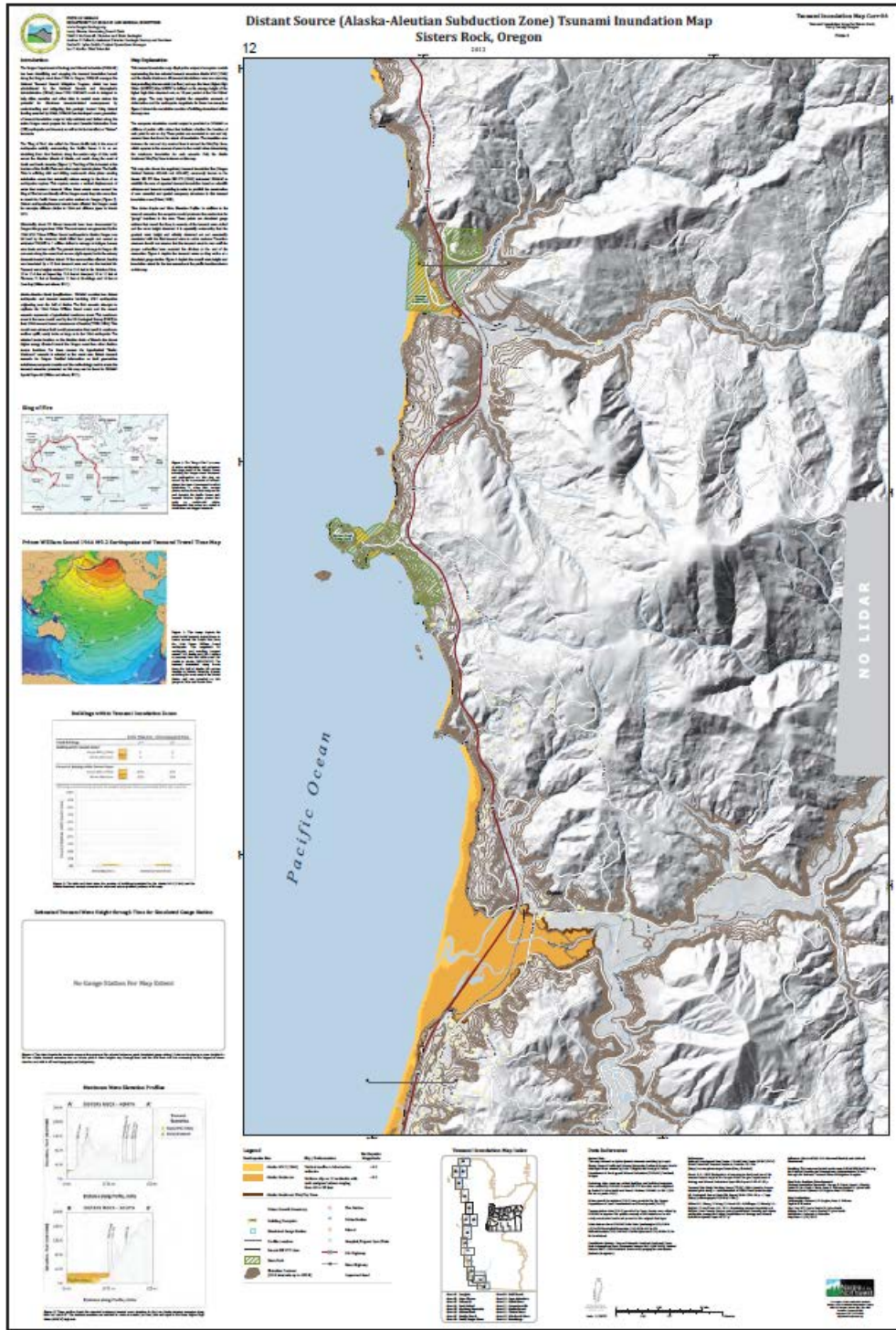
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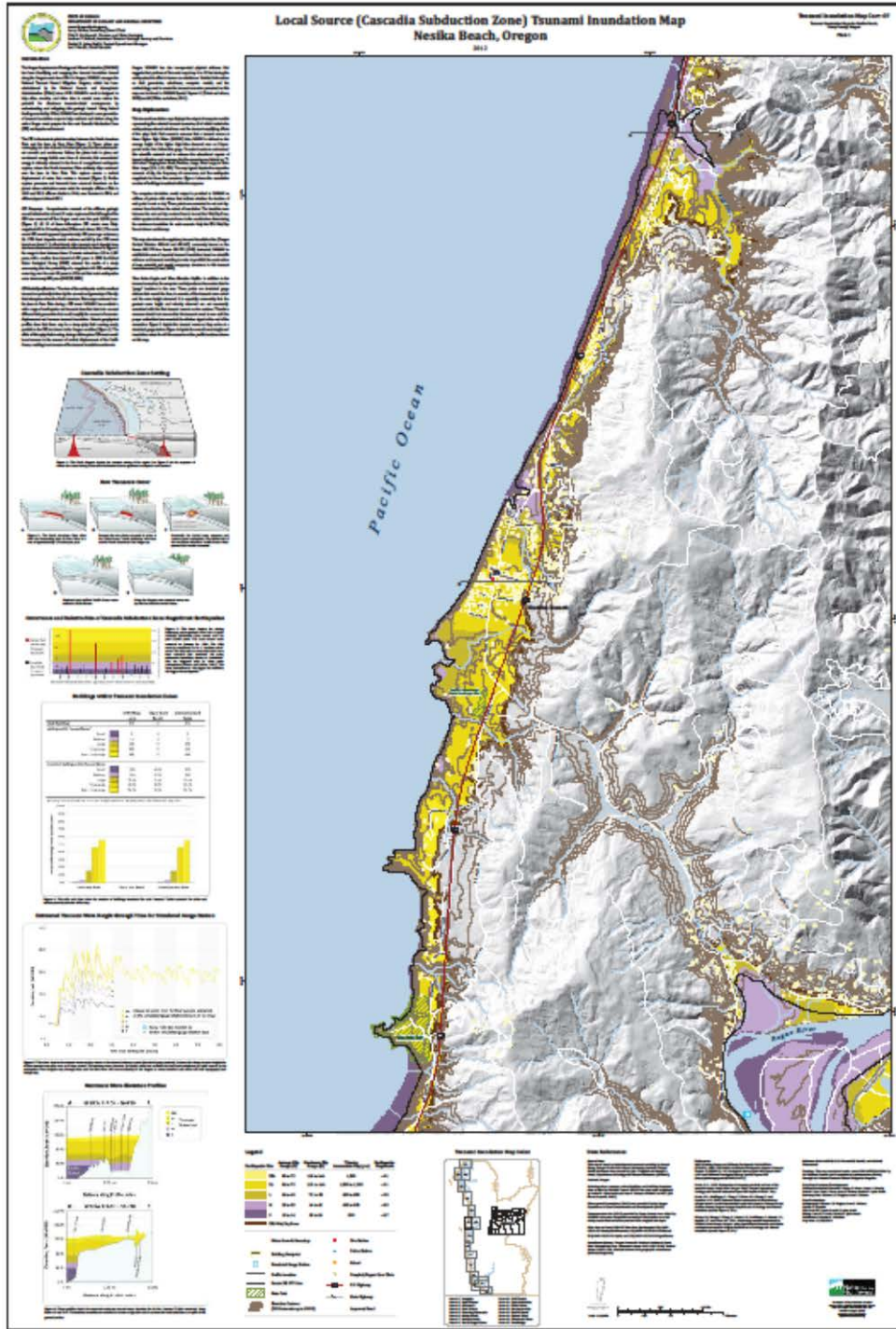
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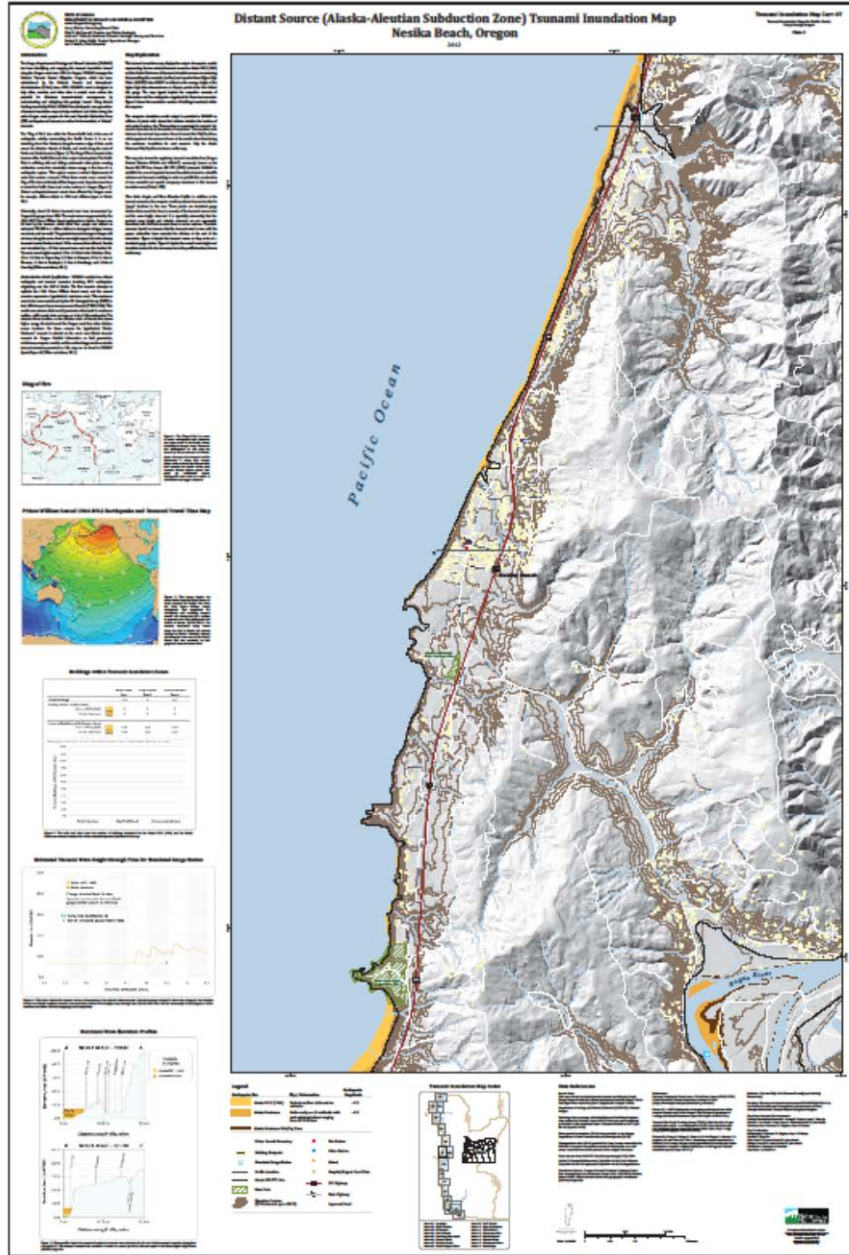
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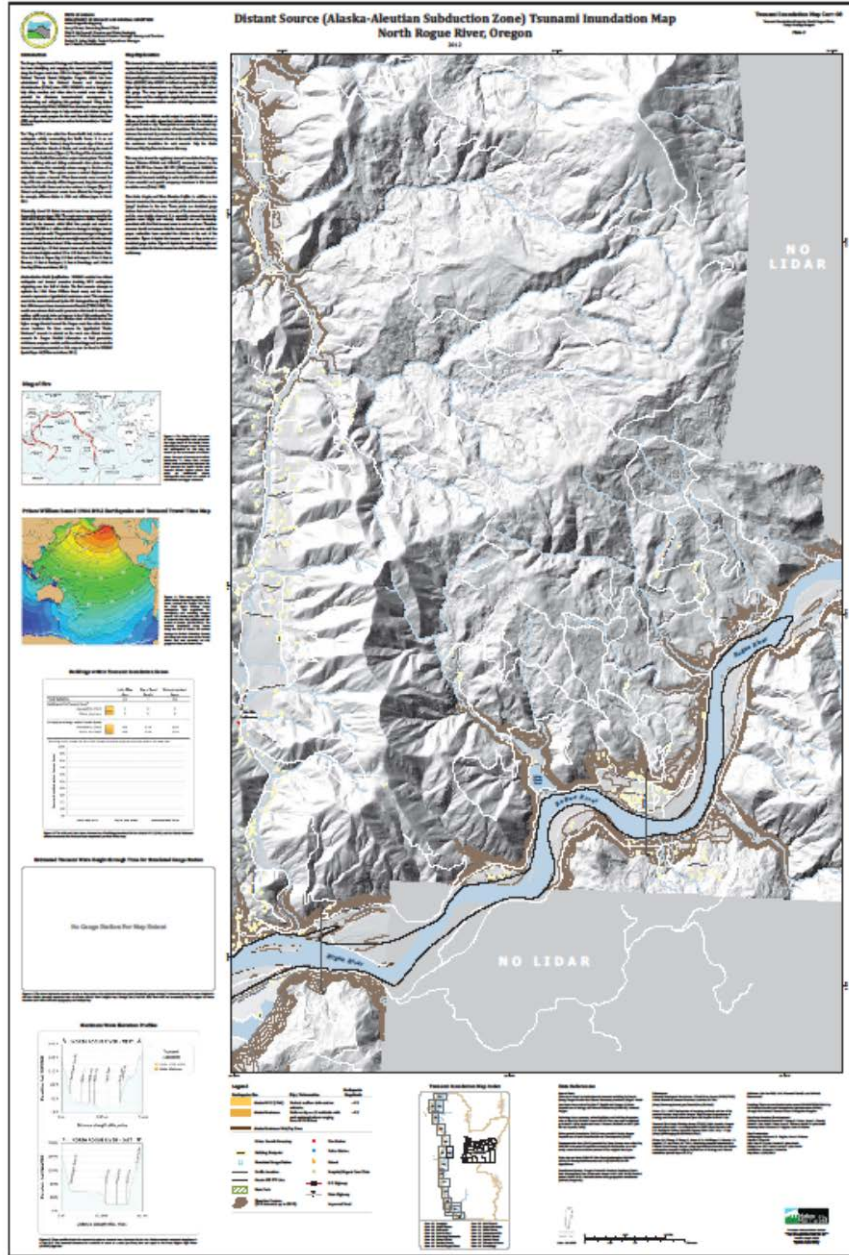
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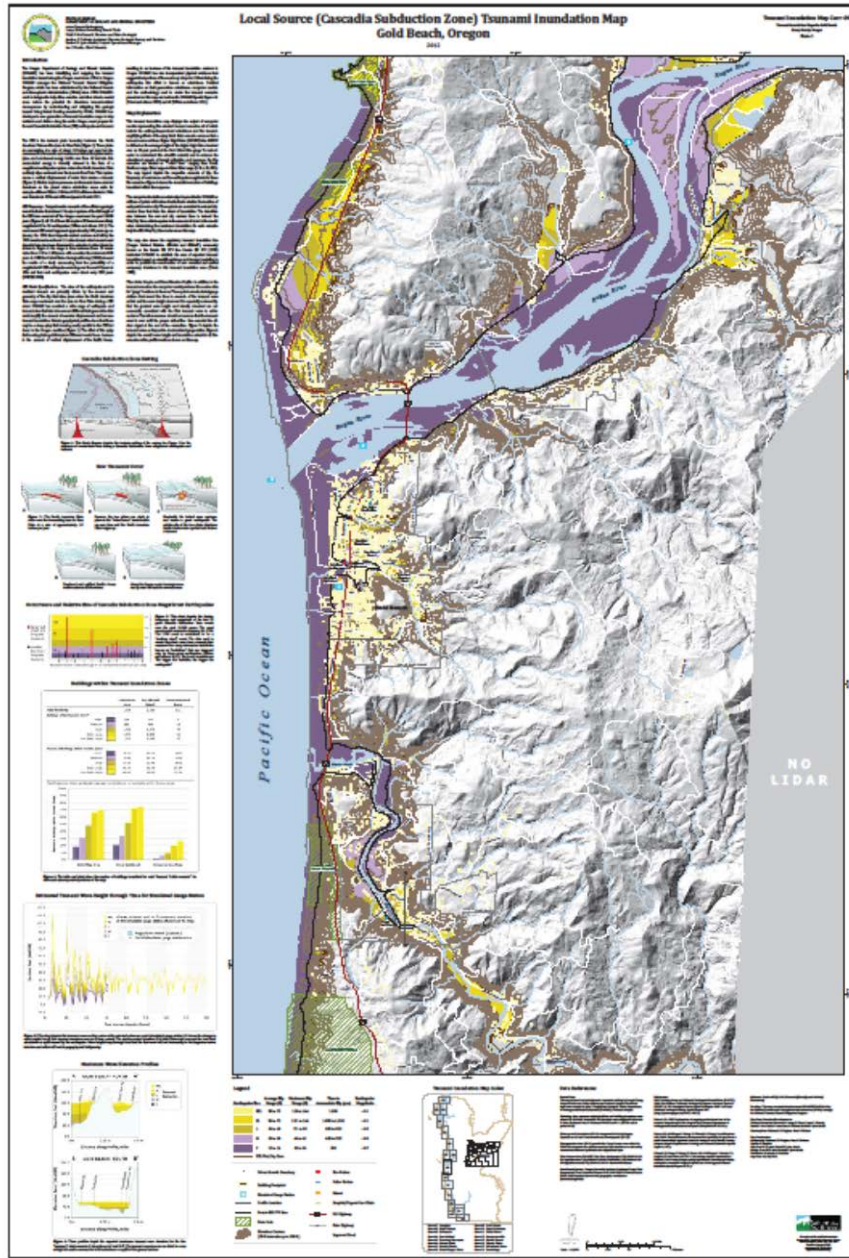


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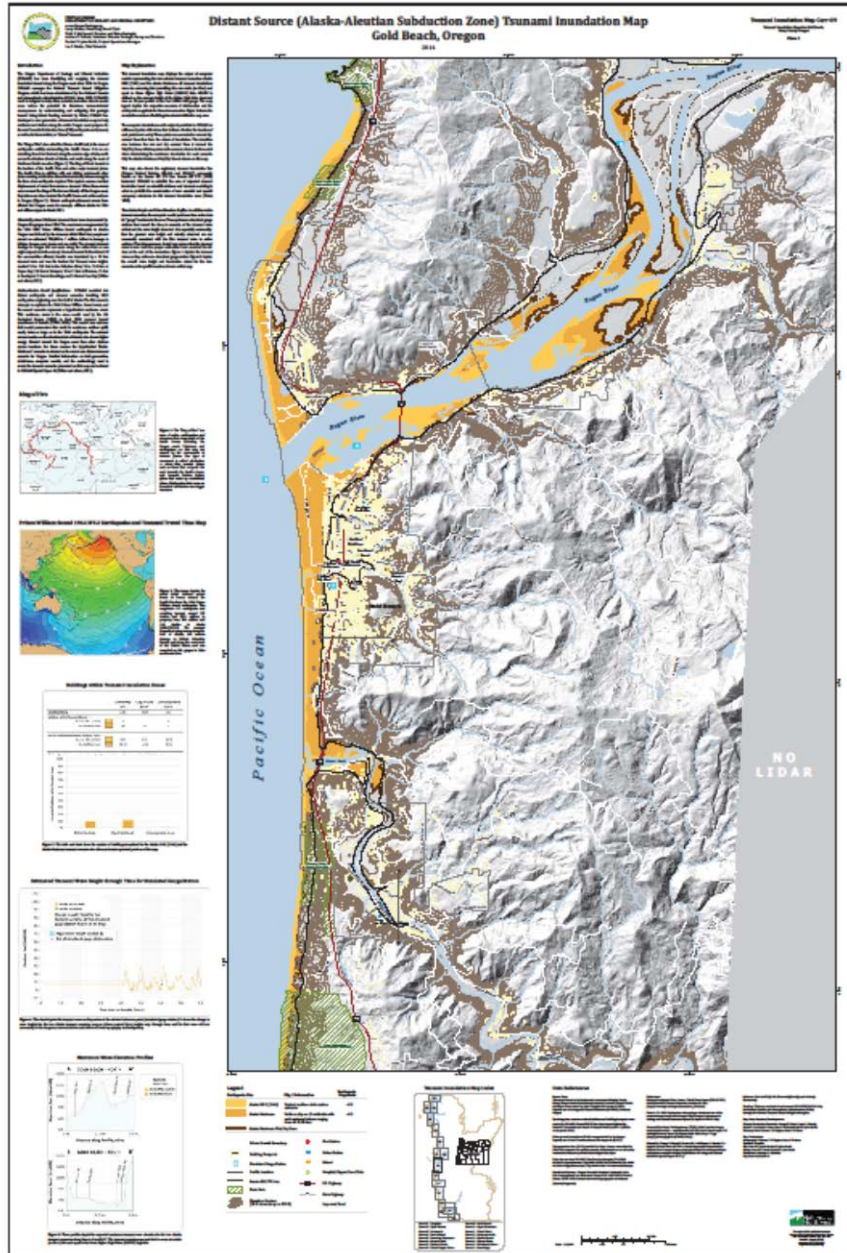




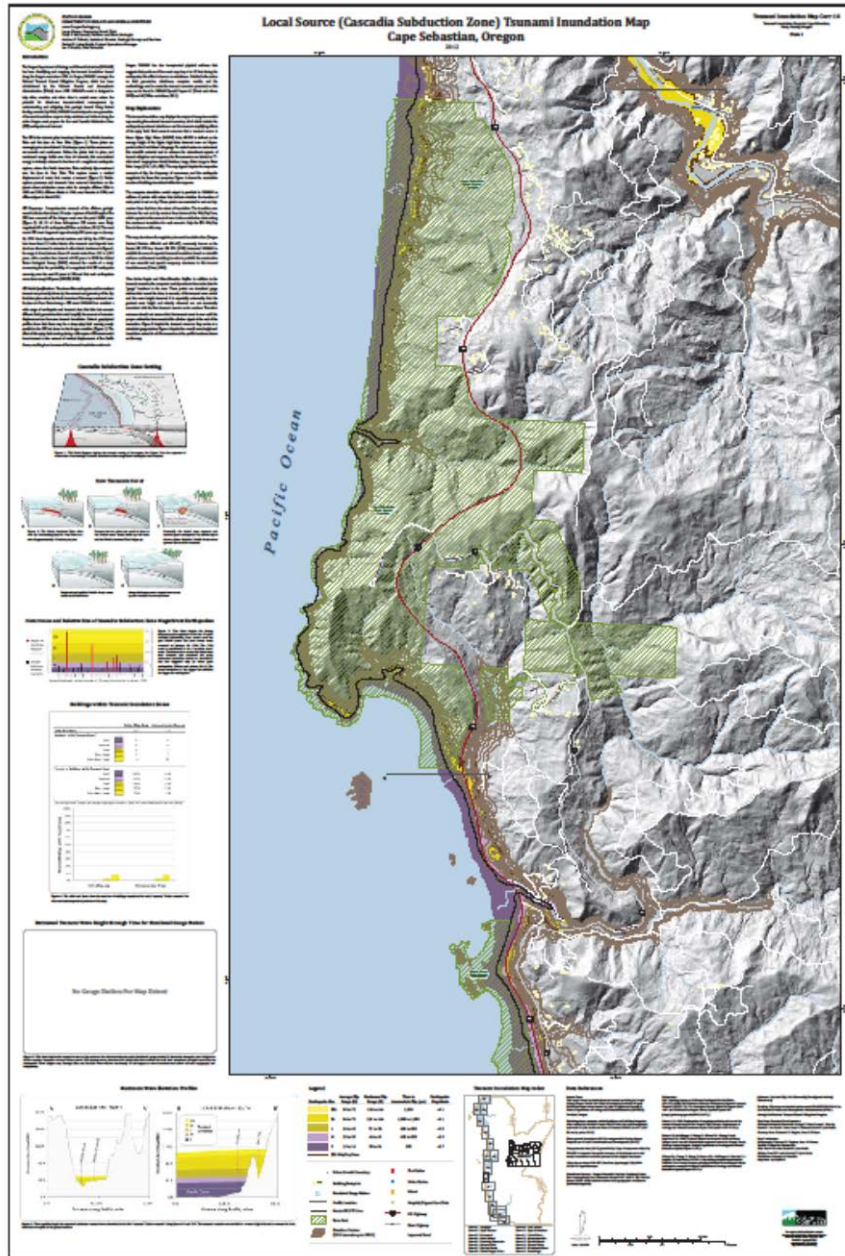
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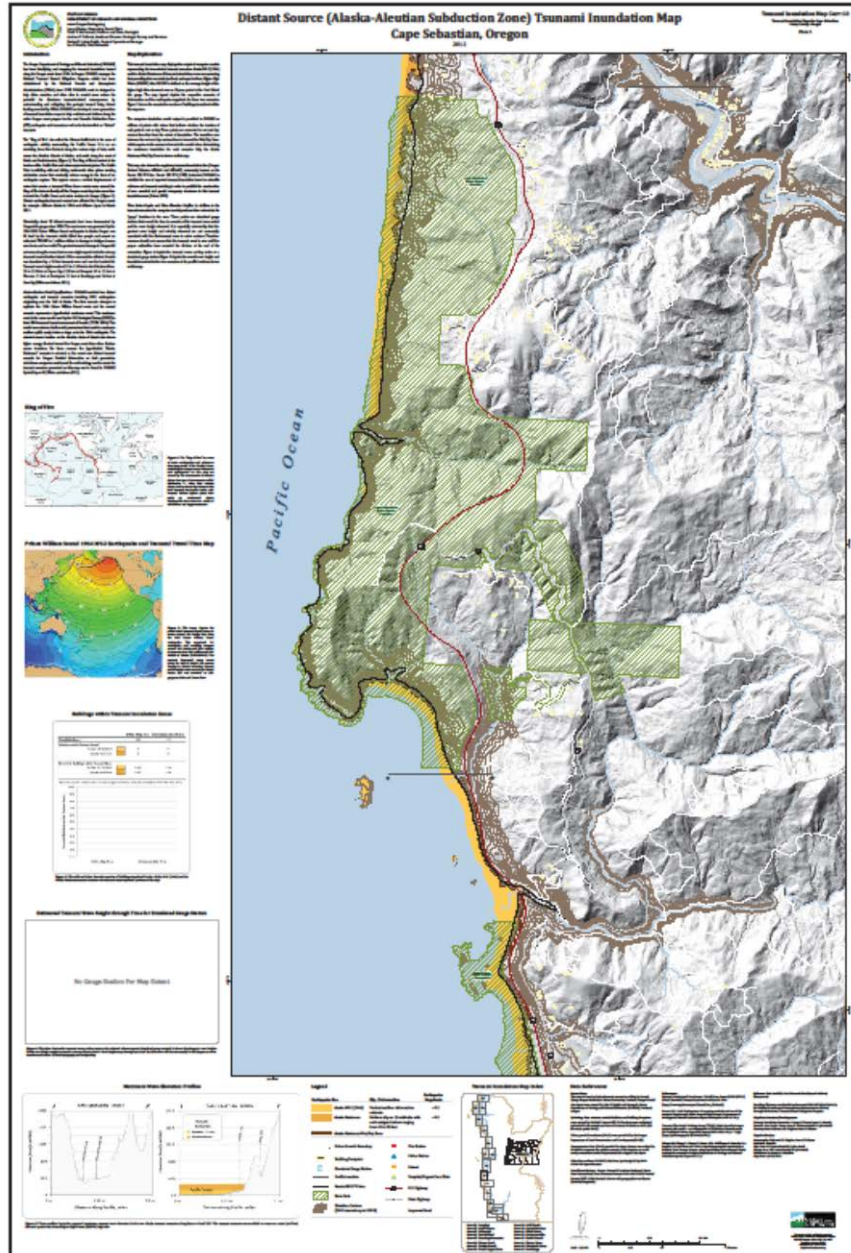
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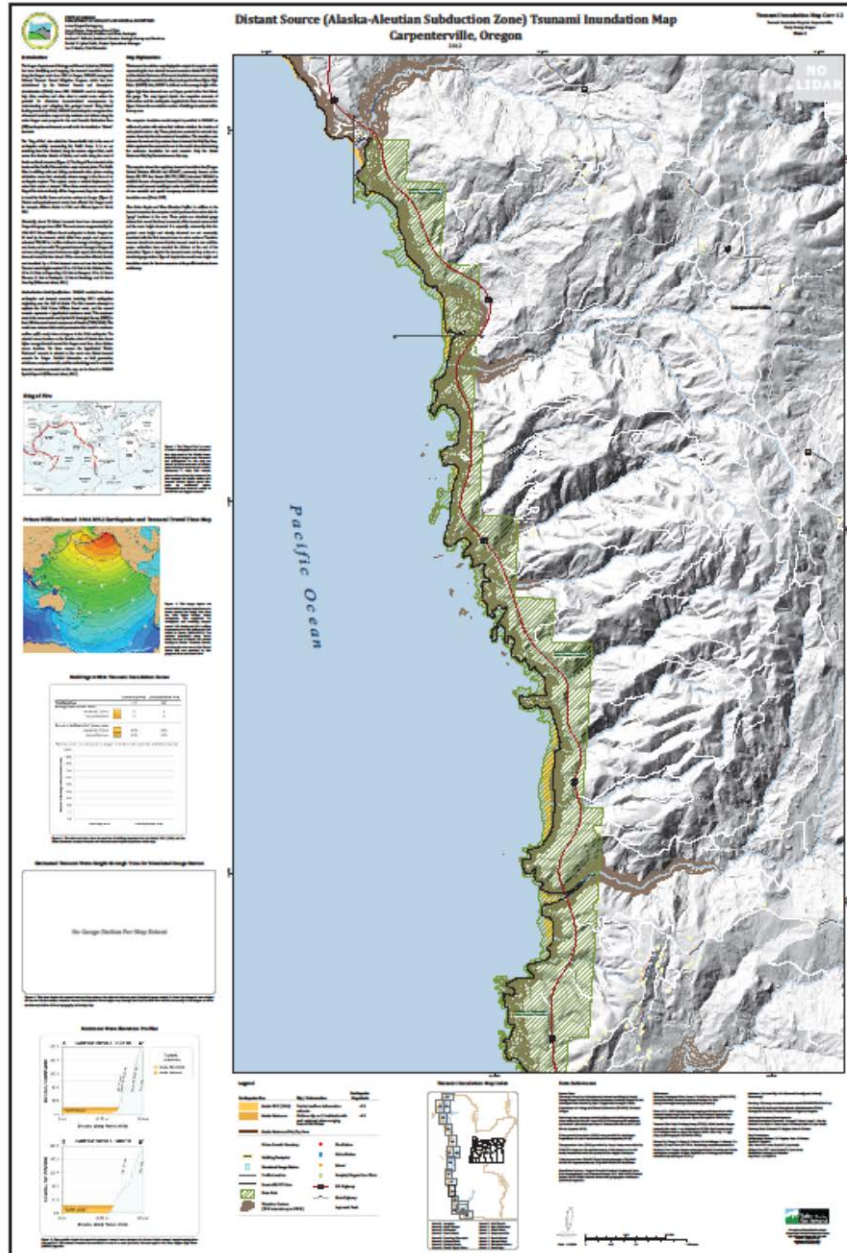
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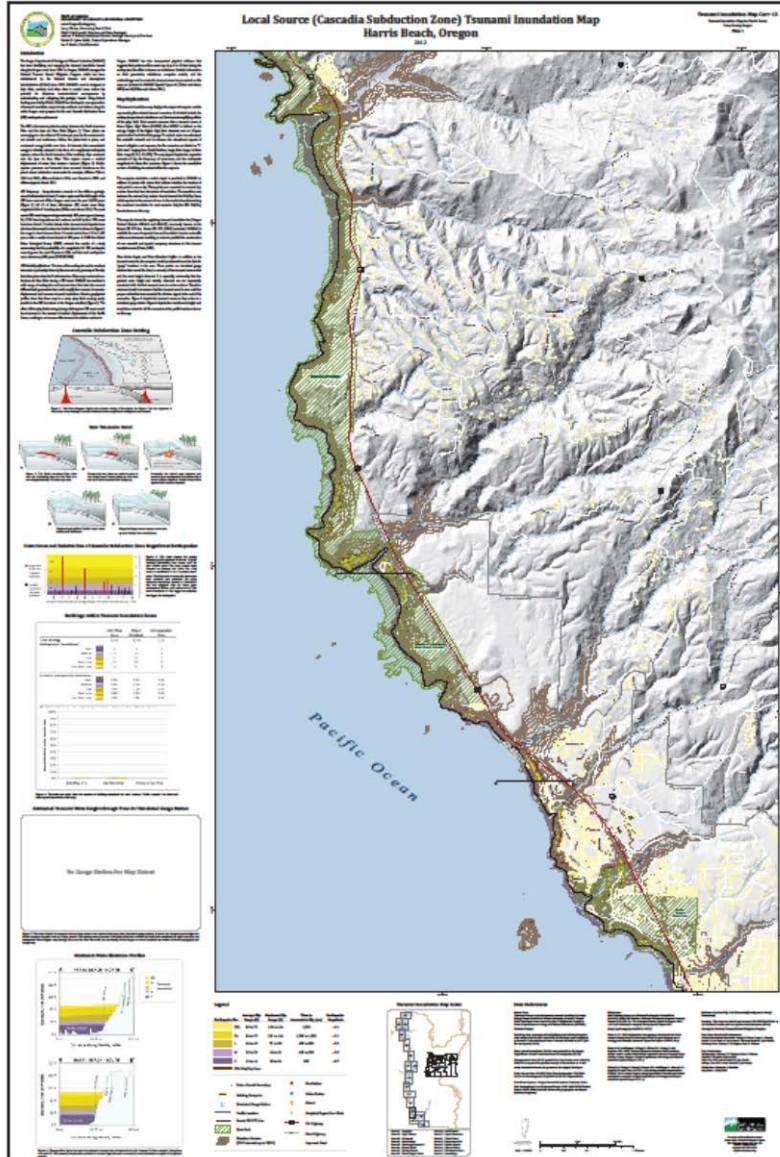
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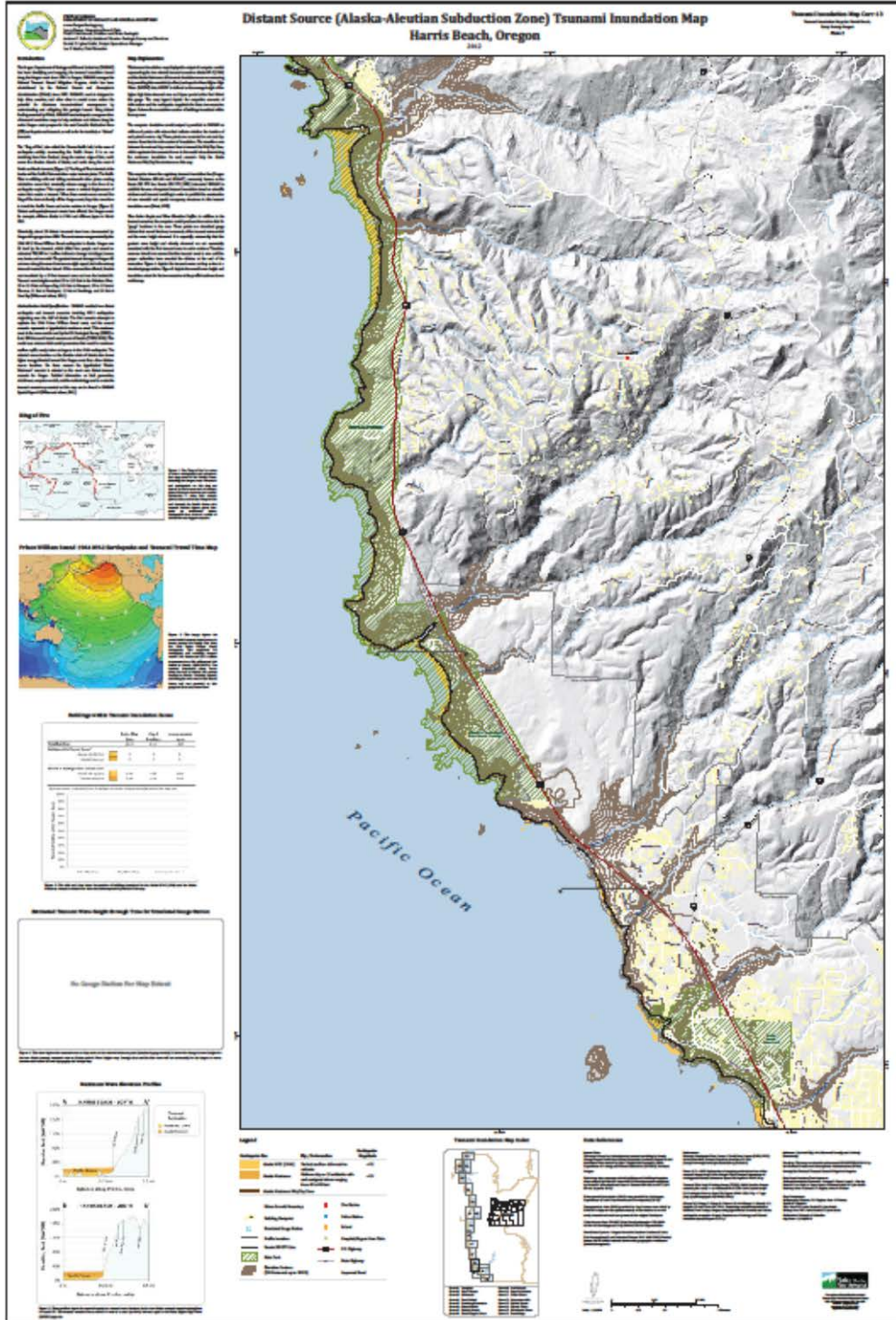
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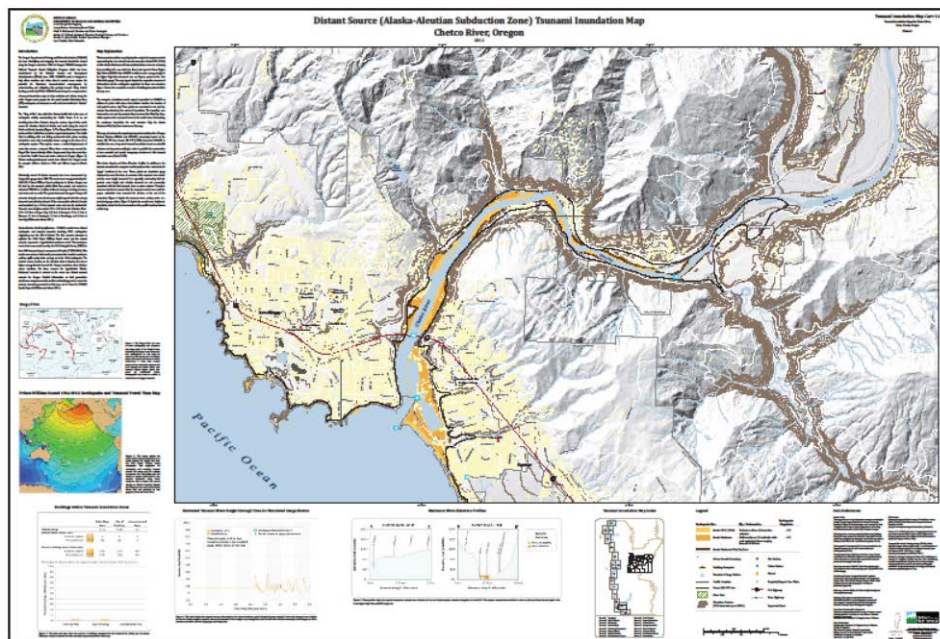
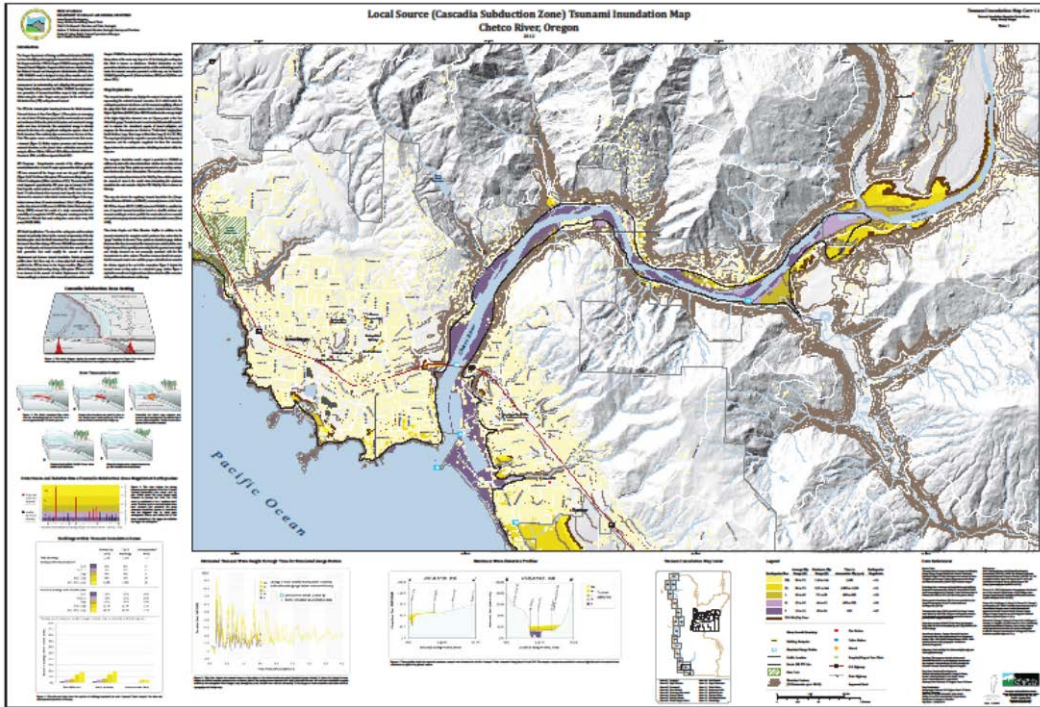
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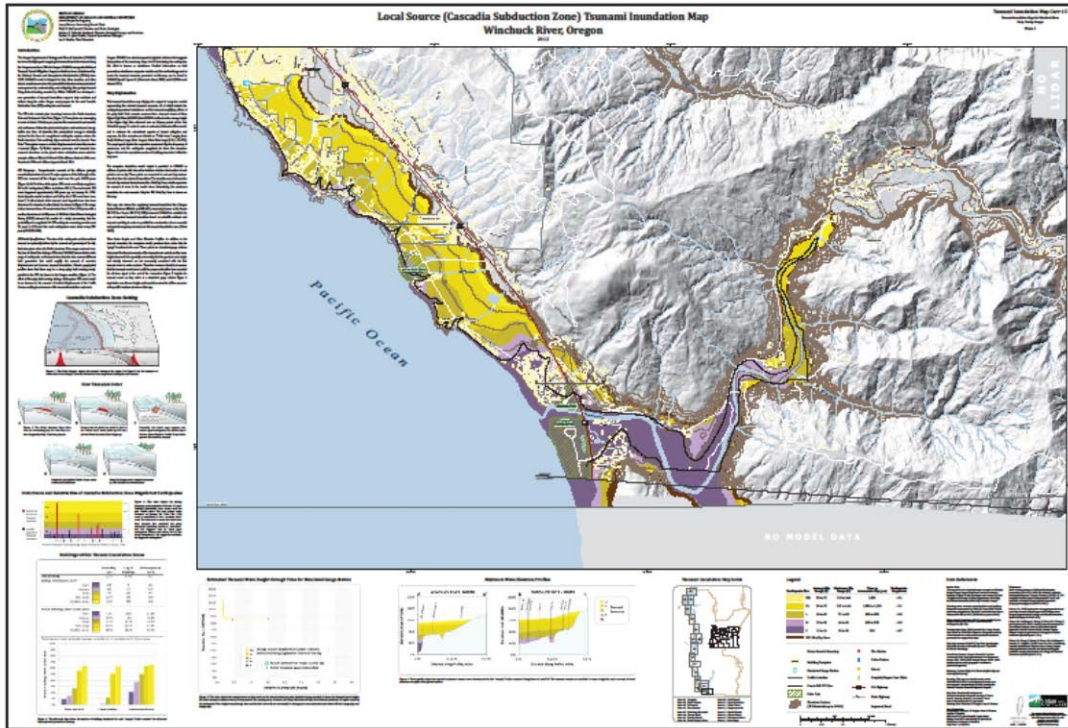


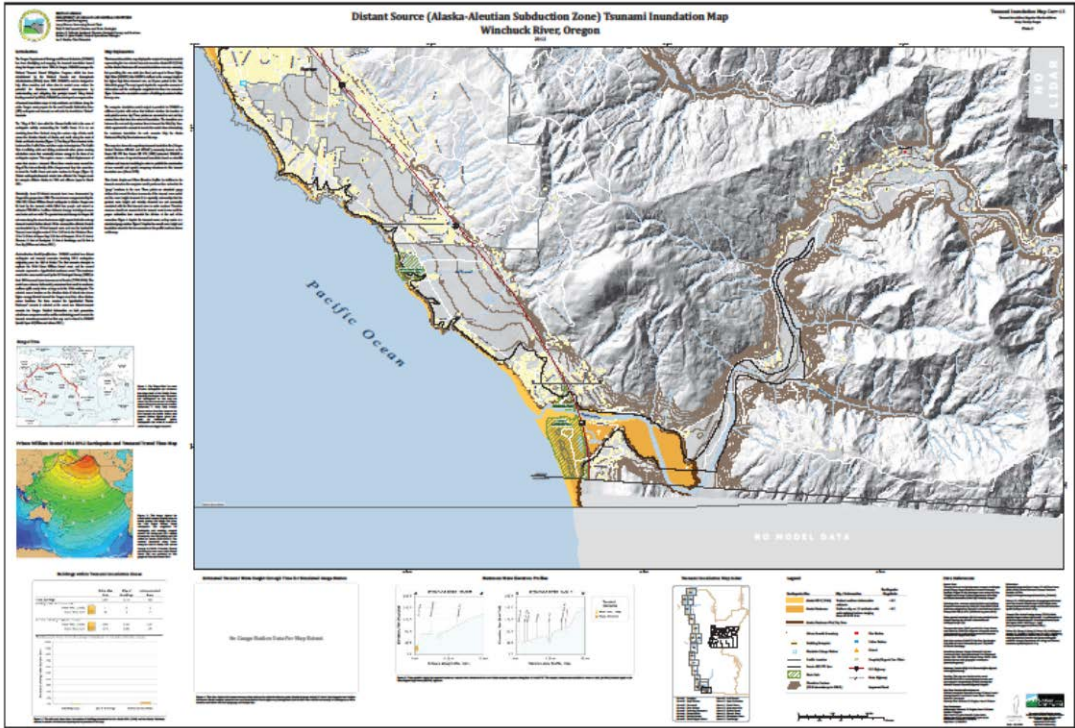
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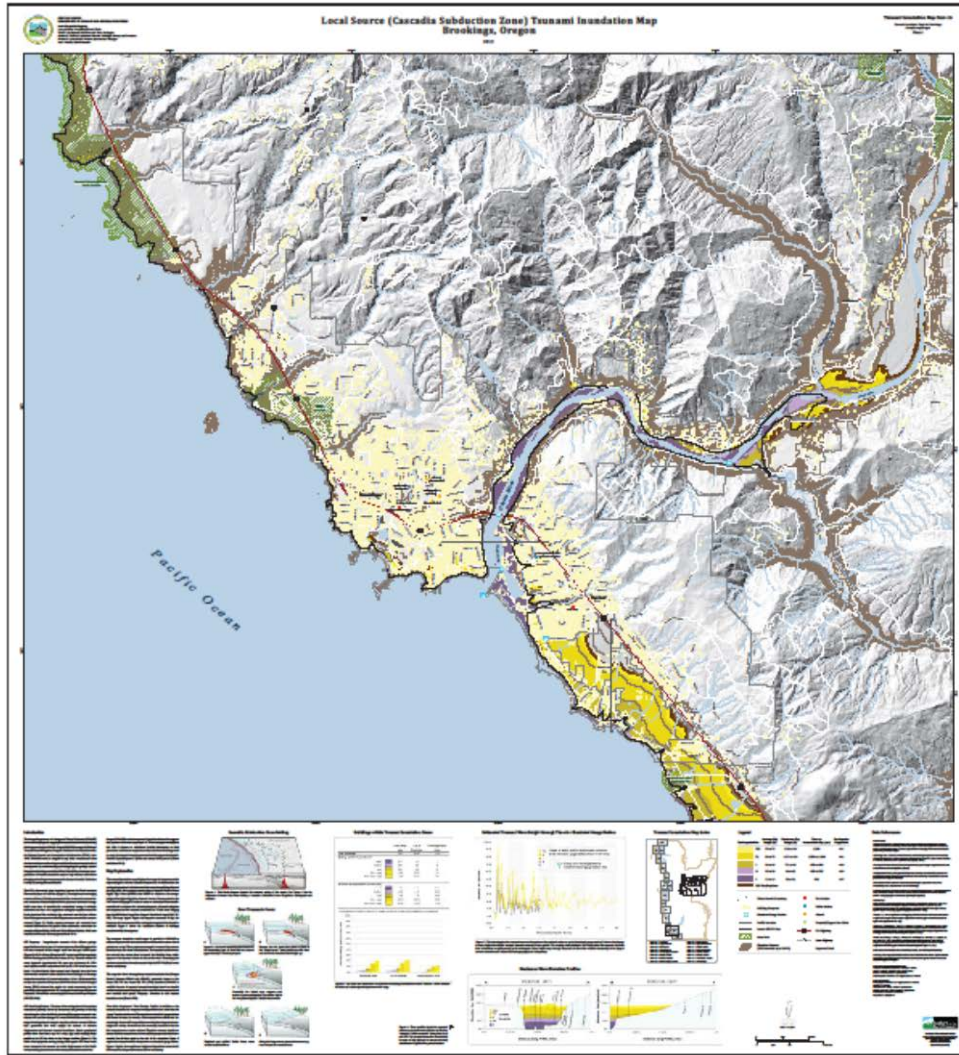


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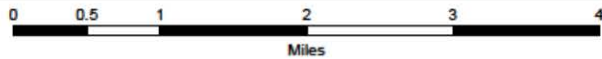
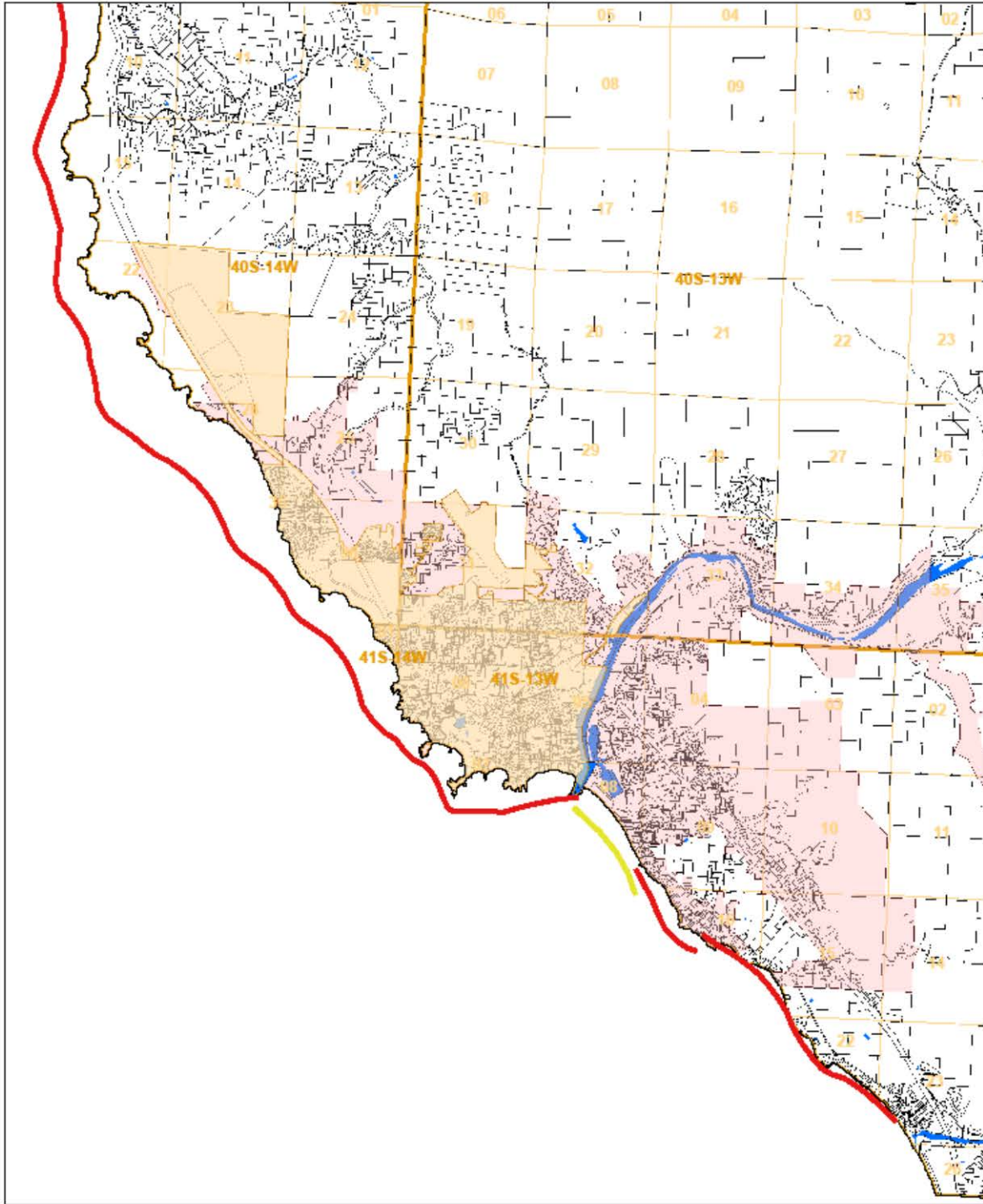




# Curry County Tsunami Hazards Map



# Curry County Coastal Erosion Hazard Map



- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
- City Limits
- Urban Growth Boundaries
- Tax lots
- + Township and Section Lines
- Lakes and Rivers

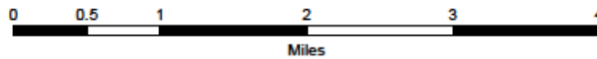
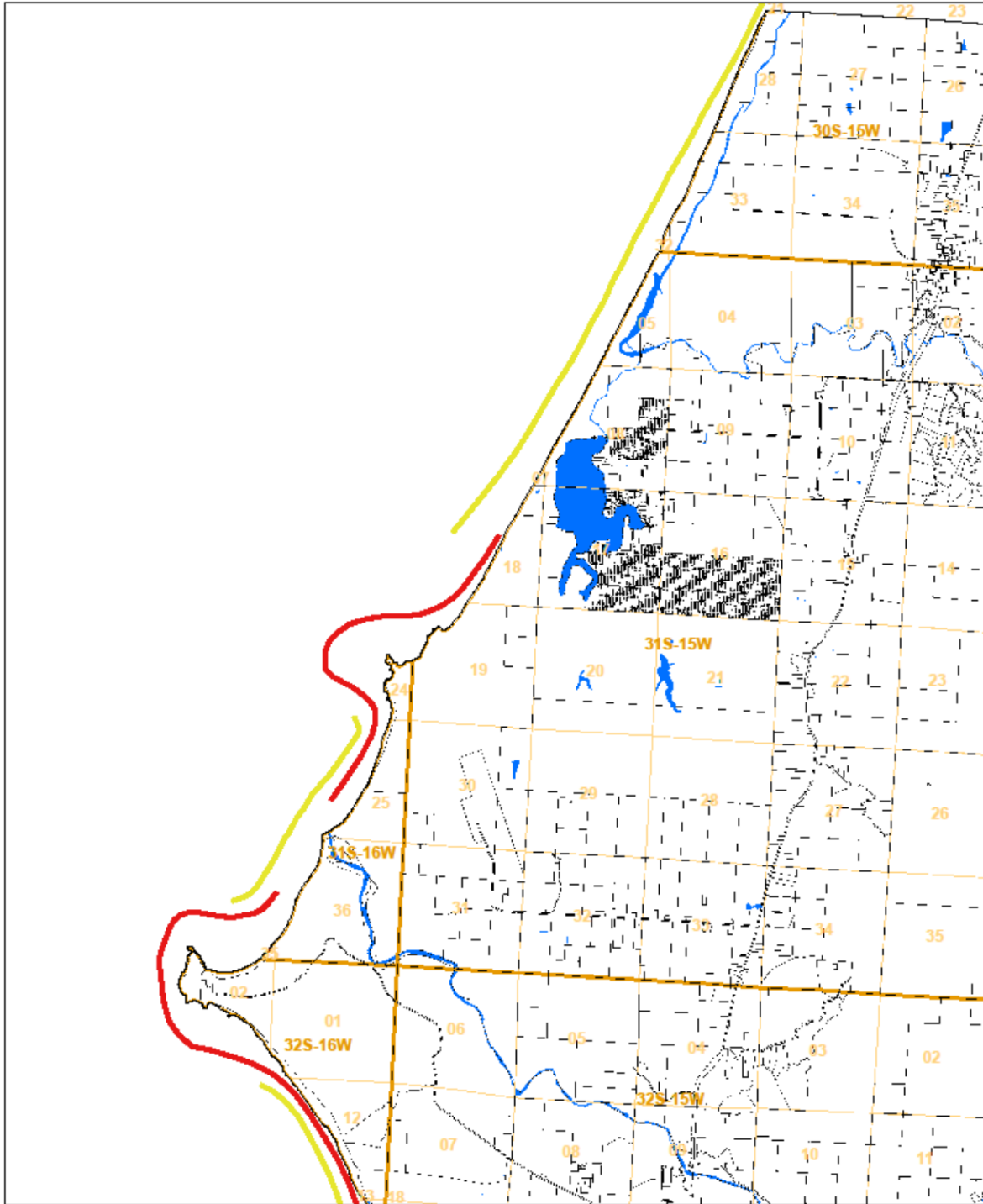


**Oregon**  
 Dept. of Land Conservation & Development  
 Coastal Management Program  
 DLCD GIS (rd), 06/21/2016 ESKL ArcMap v.10.3.1

Data source: Hazard lines - DOGAMI Bulletin 90, 1976;  
 City limits, UGBs, Tax lots - DAS-GEO, 2015;  
 PLSS, Hydro - BLM, 2016  
 Projection: Oregon Lambert NAD 83 (EPSG:2992)

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

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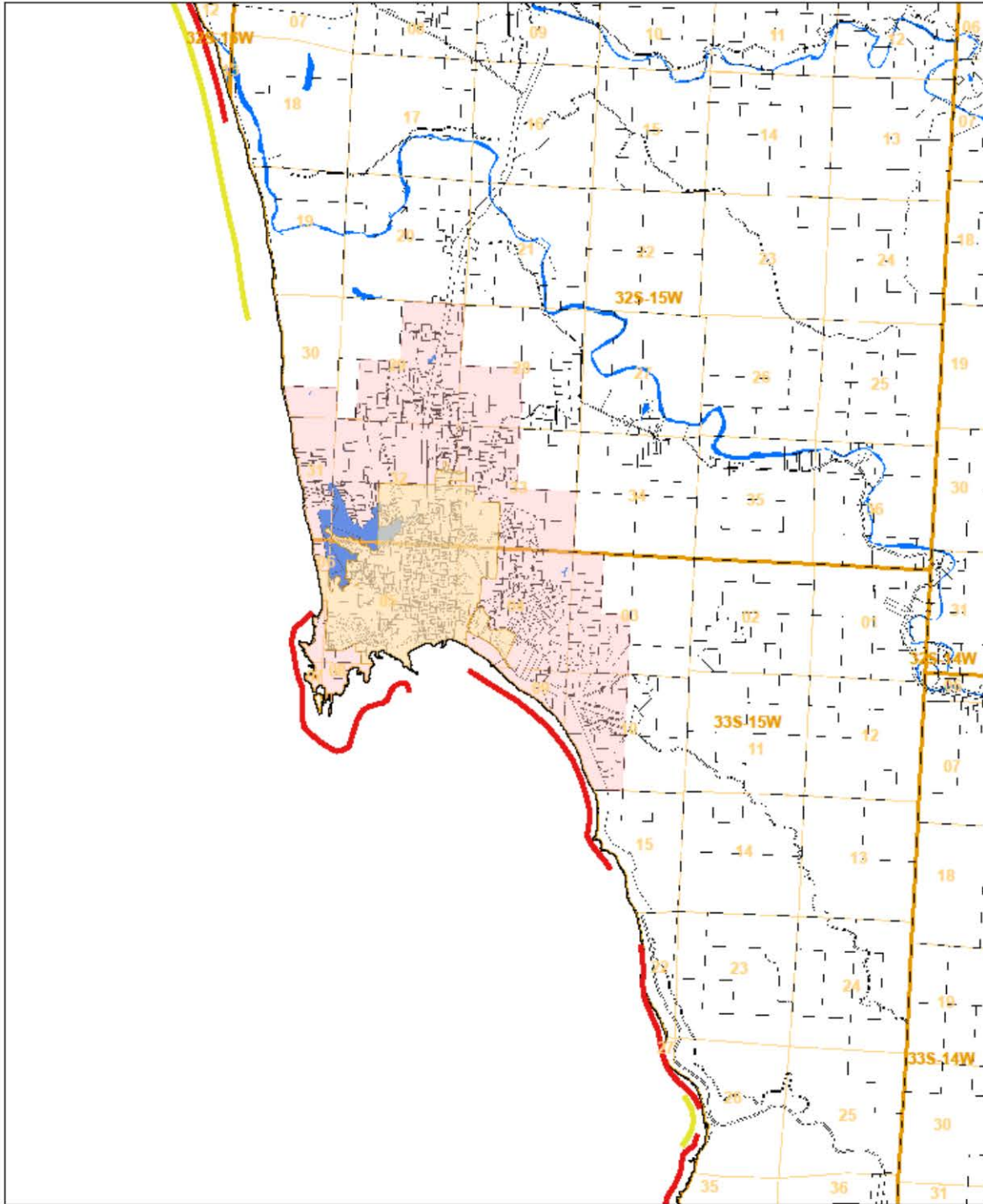


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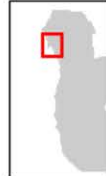
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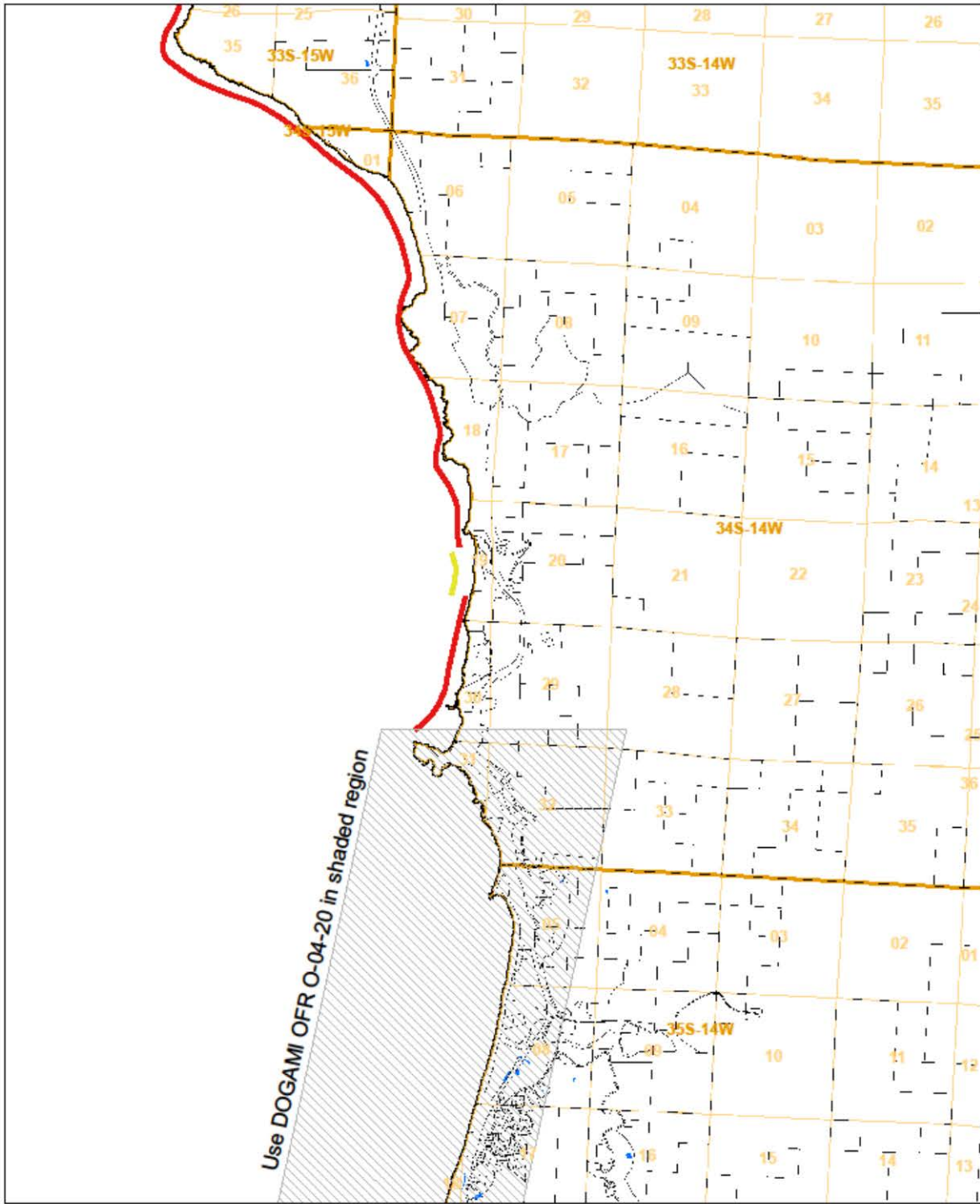


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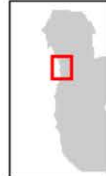
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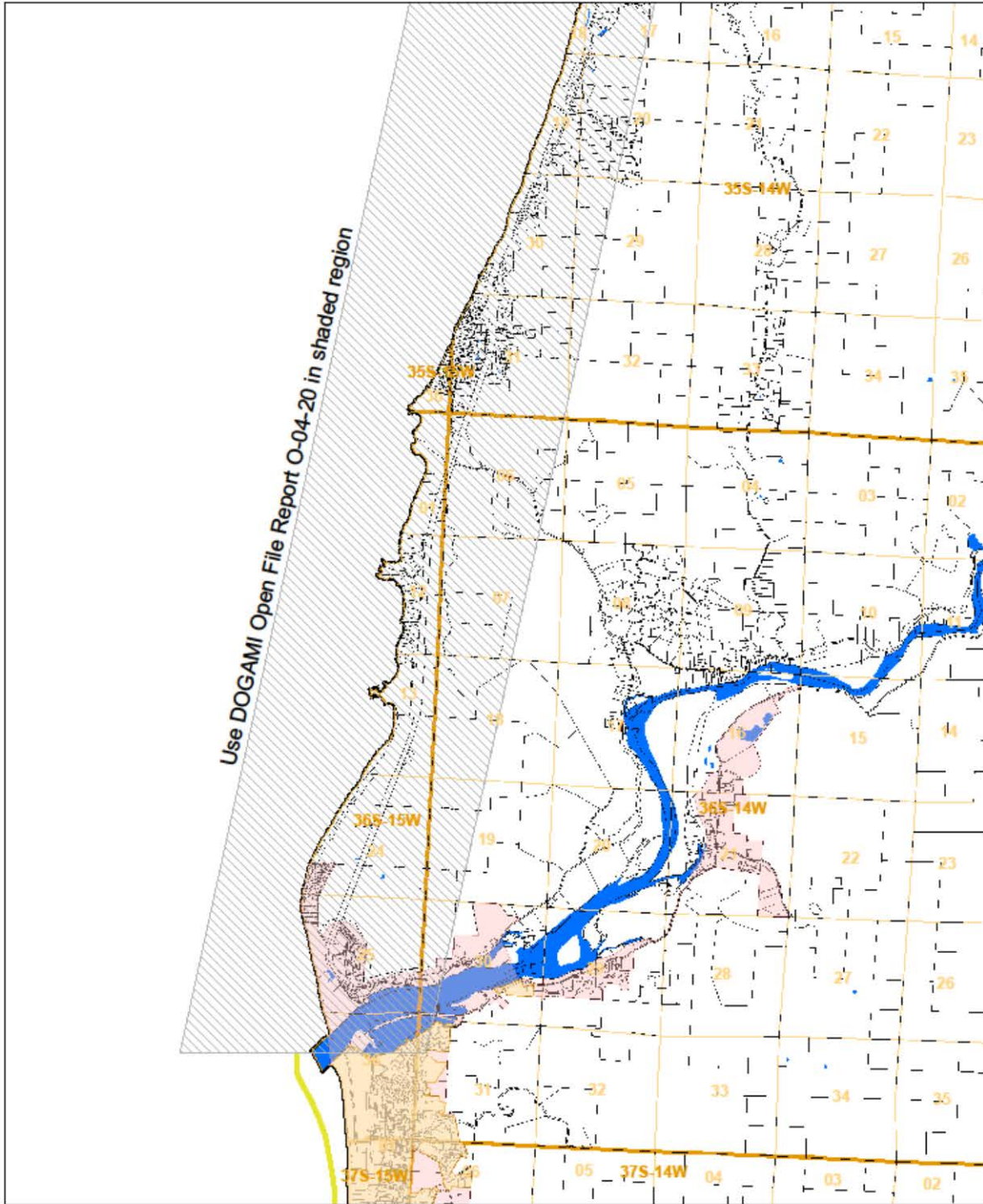
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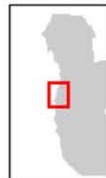
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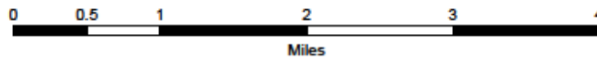
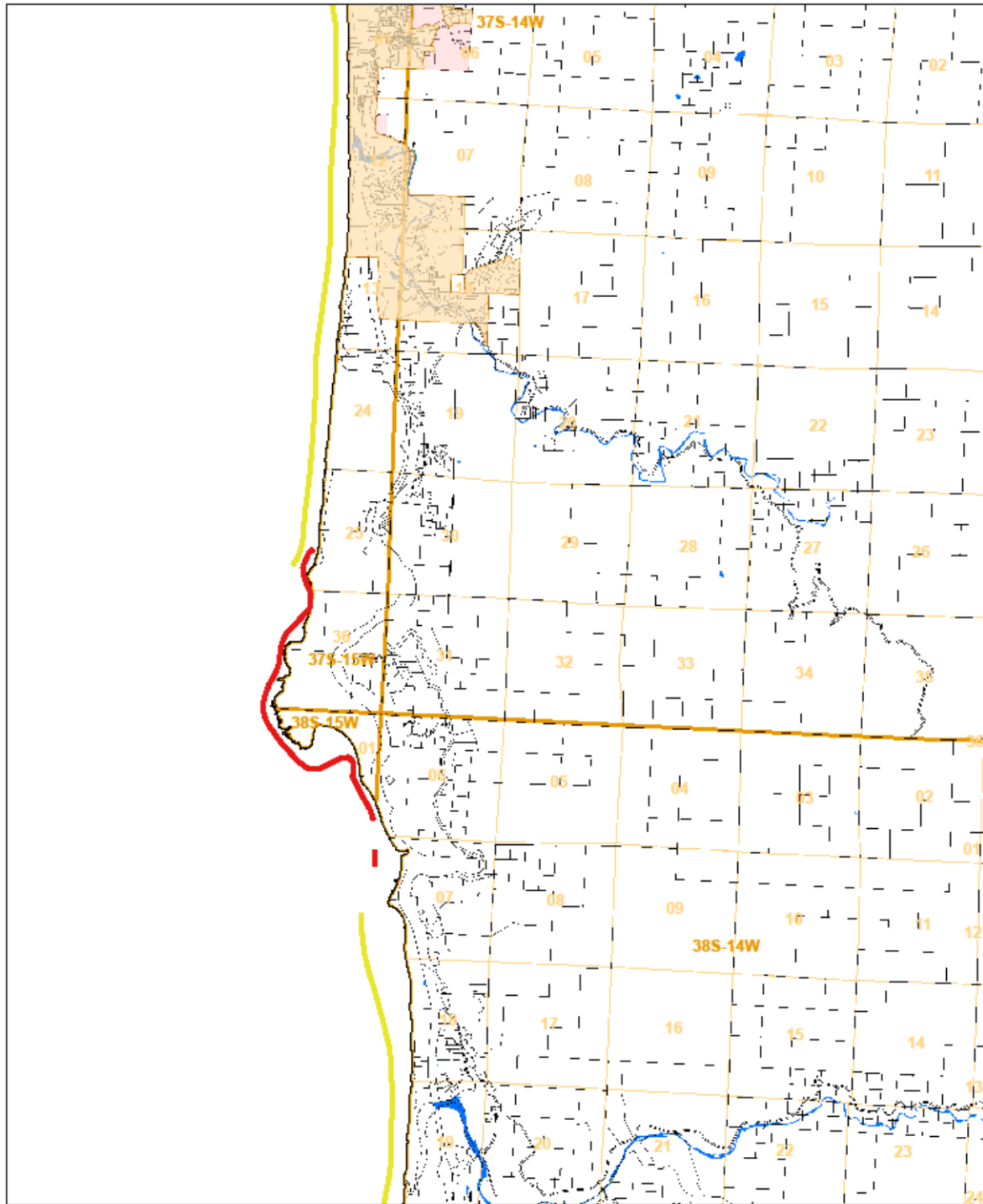
**Oregon**  
 Dept. of Land Conservation & Development  
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 DLCD GIS (rd), 06/21/2016 ESKL ArcMap v.10.3.1

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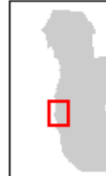
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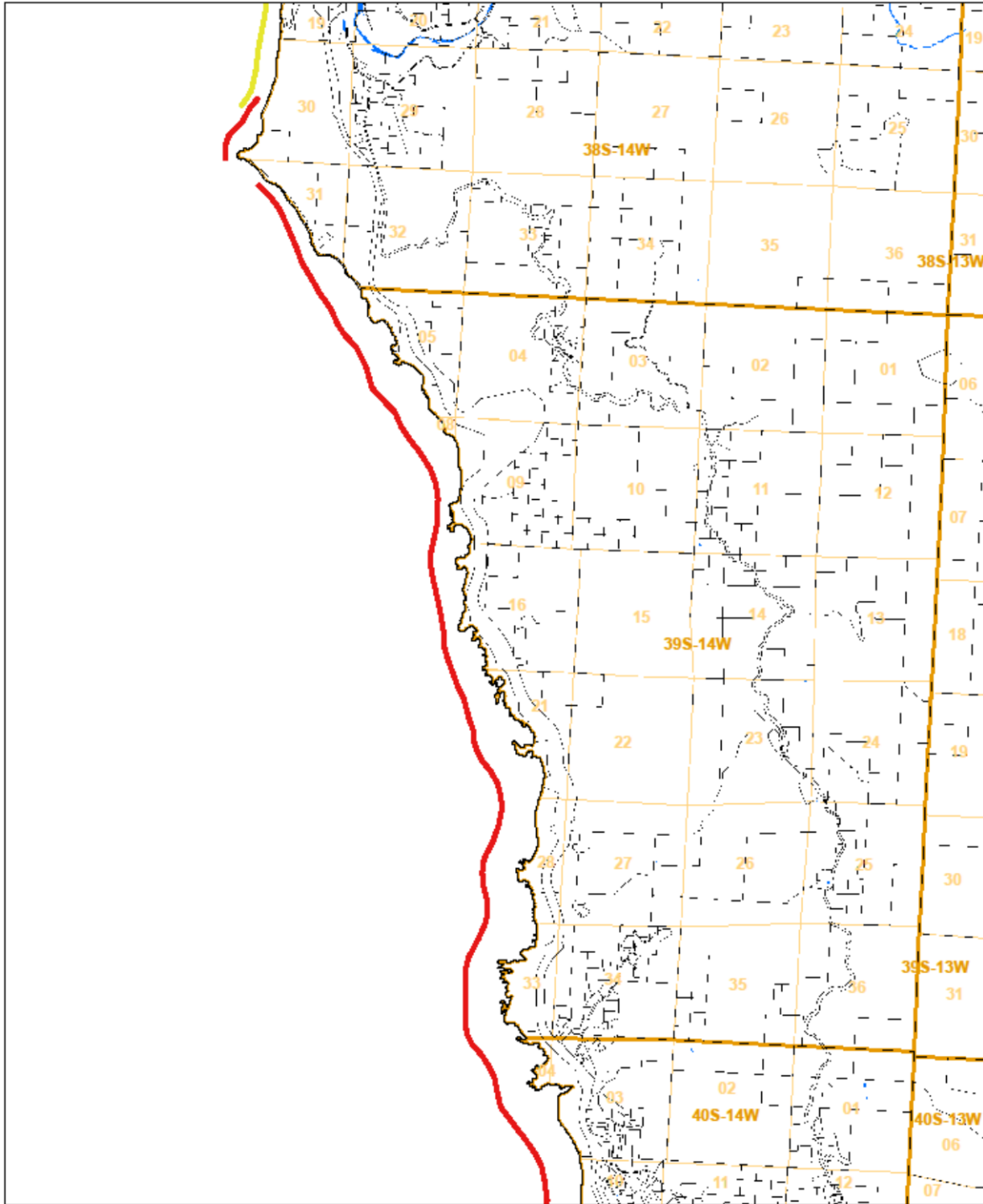


**Oregon**  
Dept. of Land Conservation & Development  
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DLCD GIS (rd), 06/21/2016 ESRI ArcMap v.10.3.1

Data sources: Hazard lines - DOGAMI Bulletin 90, 1976;  
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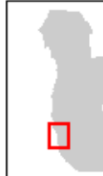
# Curry County Coastal Erosion Hazard Map



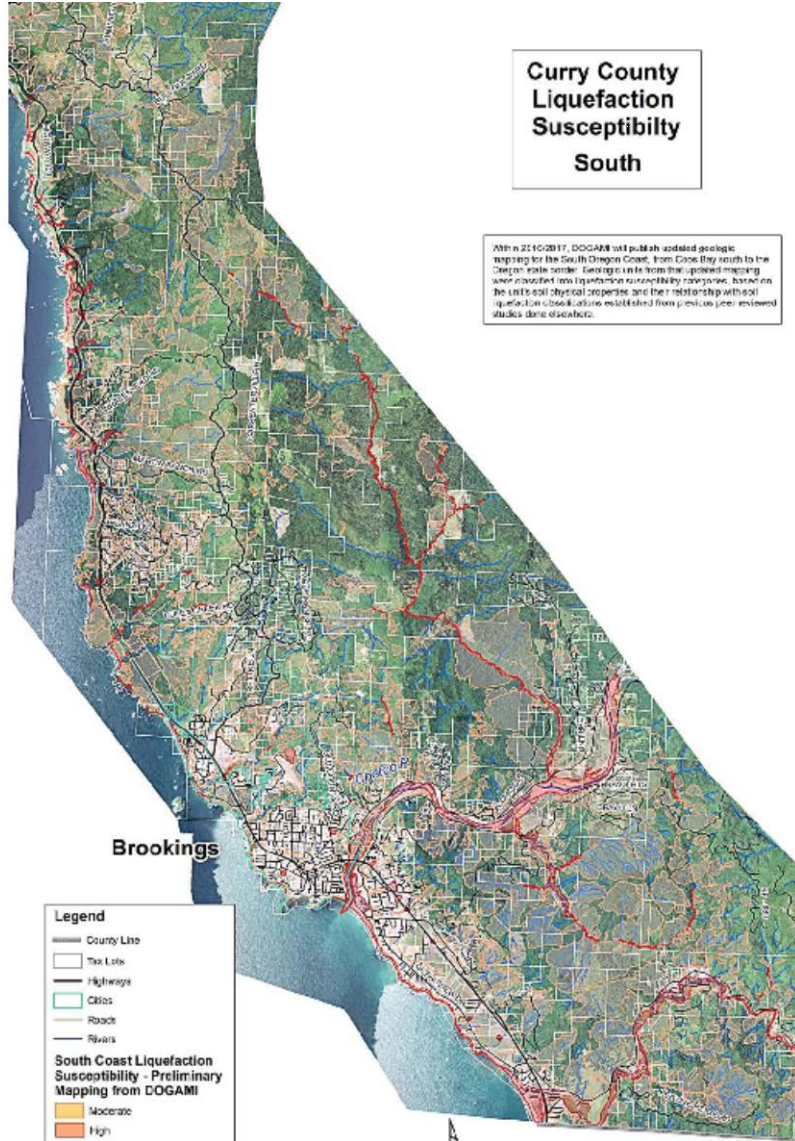
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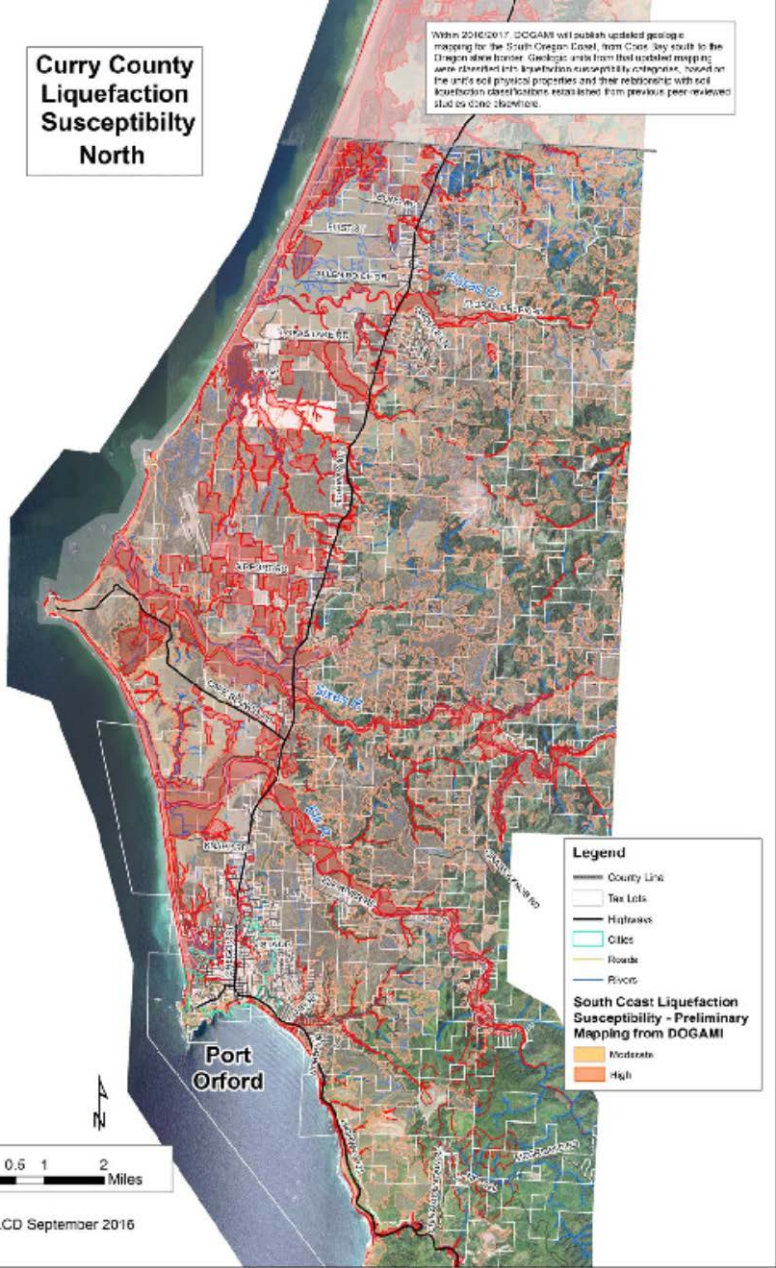
# Earthquake (Liquefaction) Hazards Map

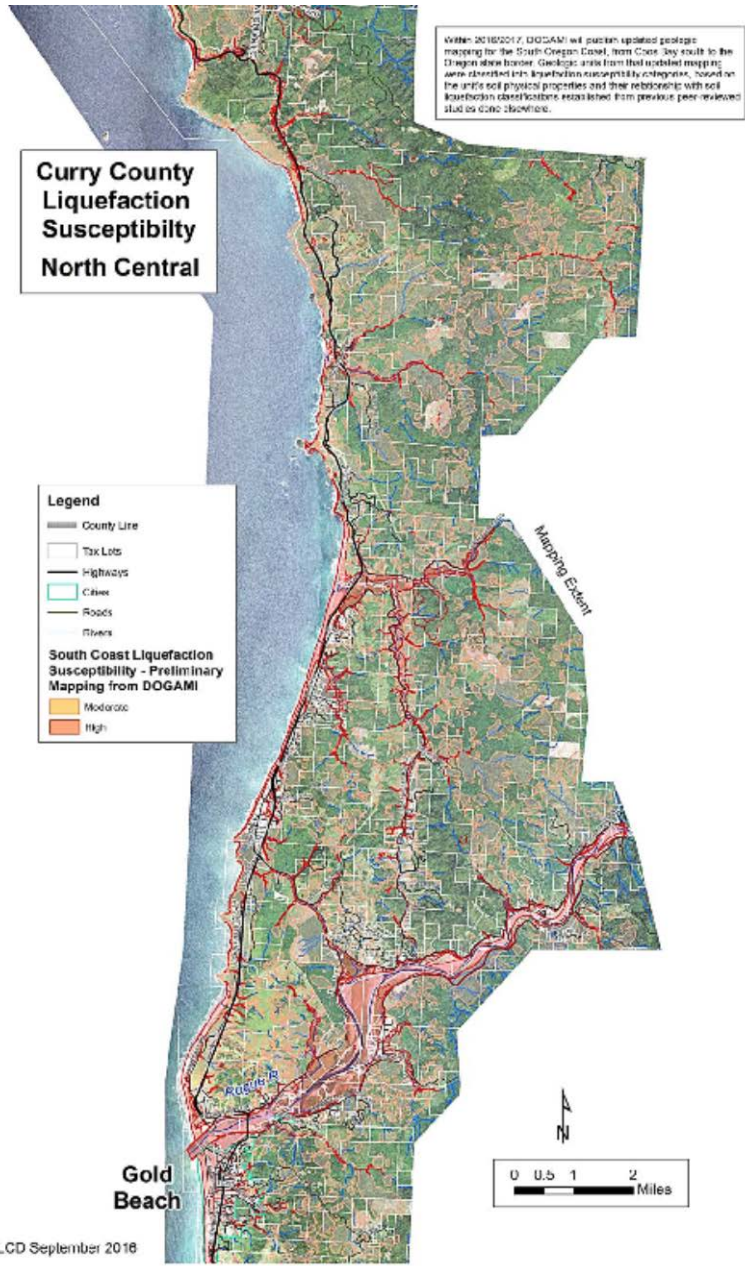


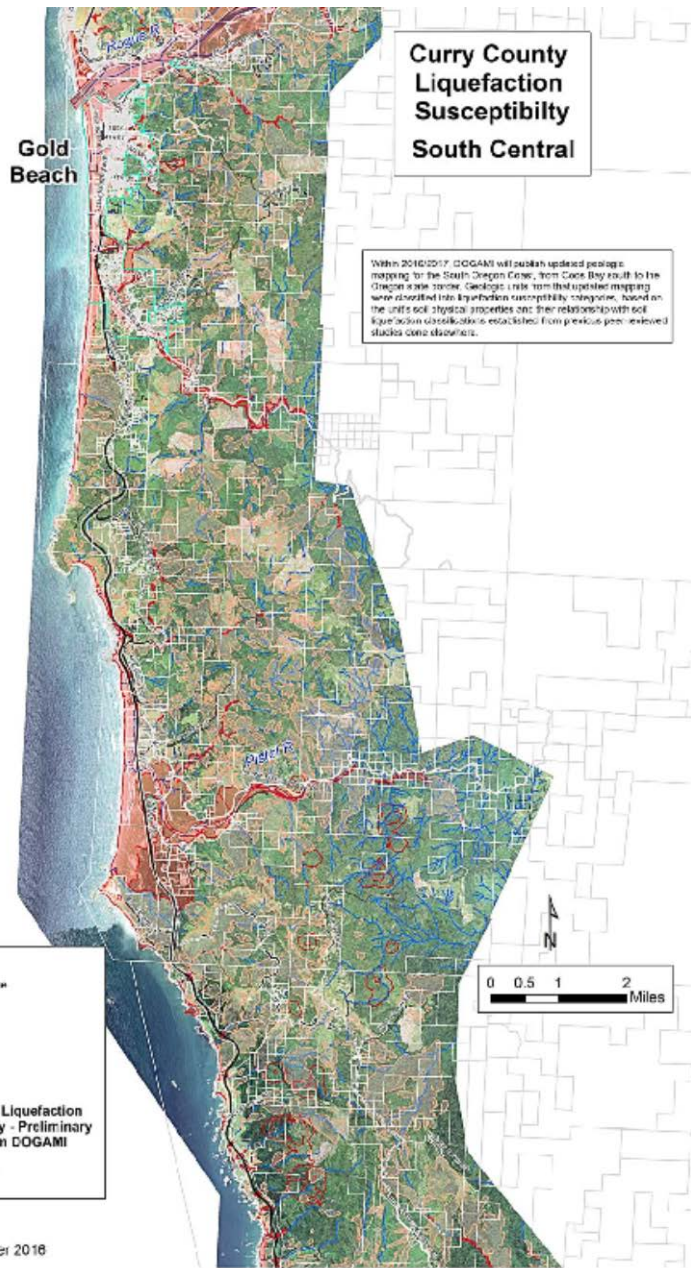
DLCD September 2016

# Curry County Liquefaction Susceptibility North

When 2016/2017 DOGAMI will publish updated geologic mapping for the South-Coast Coast, from Coos Bay south to the Oregon-Alaska border. Geologic units from that updated mapping will be overlaid into liquefaction susceptibility categories, based on the unit's soil physical properties and their relationship with soil liquefaction classifications established from previous peer-reviewed studies as done elsewhere.



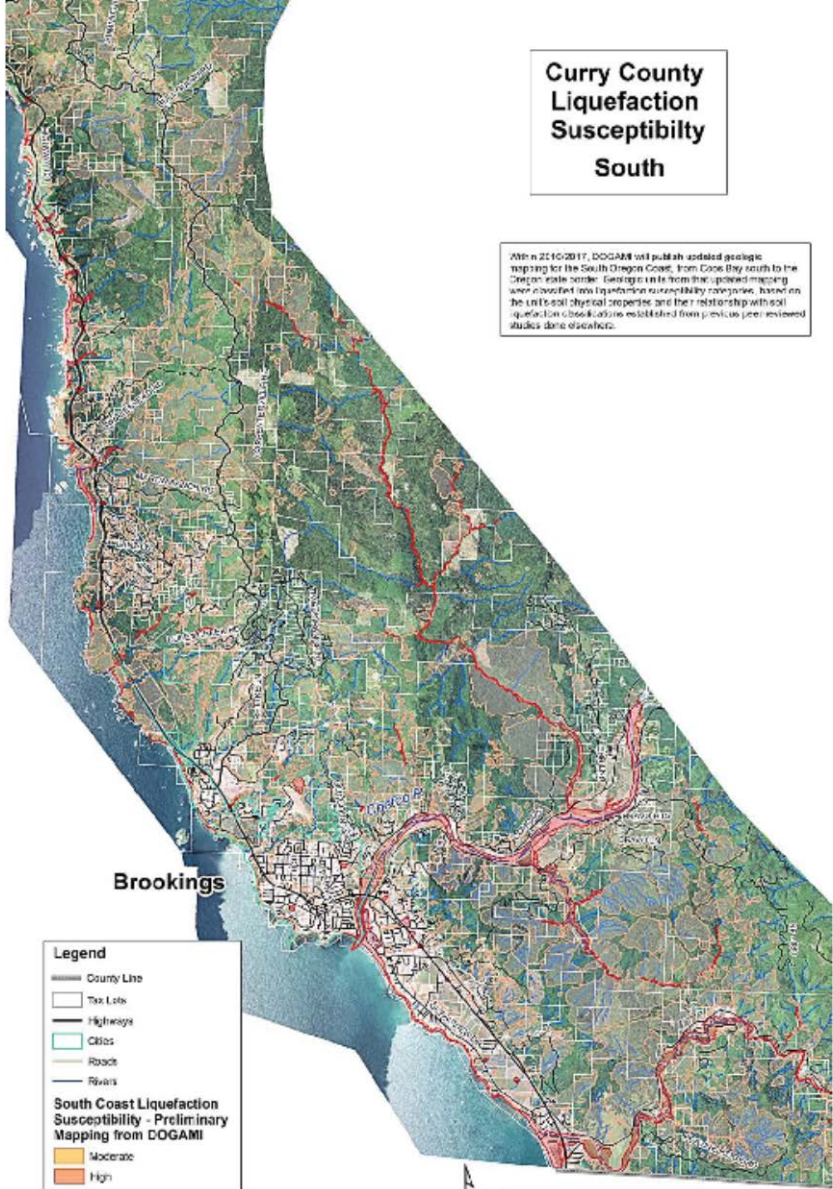




DLCD September 2018

# Curry County Liquefaction Susceptibility South

With a 25% (2017), DOGAMI will publish updated geologic mapping for the South Oregon Coast, from Coos Bay south to the Oregon state border. Geologic units from that updated mapping were classified into liquefaction susceptibility categories, based on the soil physical properties and their relationship with soil liquefaction observations established from previous peer-reviewed studies done elsewhere.



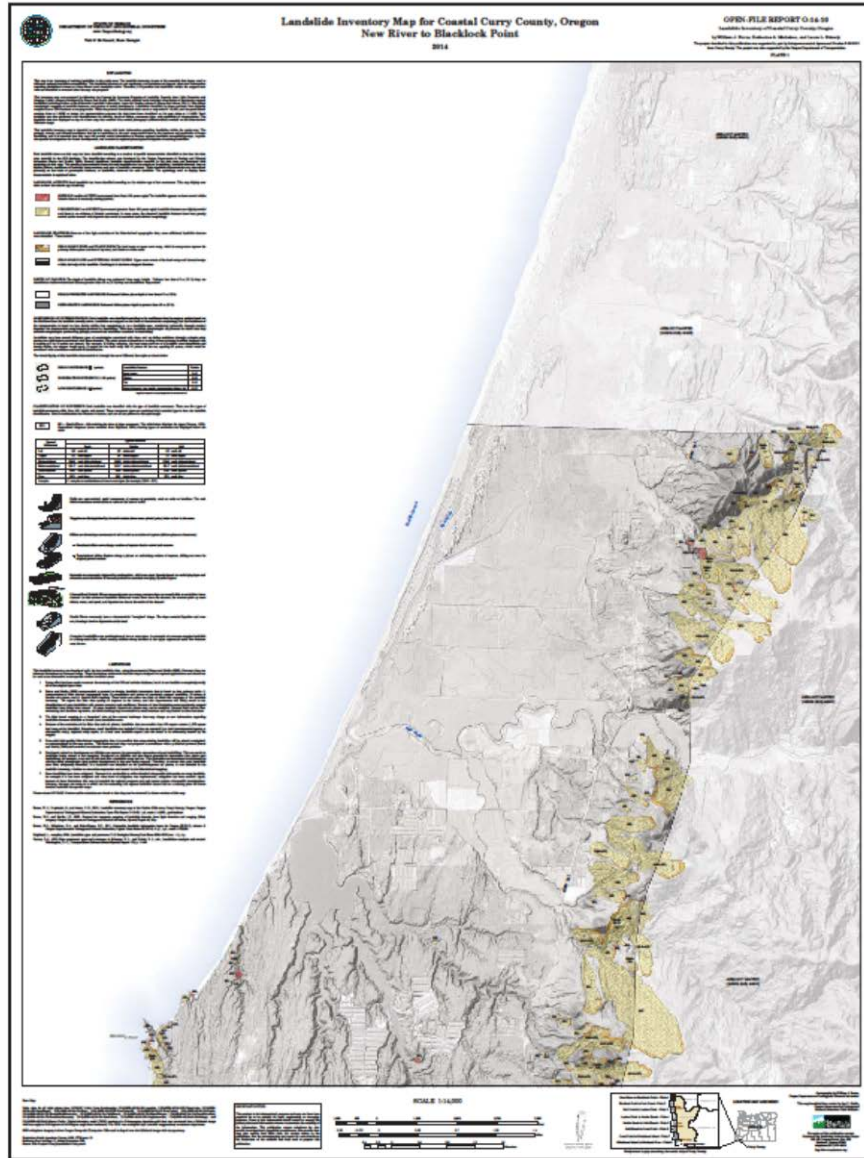
**Legend**

- County Line
- Tax Lots
- Highways
- Cities
- Roads
- Rivers

**South Coast Liquefaction  
Susceptibility - Preliminary  
Mapping from DOGAMI**

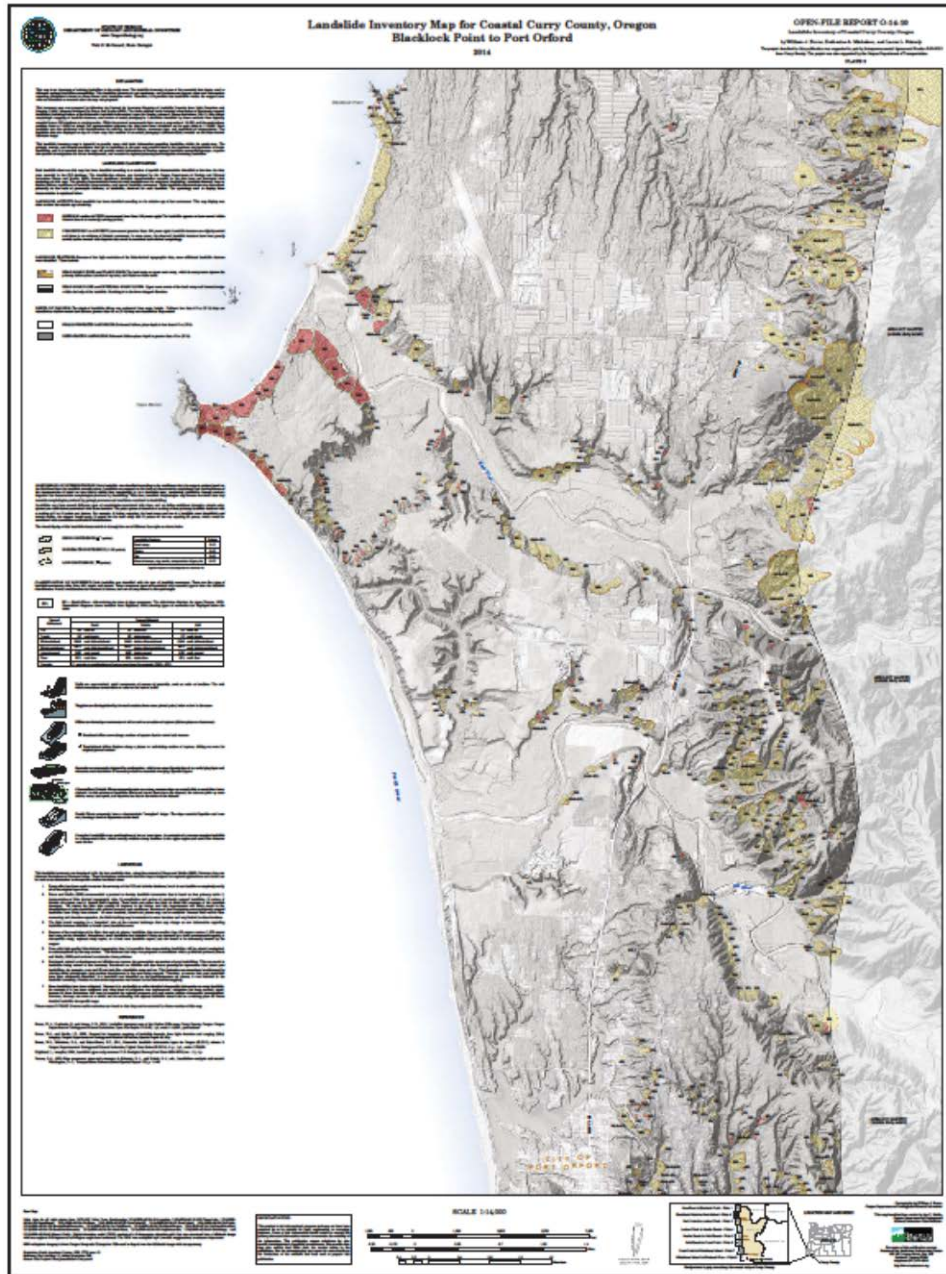
- Moderate
- High

# Curry County Landslide Hazard Map

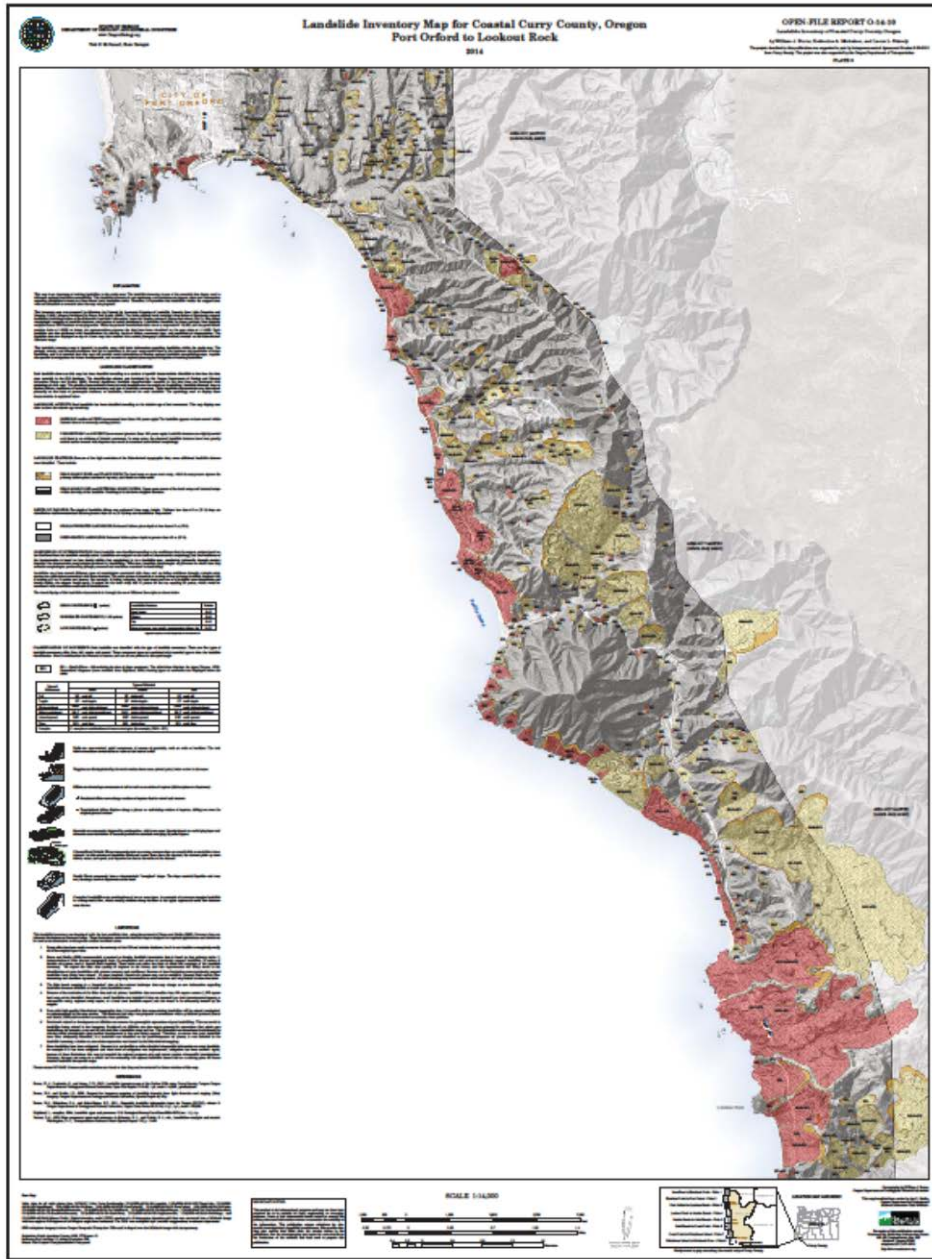




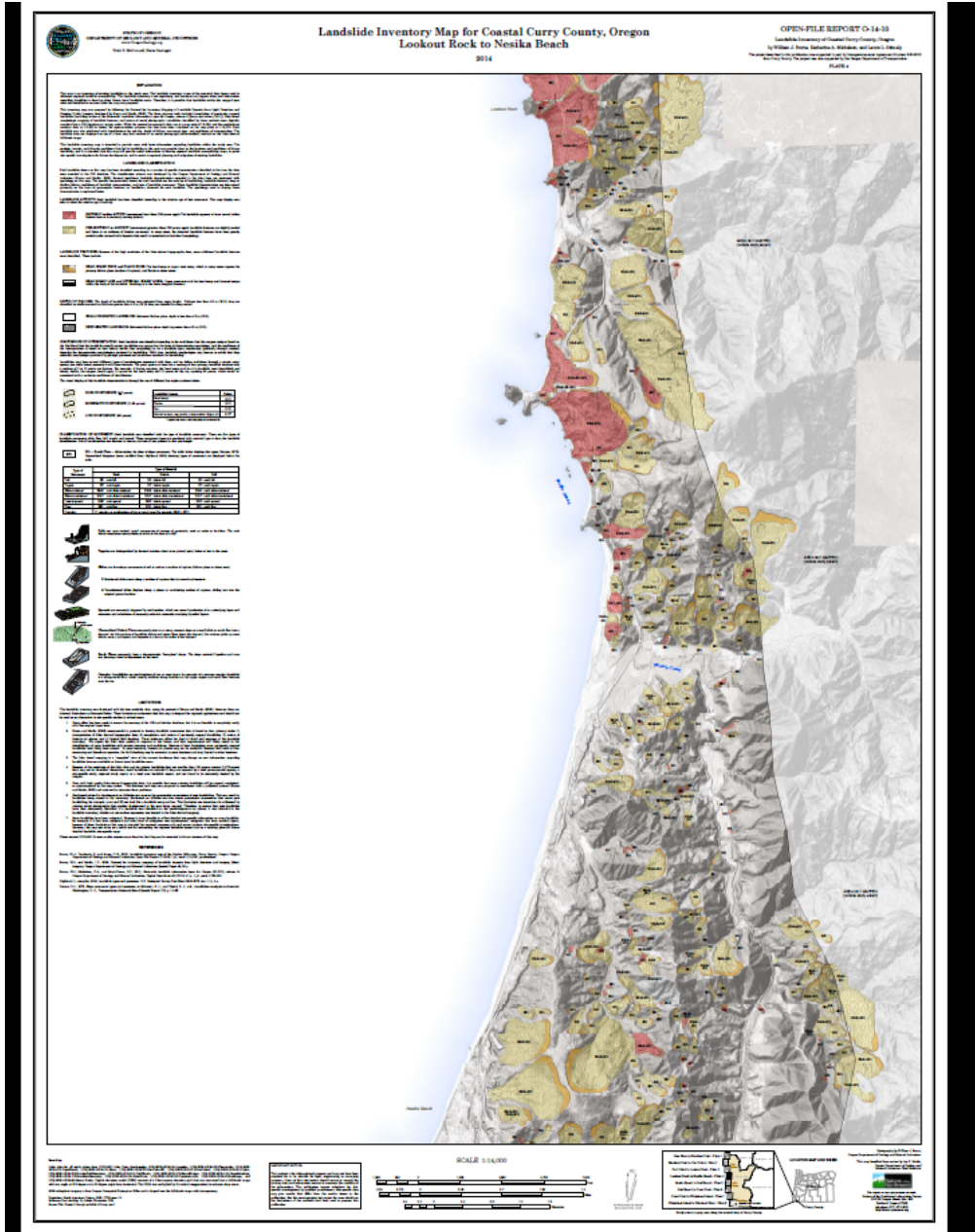
# Curry County Landslide Hazard Map



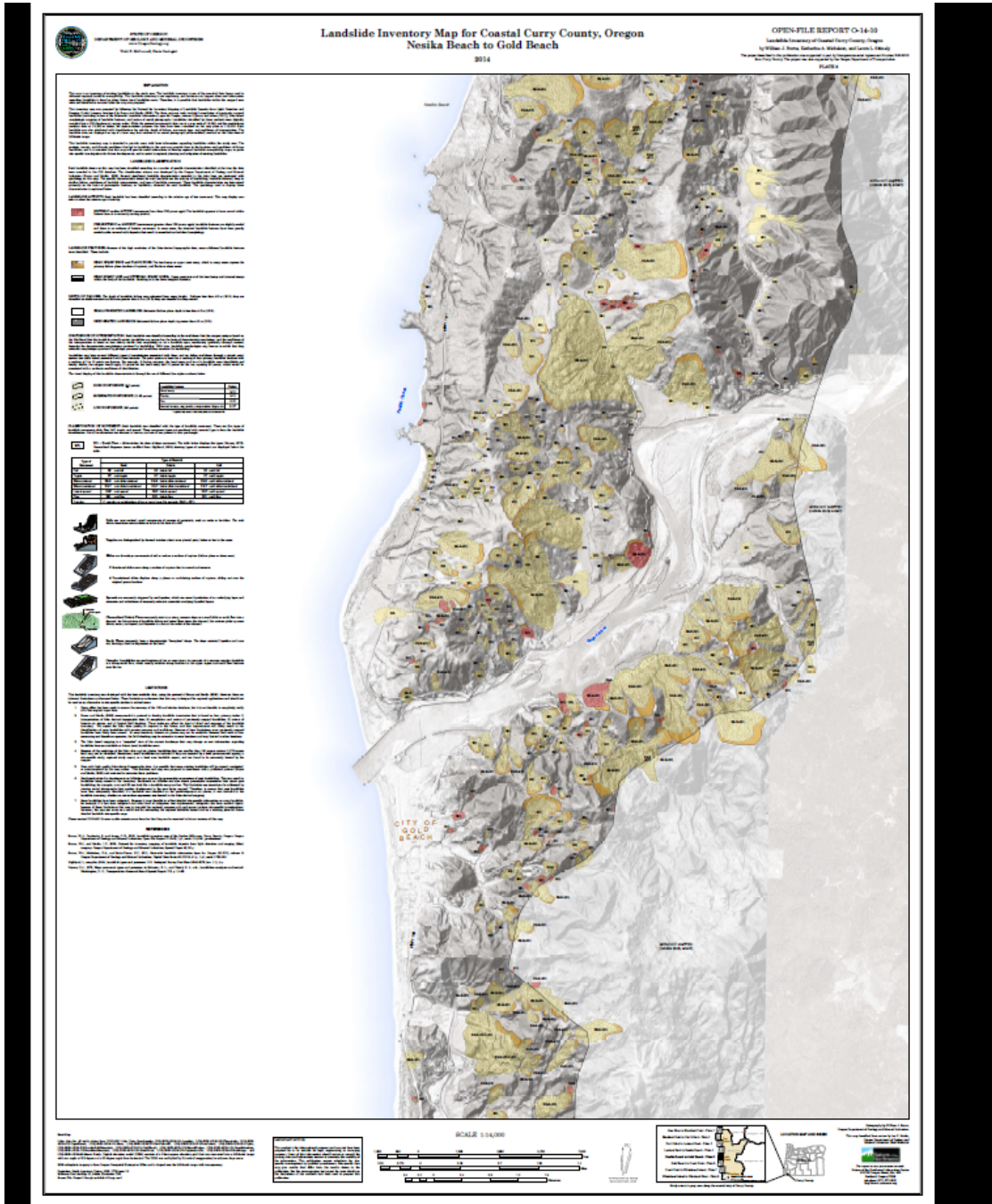
# Curry County Landslide Hazard Map



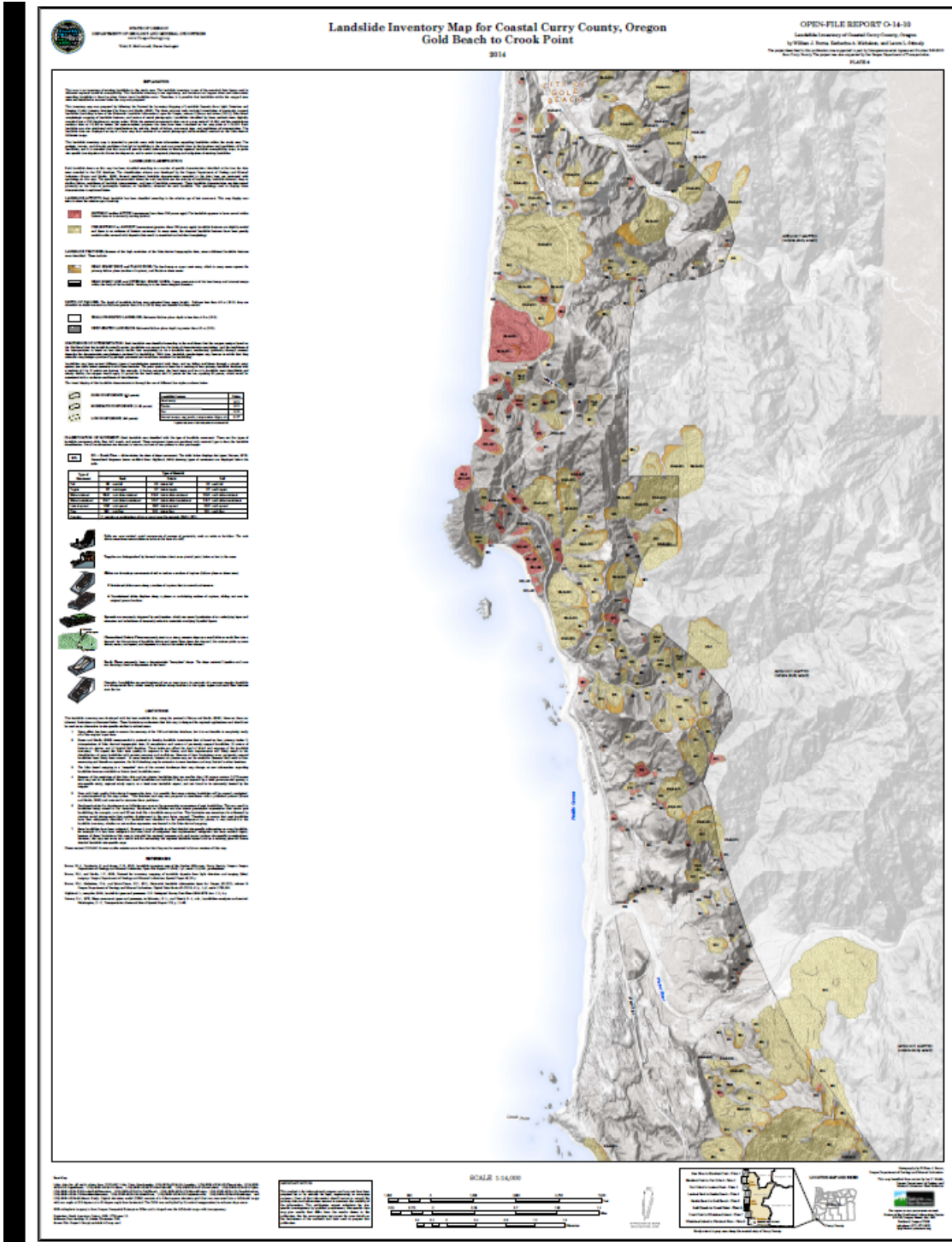
# Curry County Landslide Hazard Map



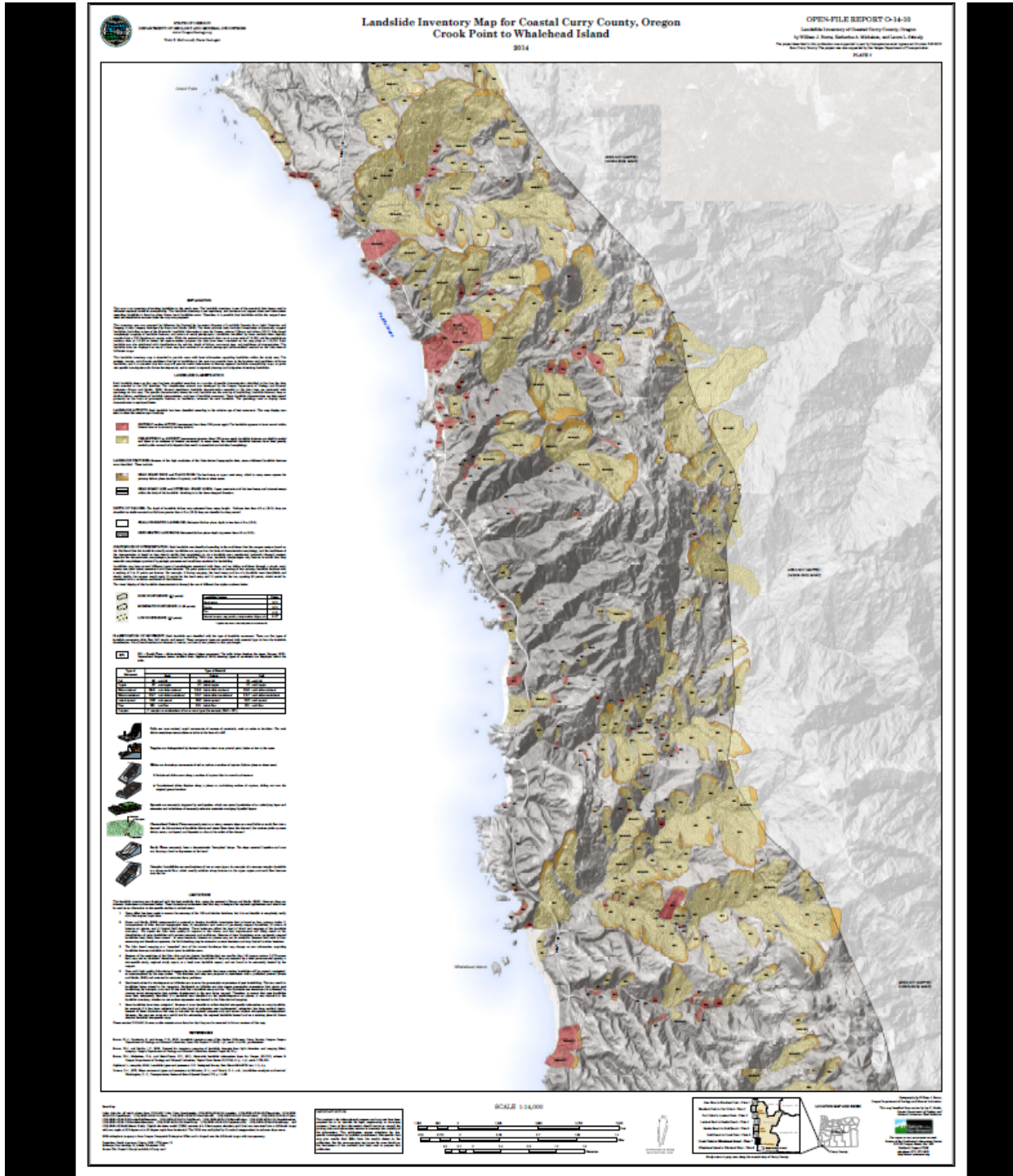
# Curry County Landslide Hazard Map



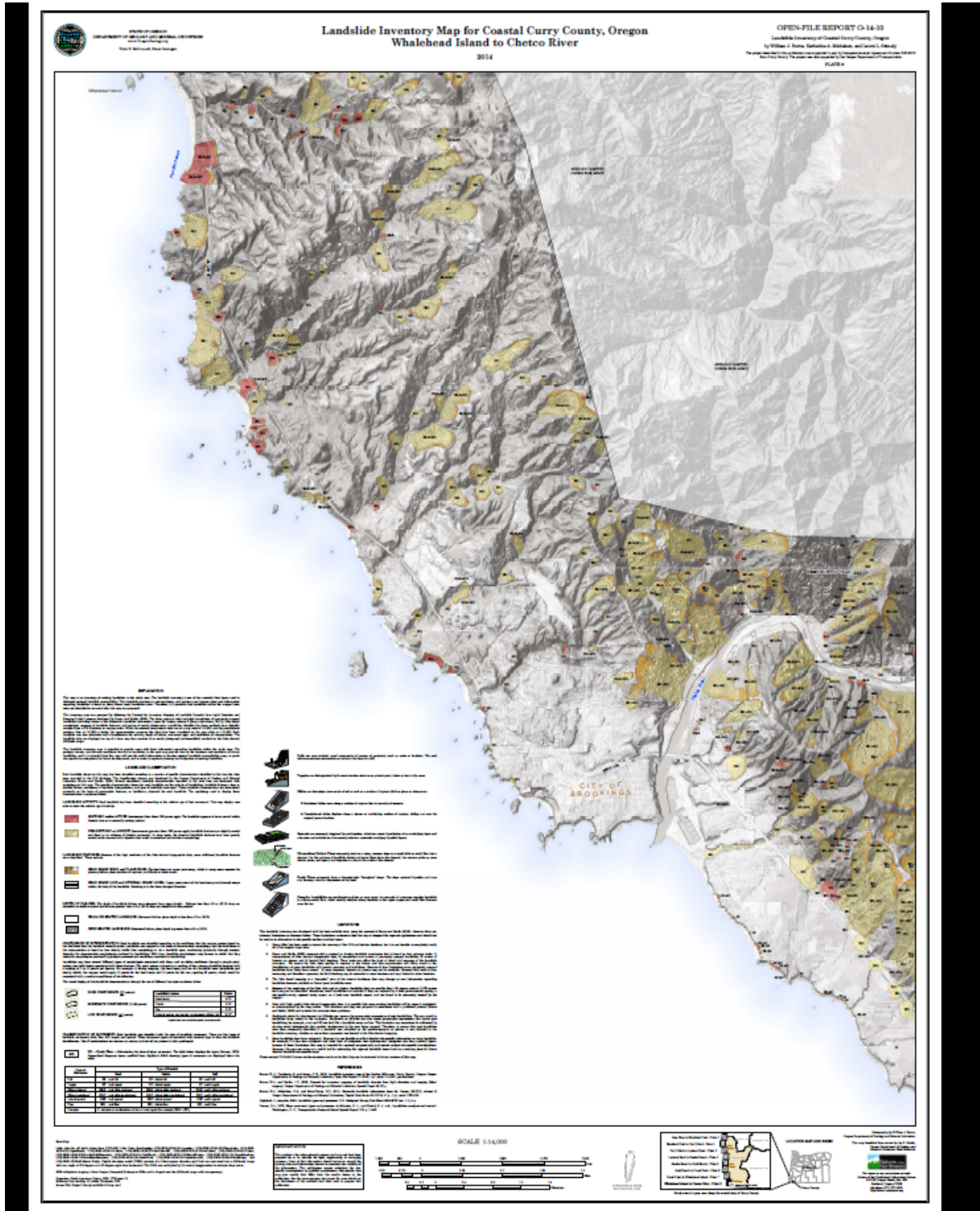
# Curry County Landslide Hazard Map



# Curry County Landslide Hazard Map



# Curry County Landslide Hazard Map



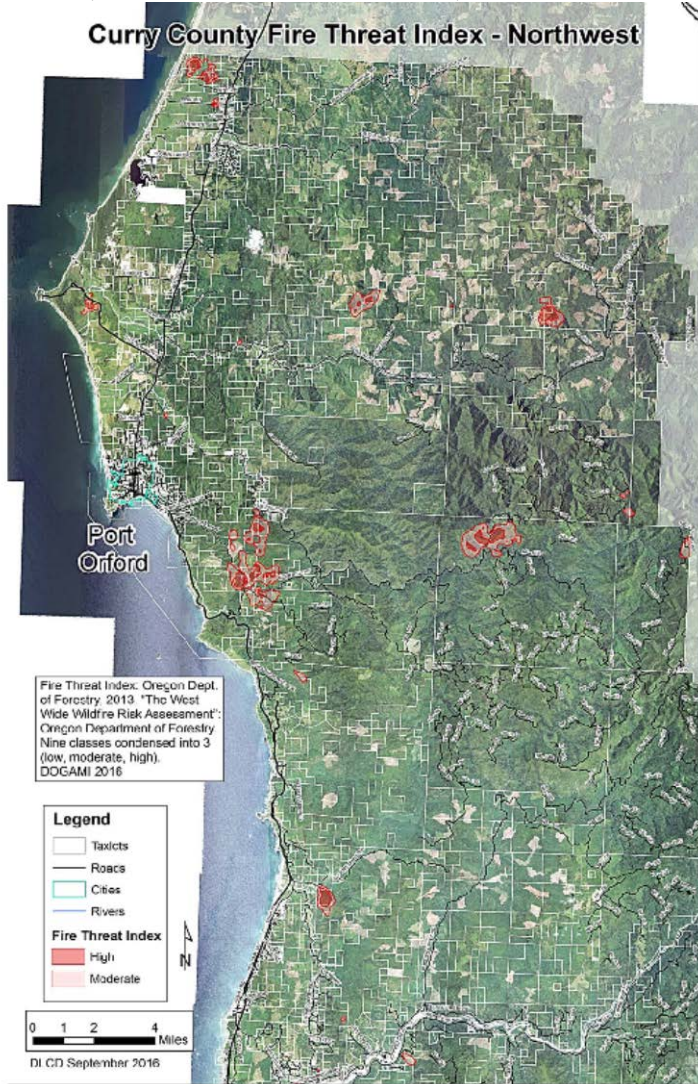
# Curry County Wildfire Hazard Maps (4)

Northeast,

Northwest,

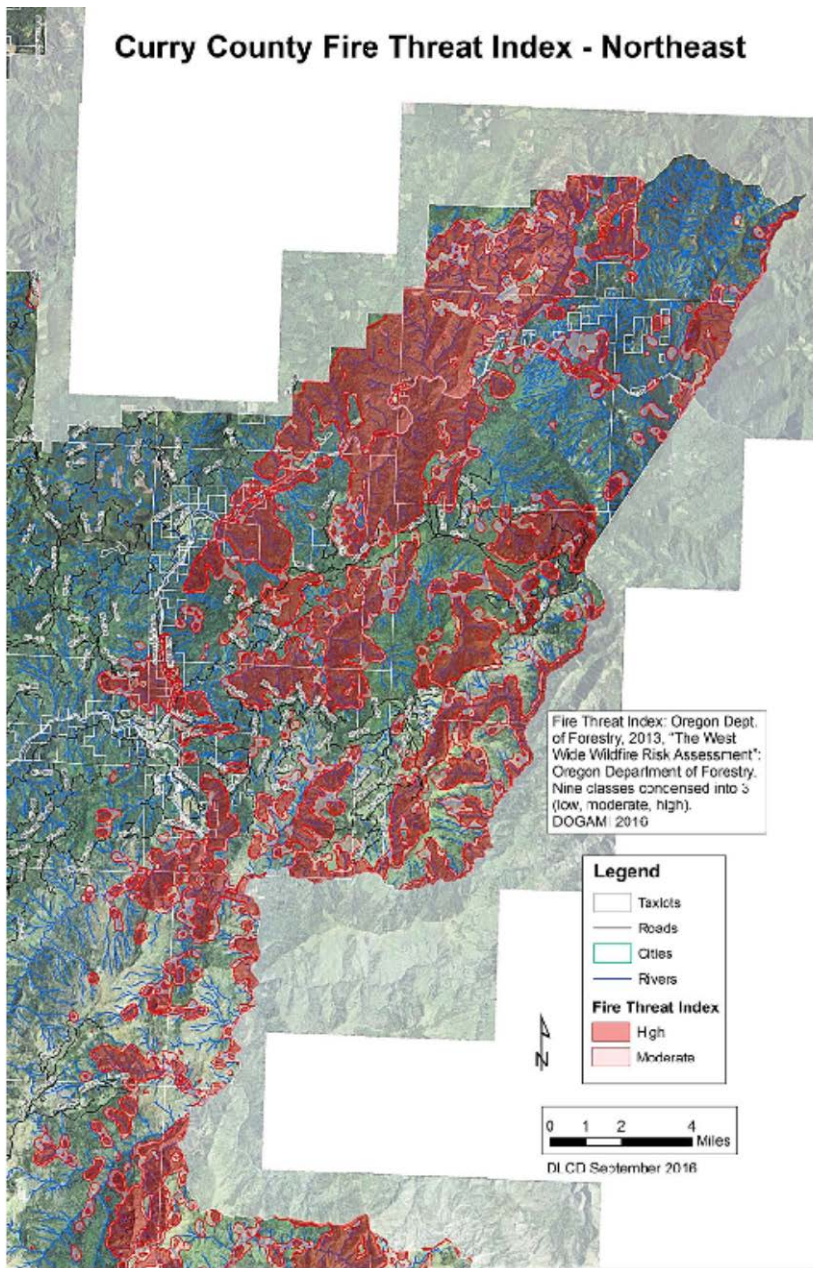
Southeast,

Southwest





# Curry County Fire Threat Index - Northeast



Fire Threat Index: Oregon Dept. of Forestry, 2013, "The West Wide Wildfire Risk Assessment"; Oregon Department of Forestry. Nine classes condensed into 3 (low, moderate, high). DOGAM, 2016

**Legend**

- Taxlots
- Roads
- Cities
- Rivers

**Fire Threat Index**

- Hgh
- Moderate



DL CD September 2016

# Curry County Fire Threat Index - Southwest

Gold Beach

Fire Threat Index: Oregon Dept. of Forestry, 2013, "The West Wide Wildfire Risk Assessment". Oregon Department of Forestry. Nine classes condensed into 3 (low, moderate, high). DLCCAM 2016



**Legend**

- Taxlots
- Roads
- Cities
- Rivers

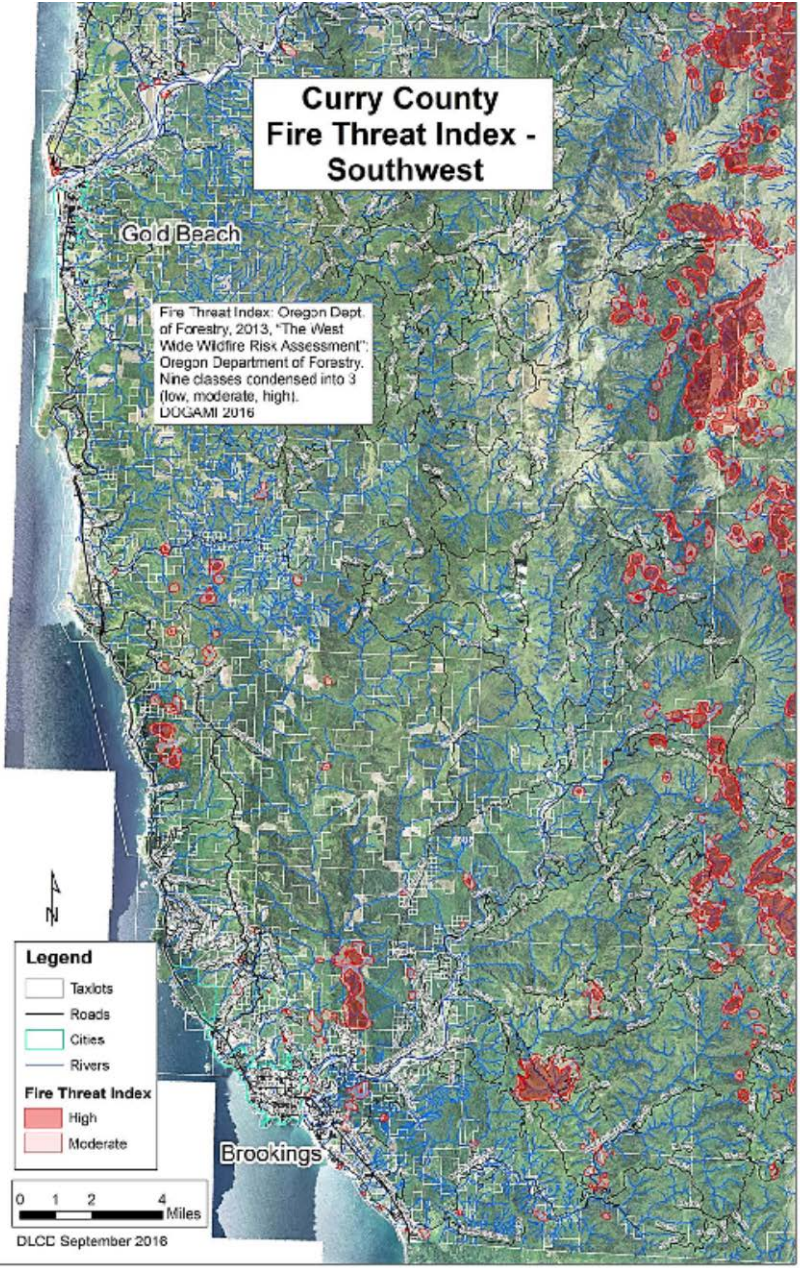
**Fire Threat Index**

- High
- Moderate

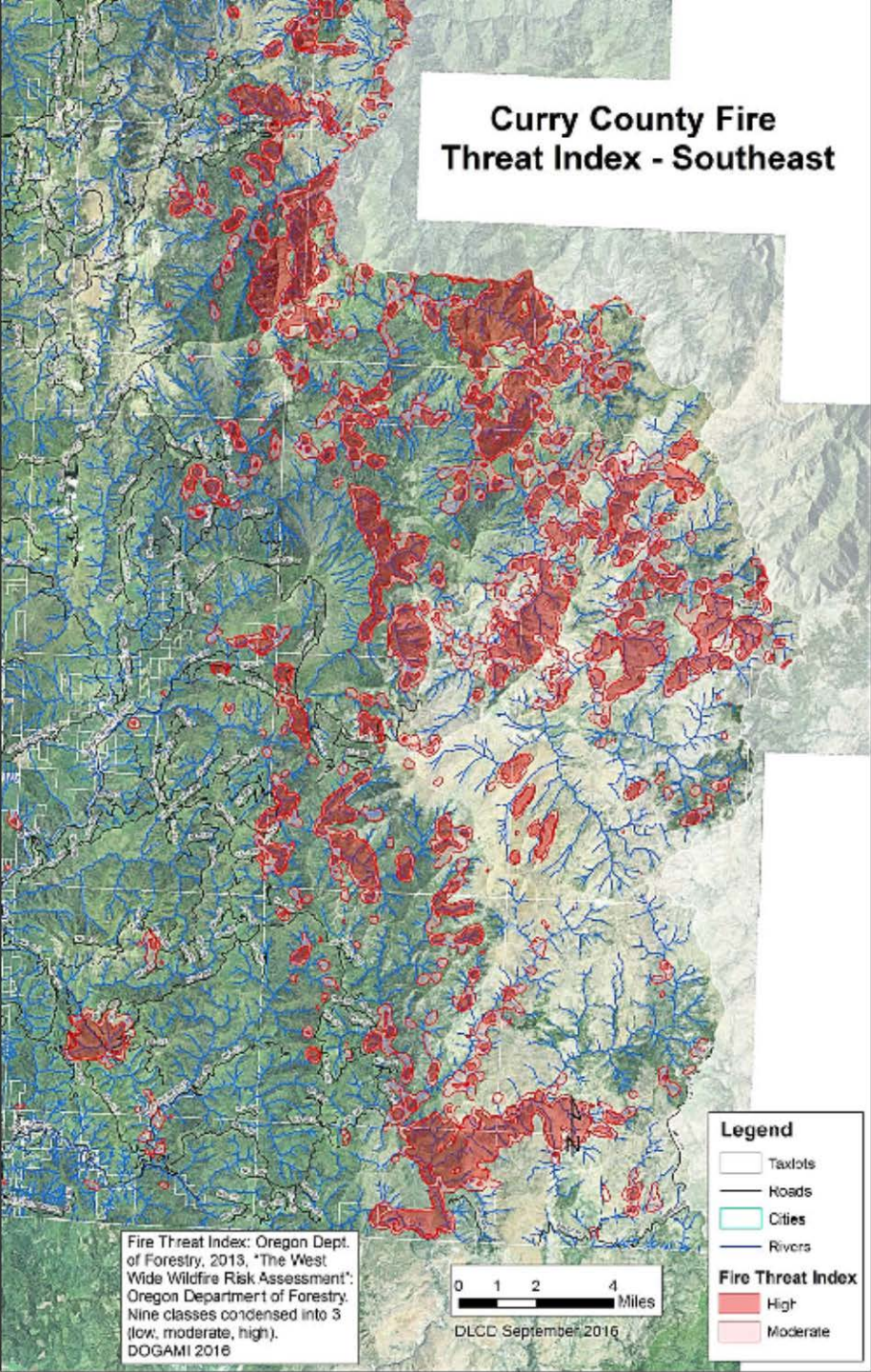


DLCC September 2016

Brookings



# Curry County Fire Threat Index - Southeast

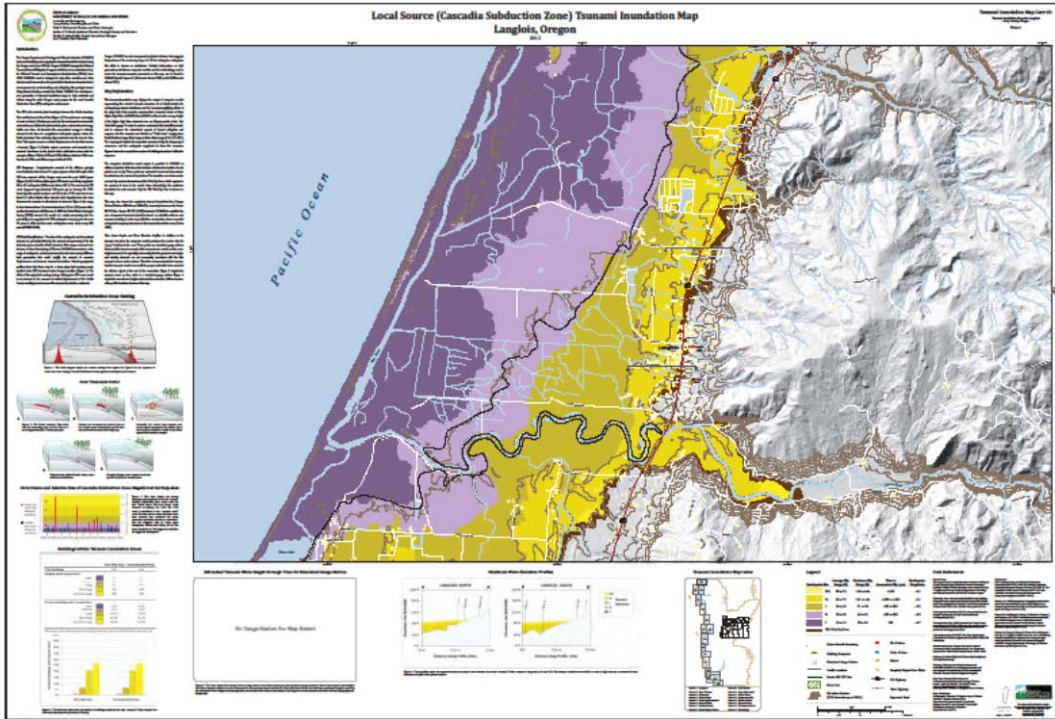


**MAP ATTACHMENT 2**

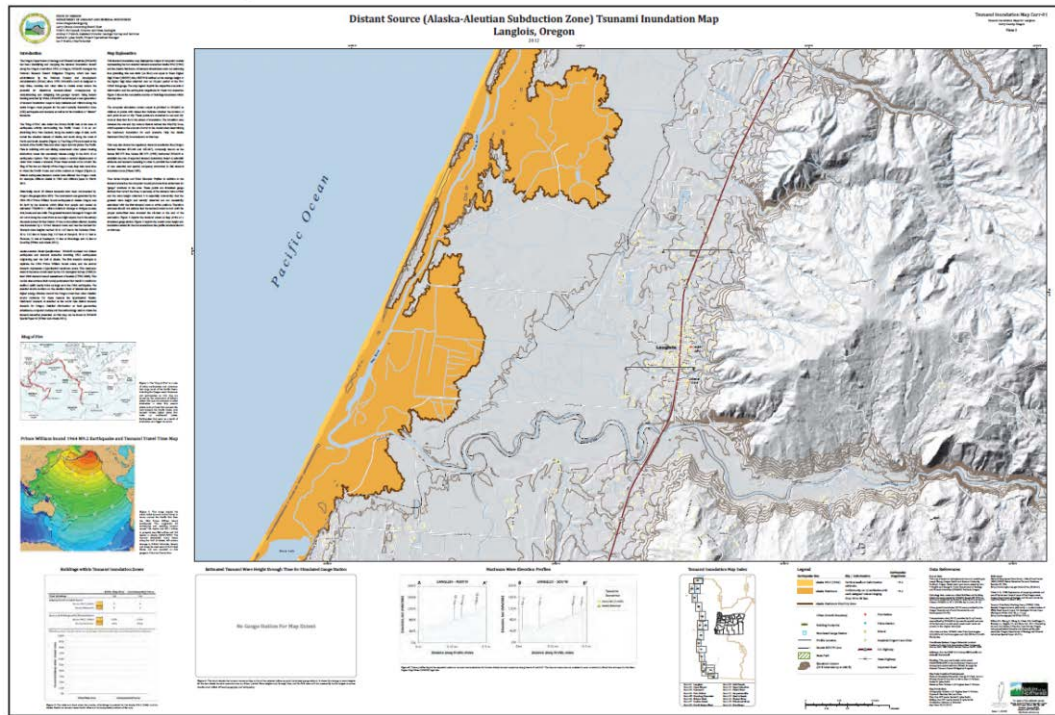
**Maps are illustrated in this exhibit for reference only.**

# Curry County Tsunami Hazards Map

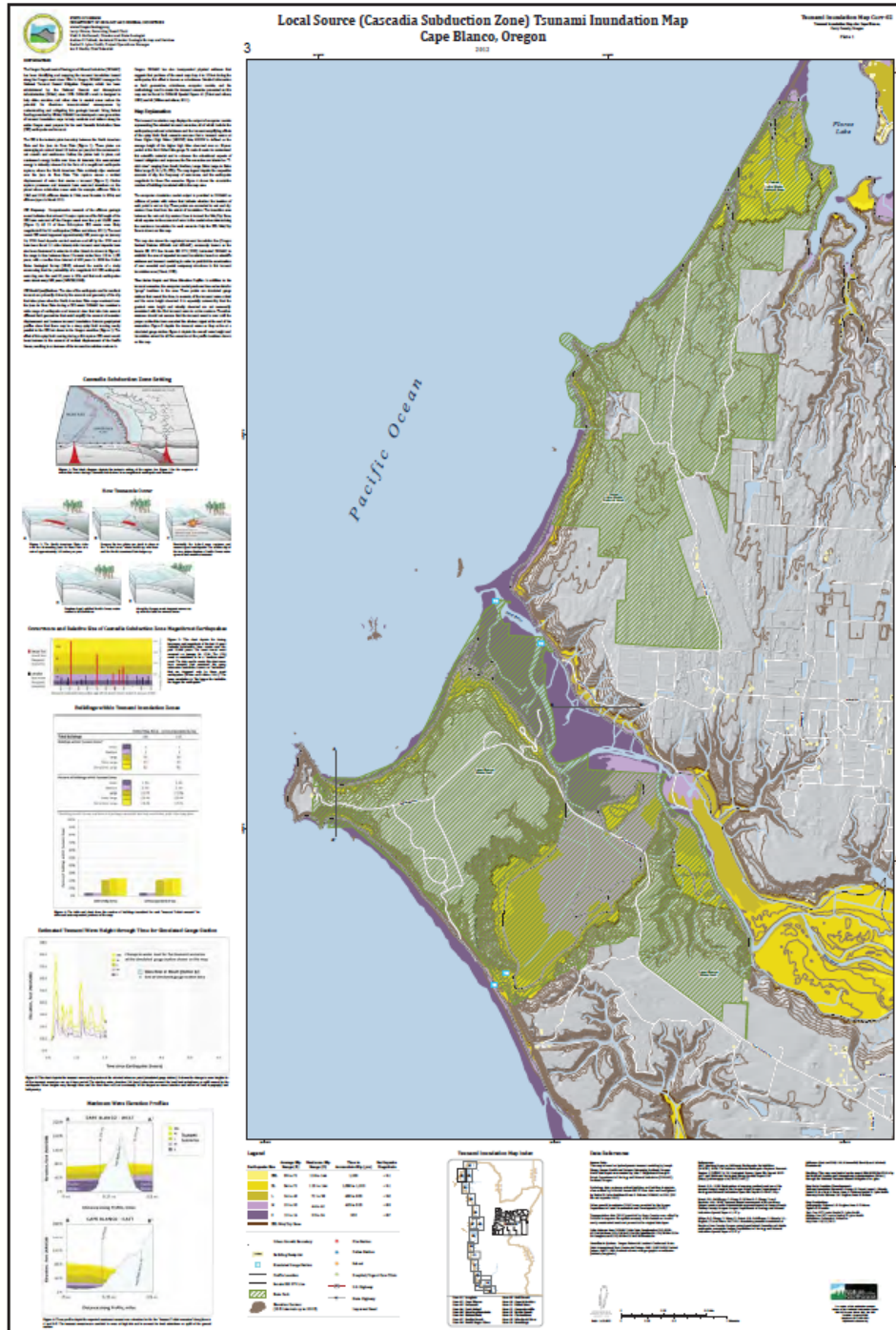
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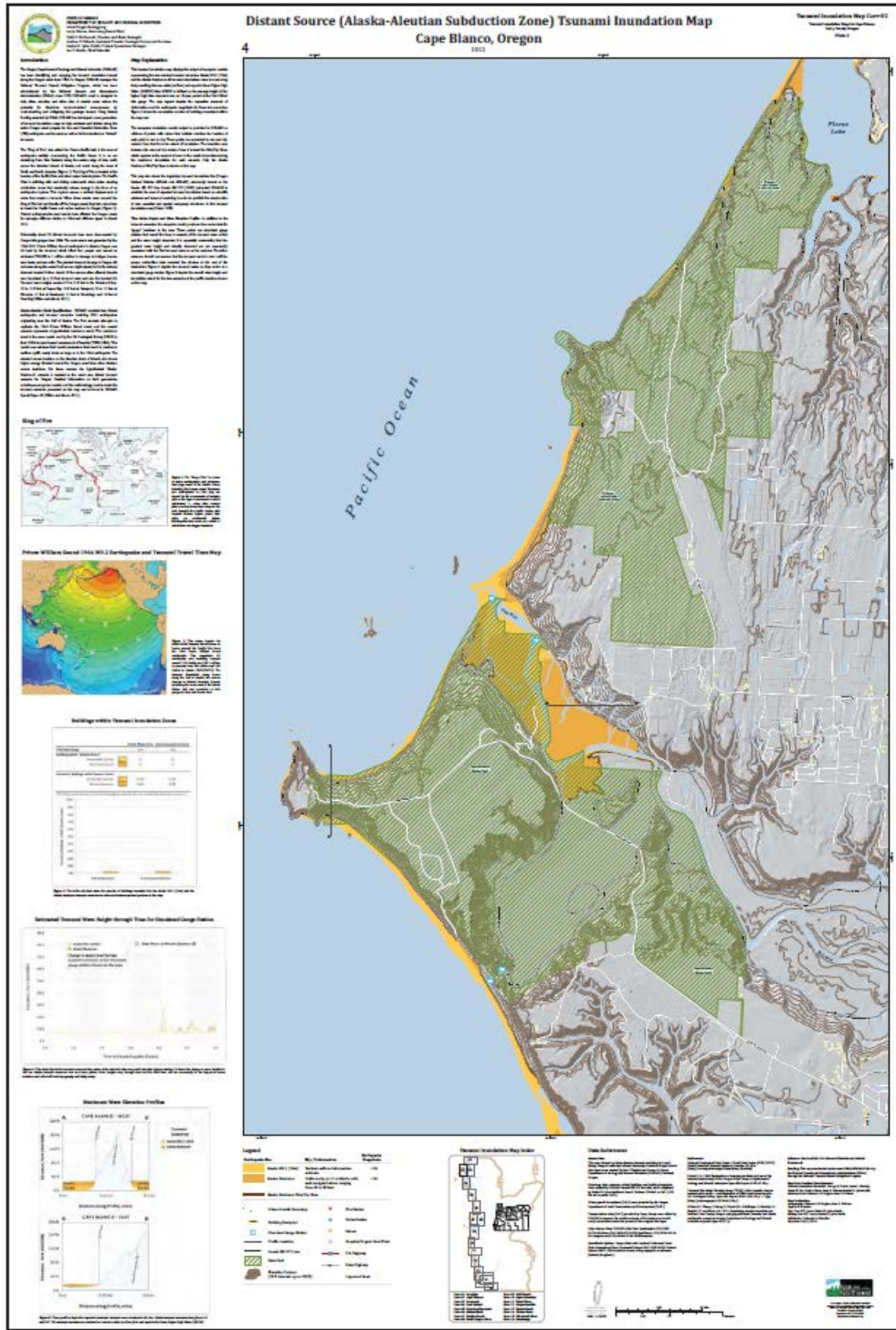
2



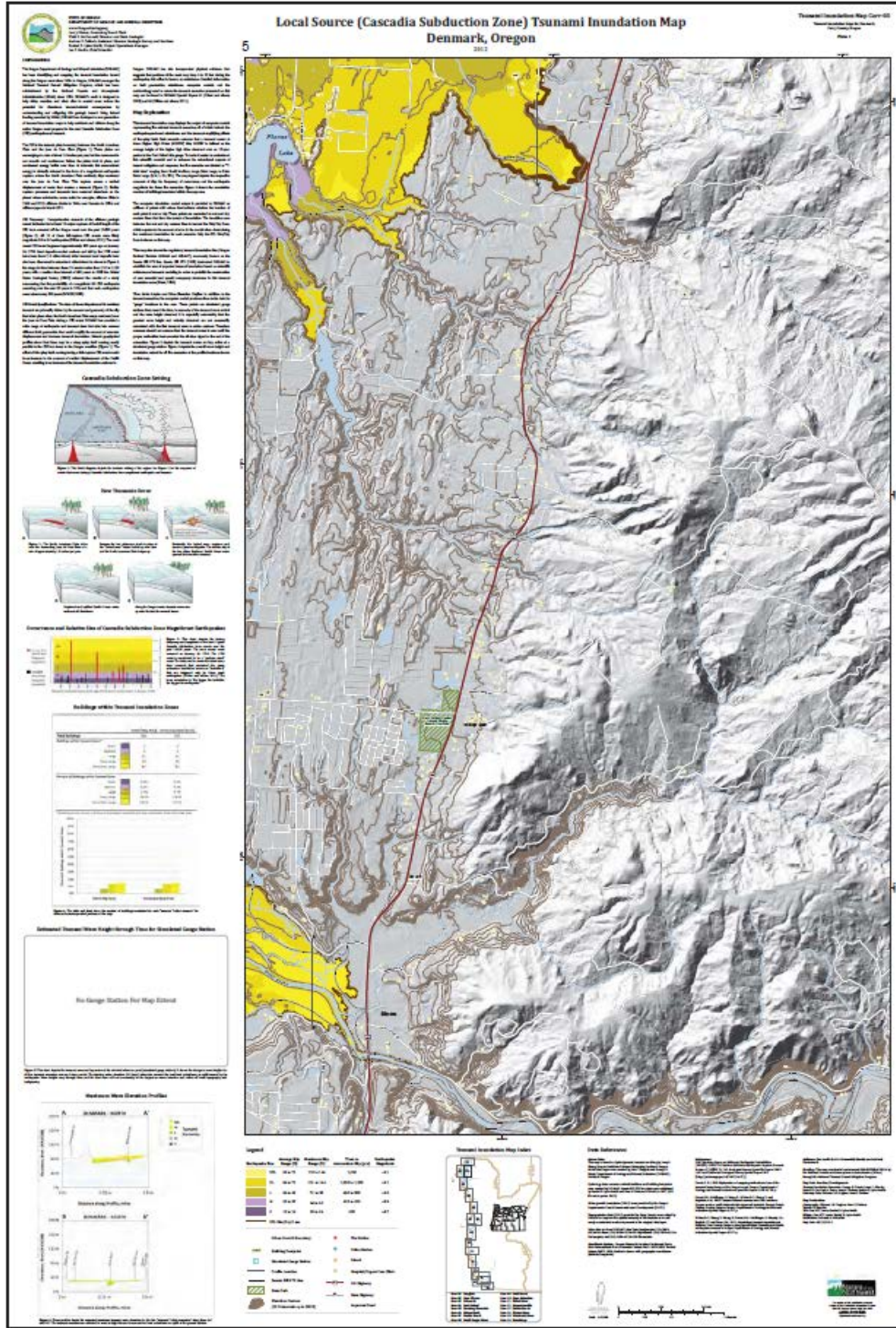
# Curry County Tsunami Hazards Map



# Curry County Tsunami Hazards Map

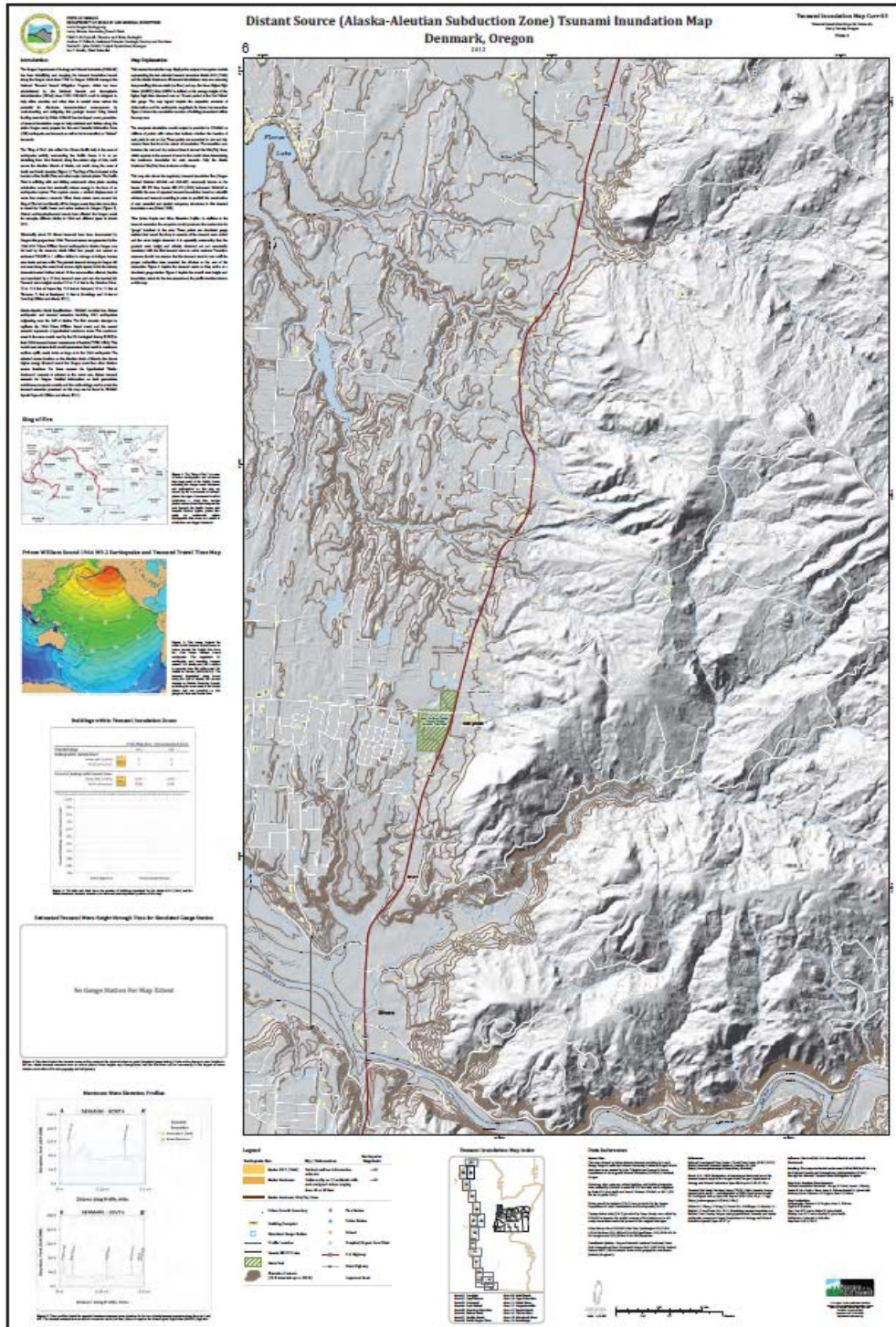


# Curry County Tsunami Hazards Map

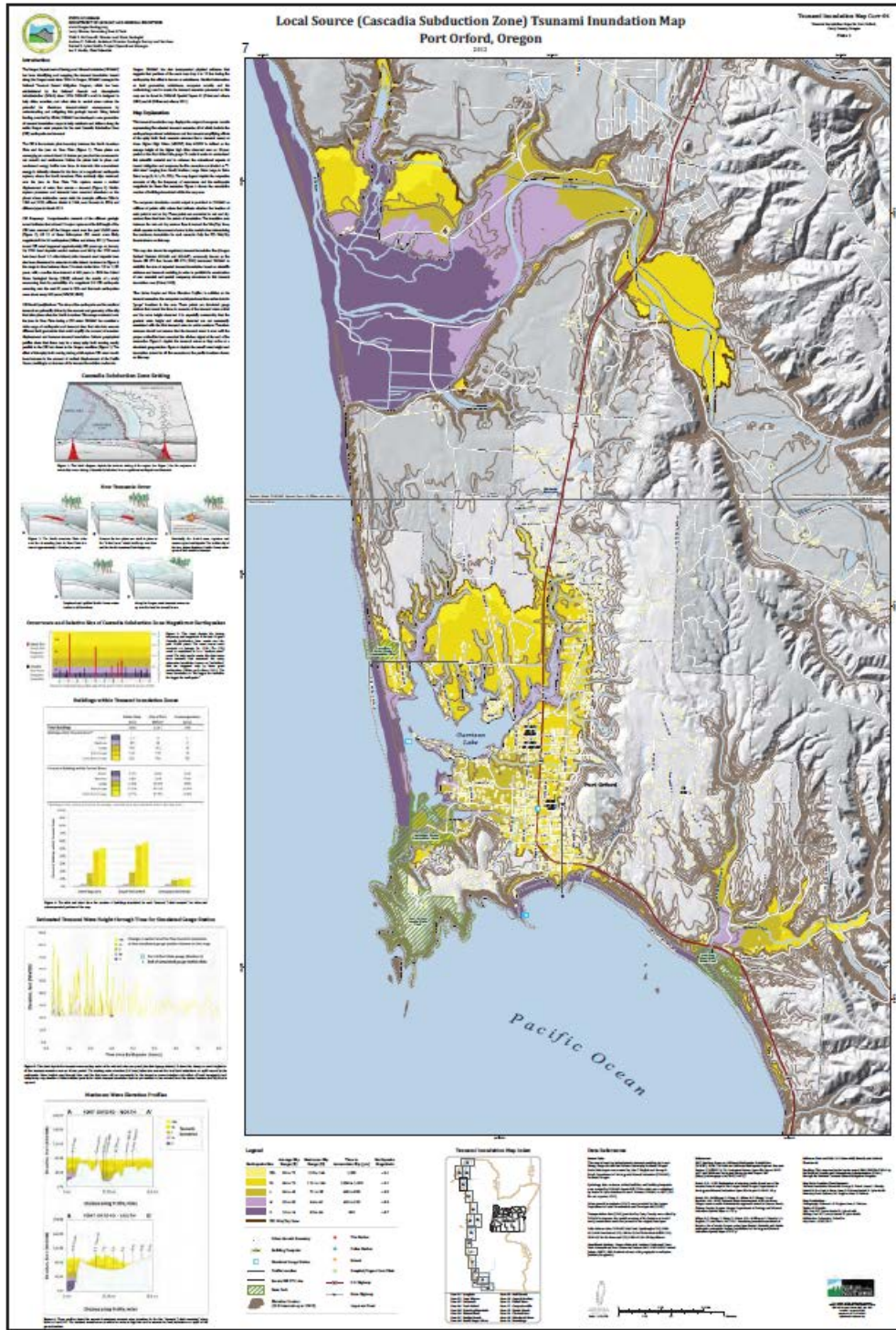




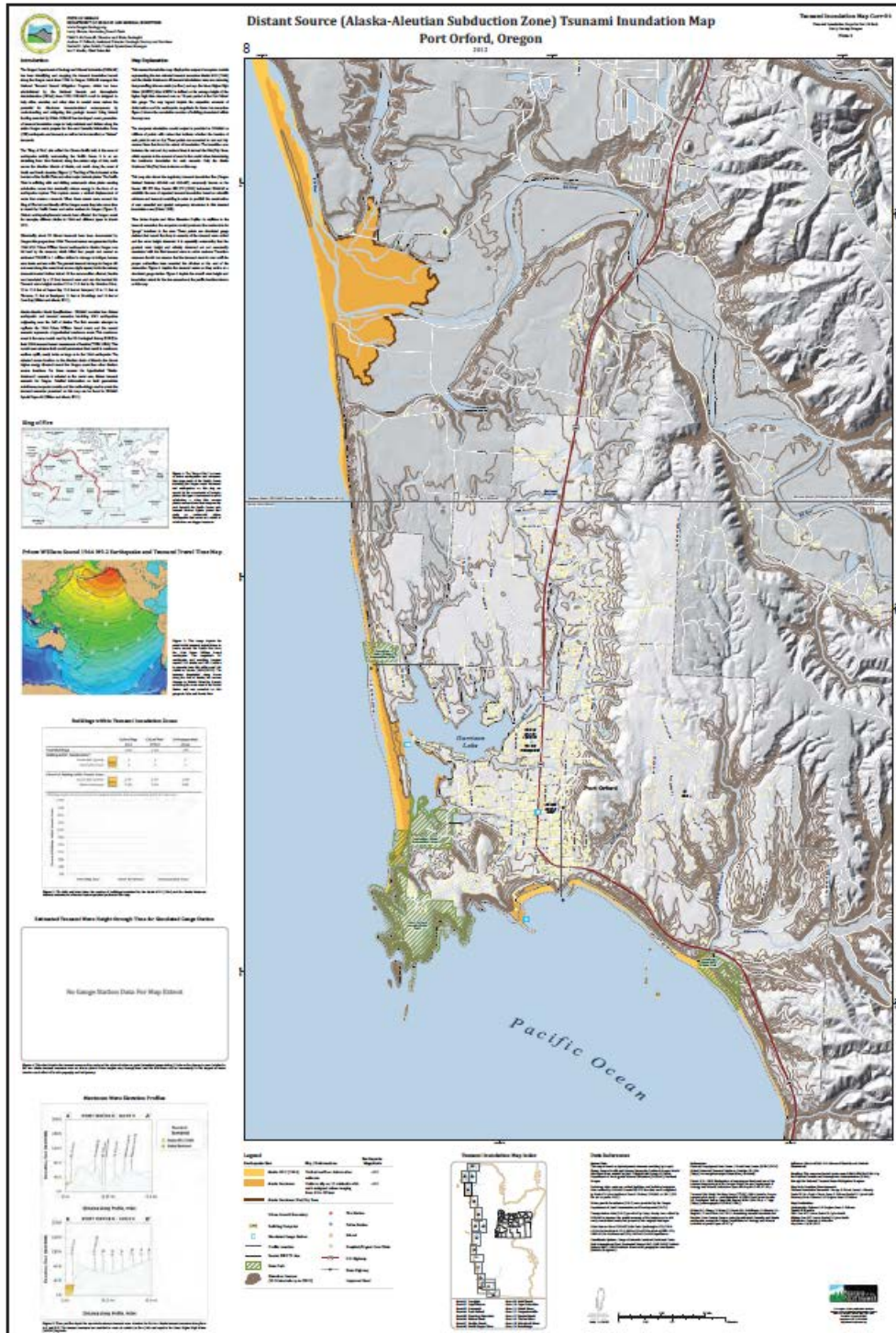
# Curry County Tsunami Hazards Map



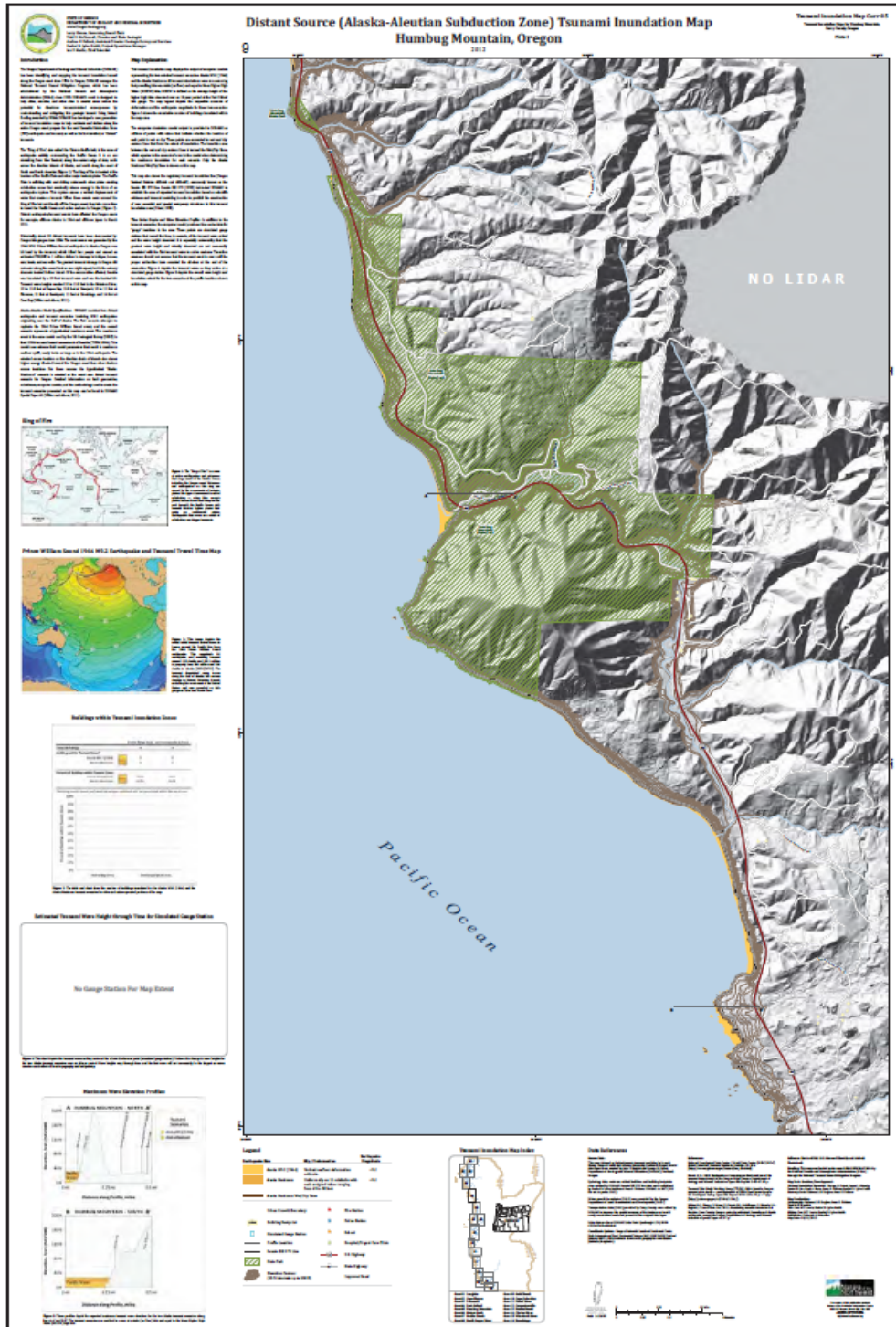
# Curry County Tsunami Hazards Map



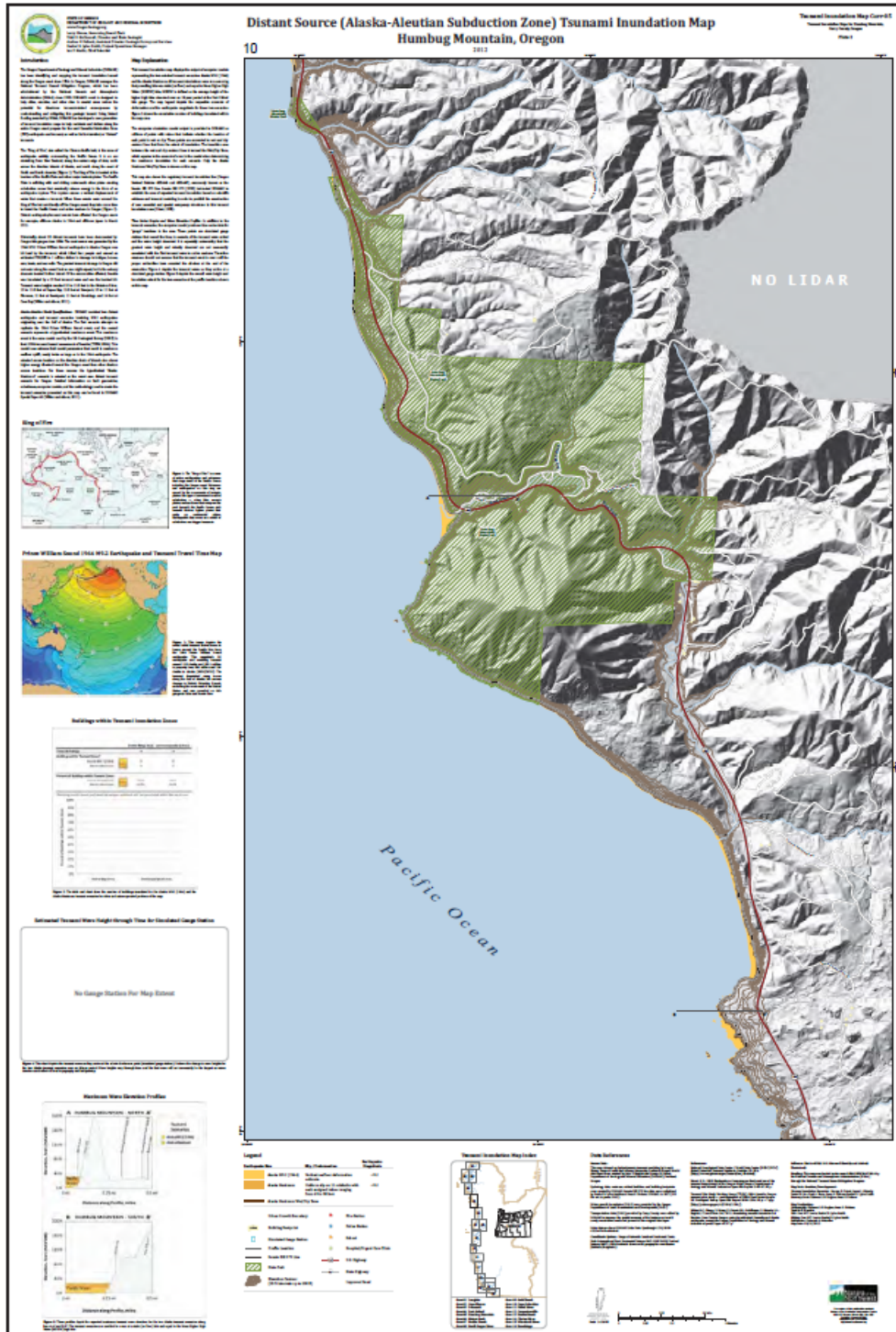
# Curry County Tsunami Hazards Map



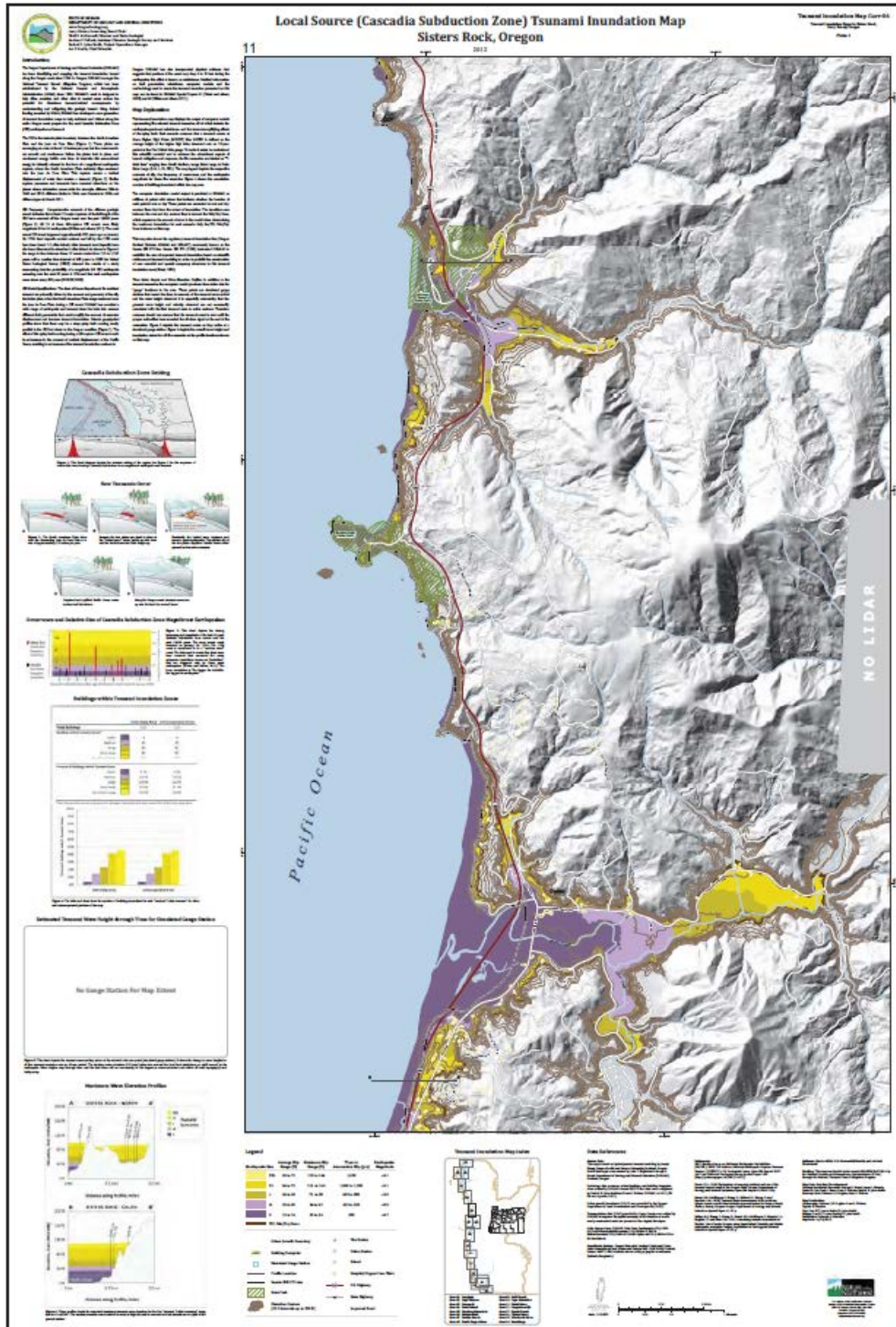
# Curry County Tsunami Hazards Map



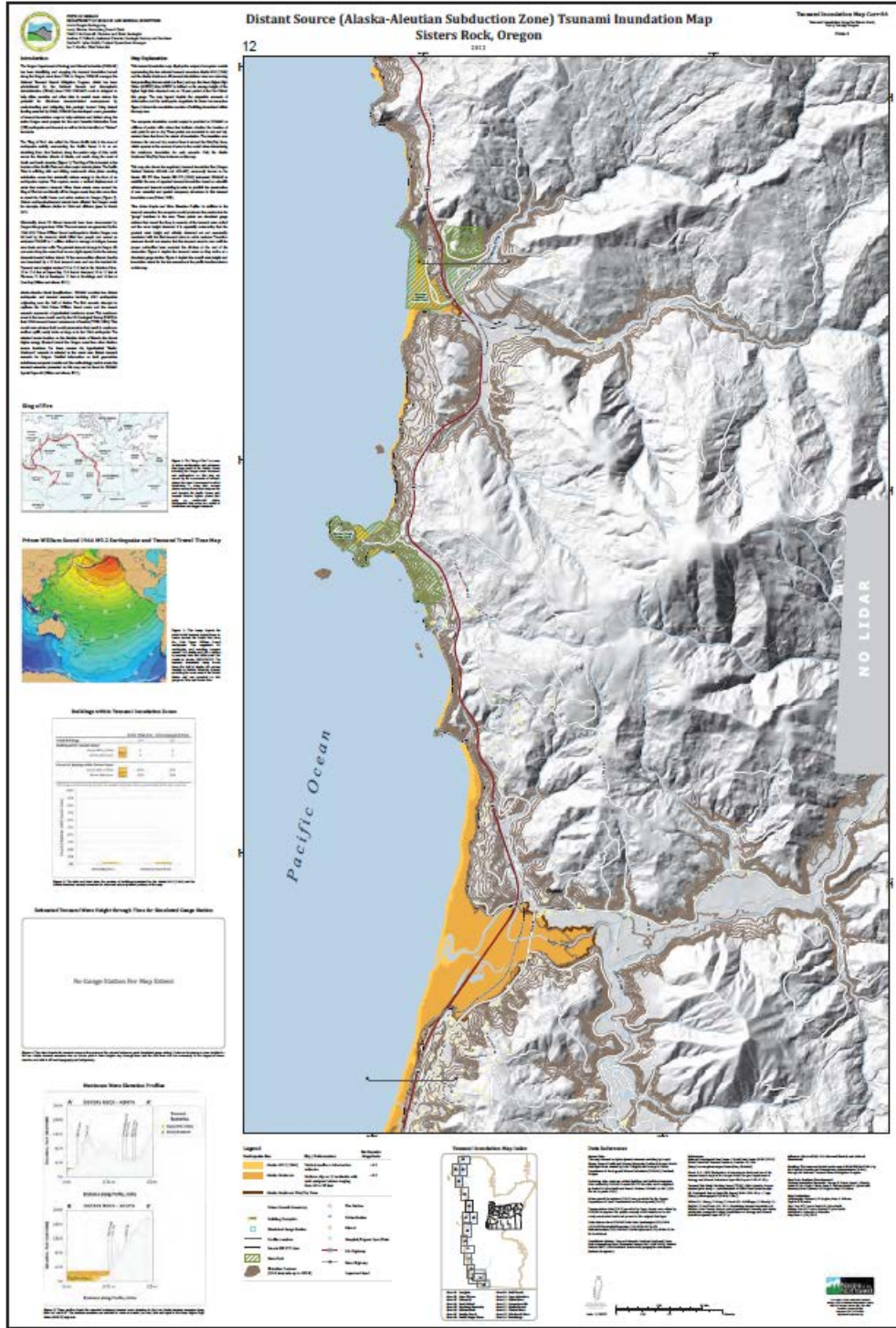
# Curry County Tsunami Hazards Map



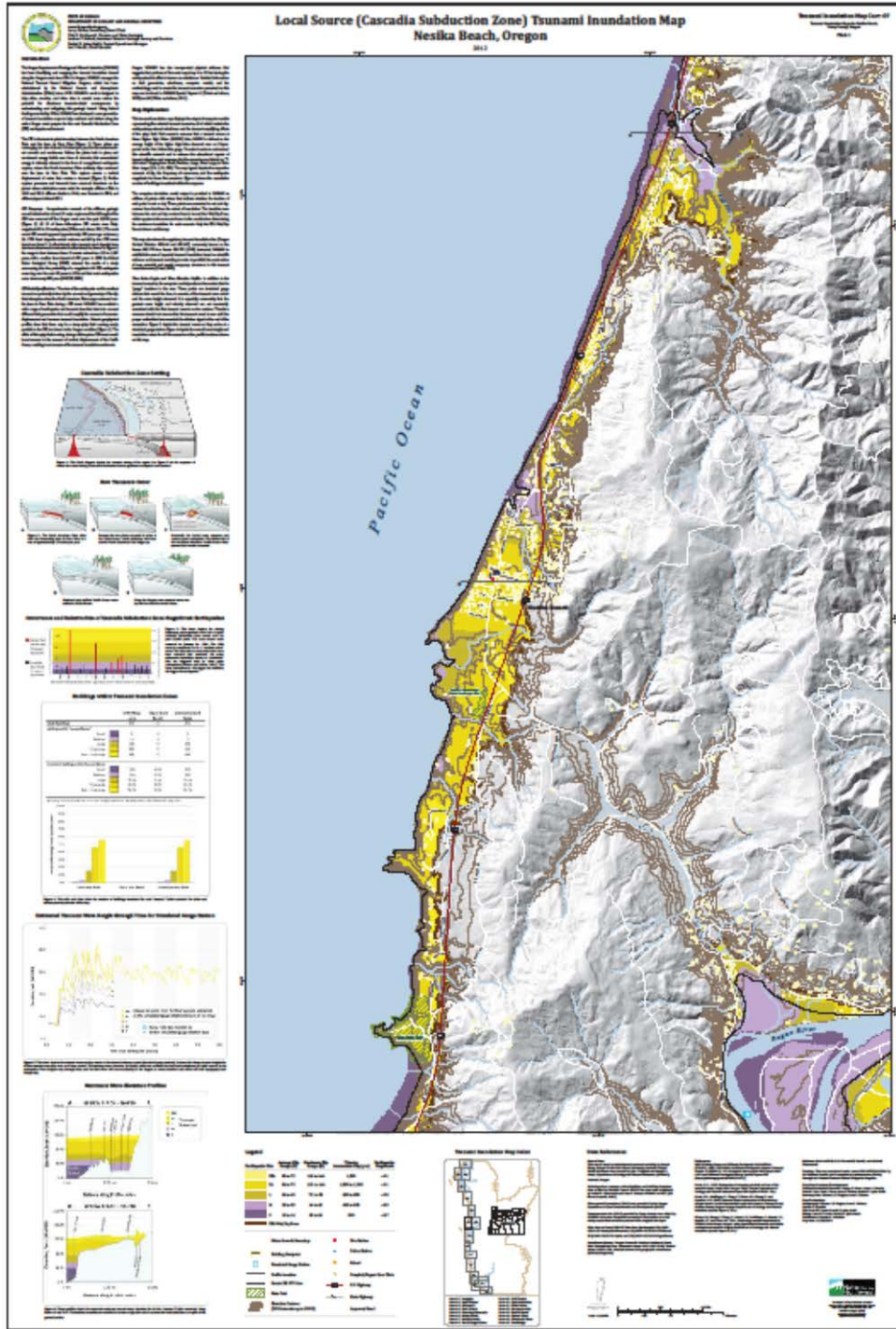
# Curry County Tsunami Hazards Map



# Curry County Tsunami Hazards Map

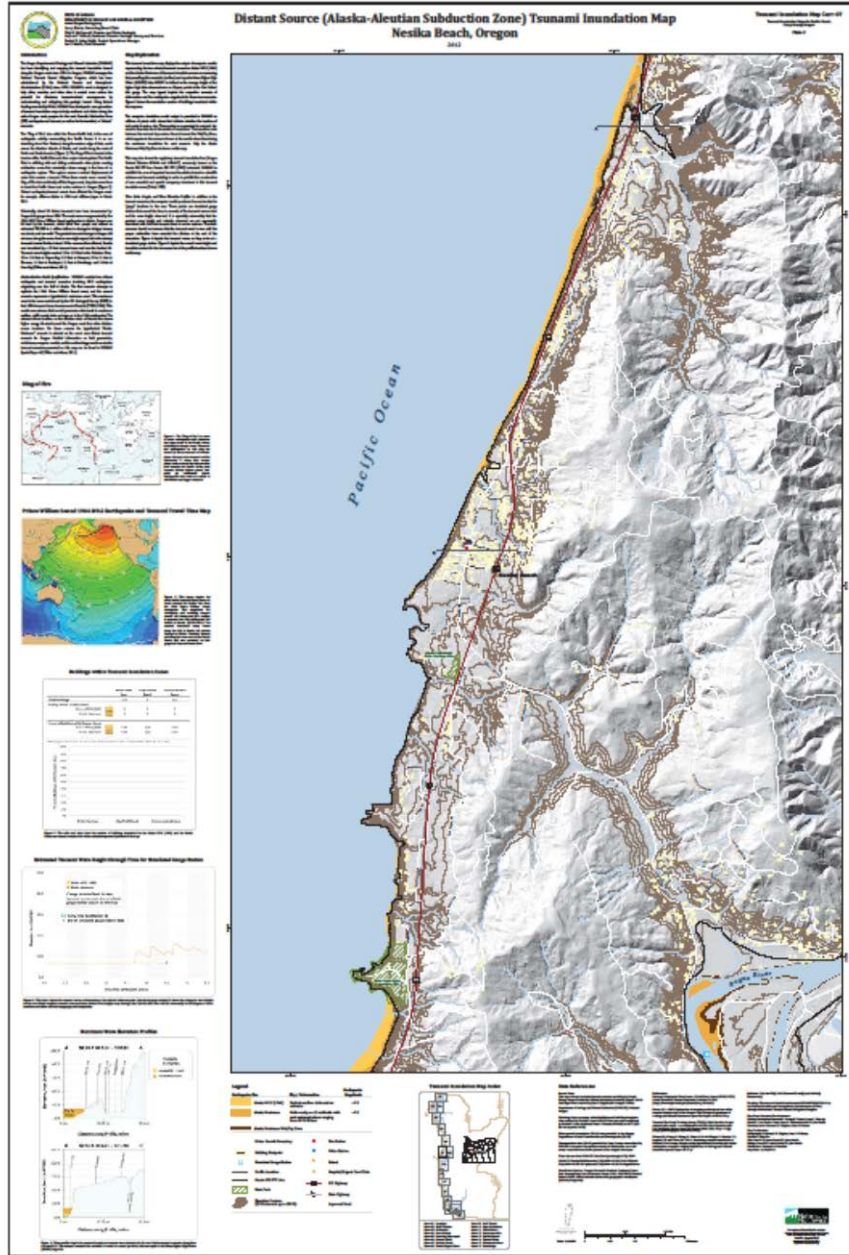


# Curry County Tsunami Hazards Map

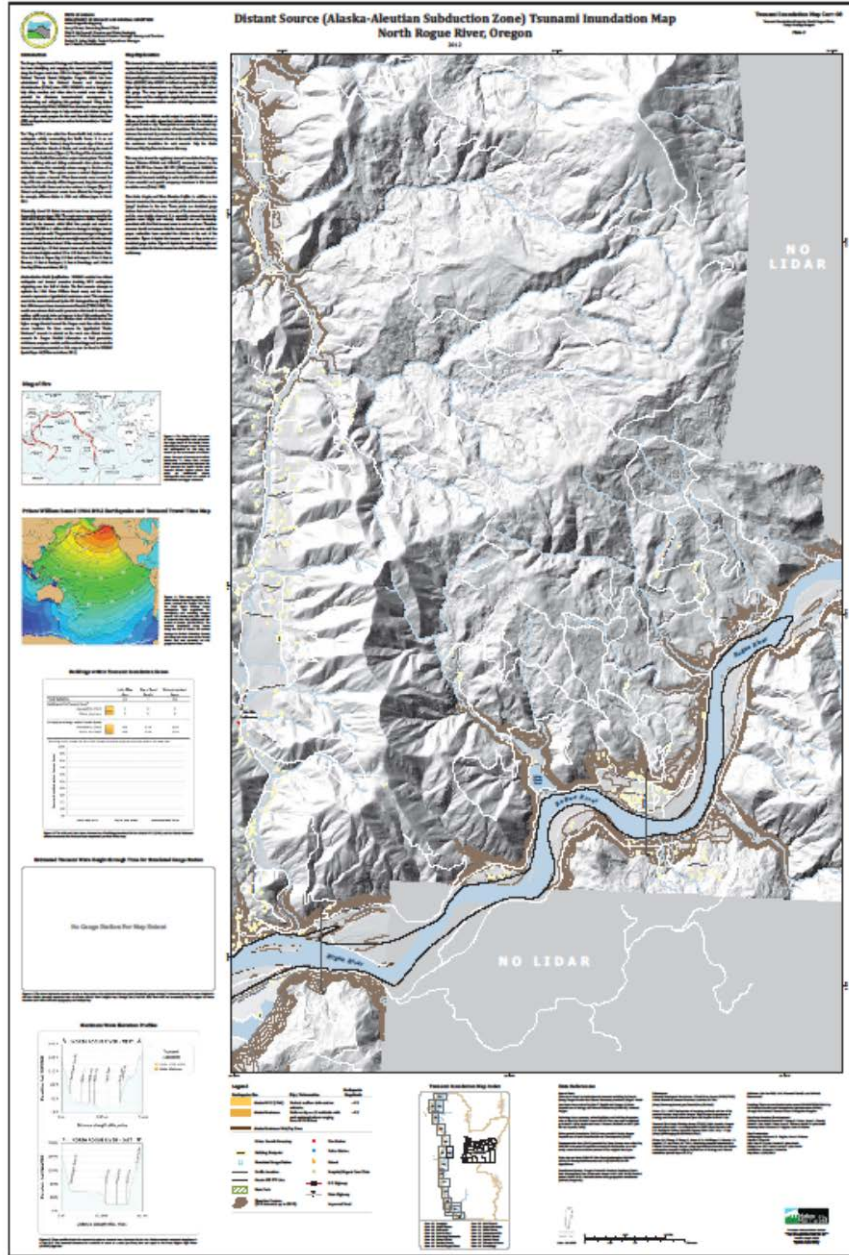




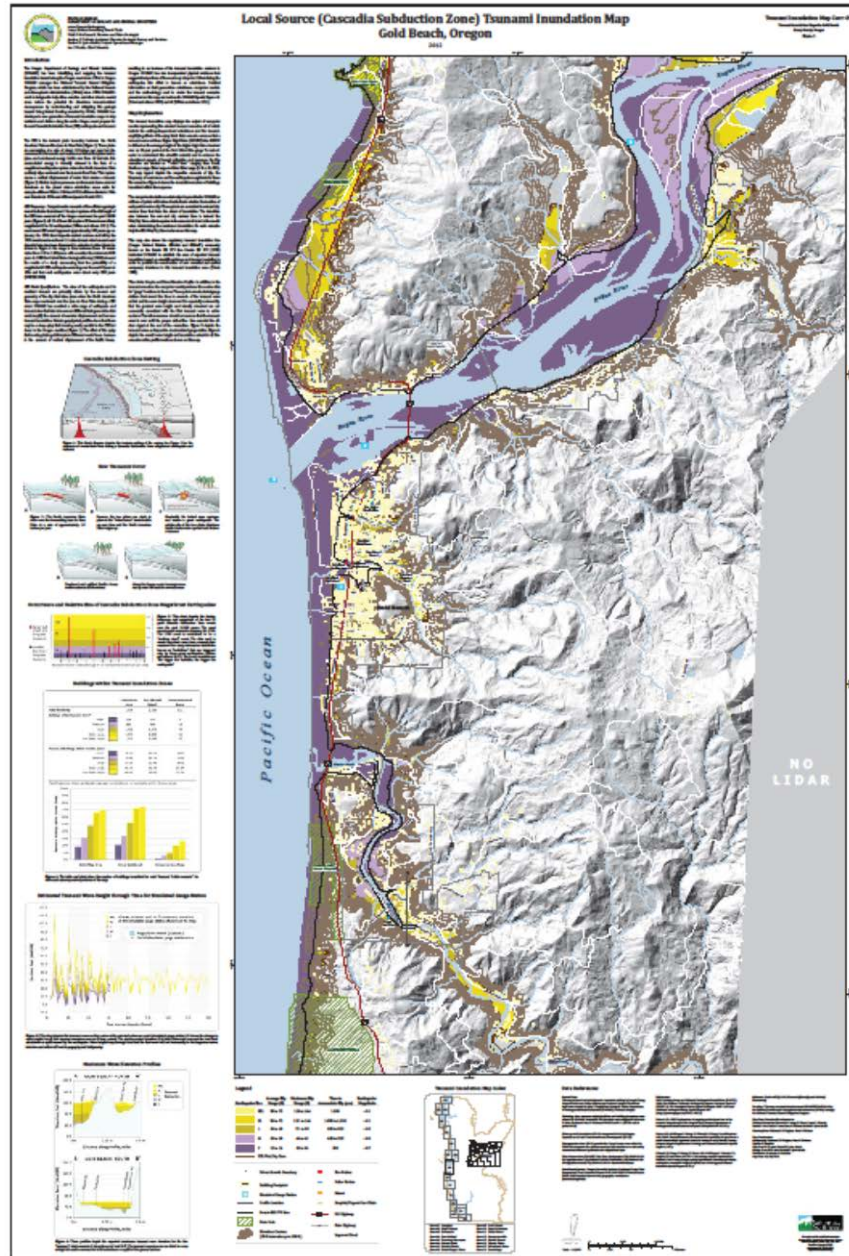
# Curry County Tsunami Hazards Map



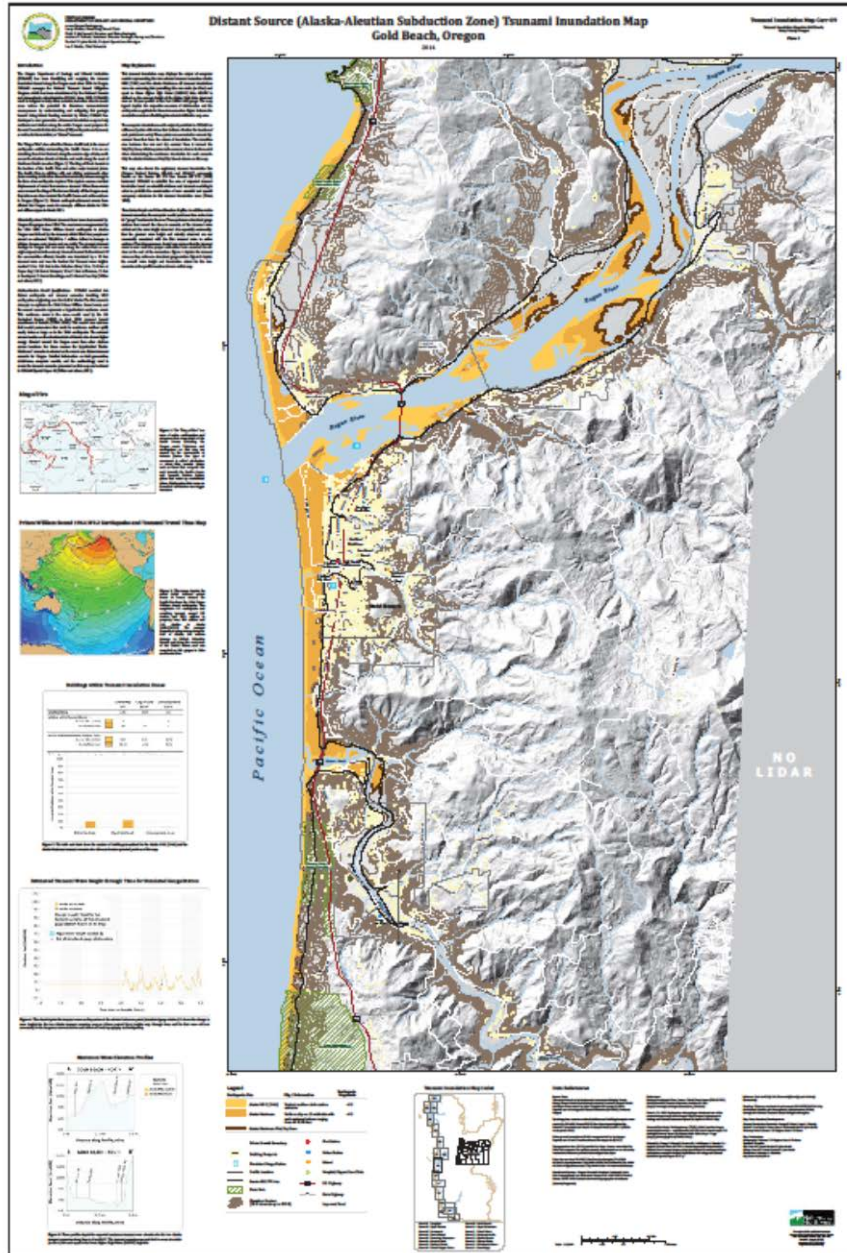
# Curry County Tsunami Hazards Map



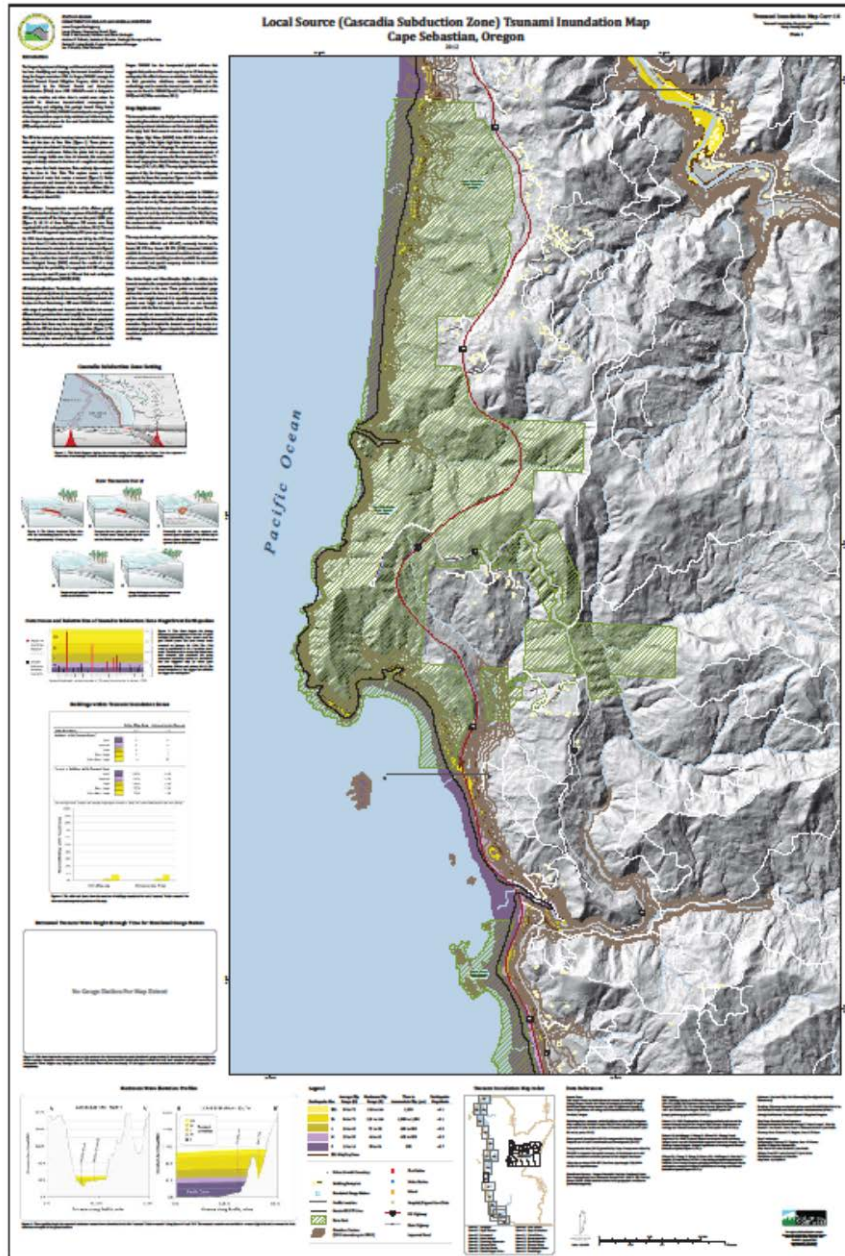
# Curry County Tsunami Hazards Map



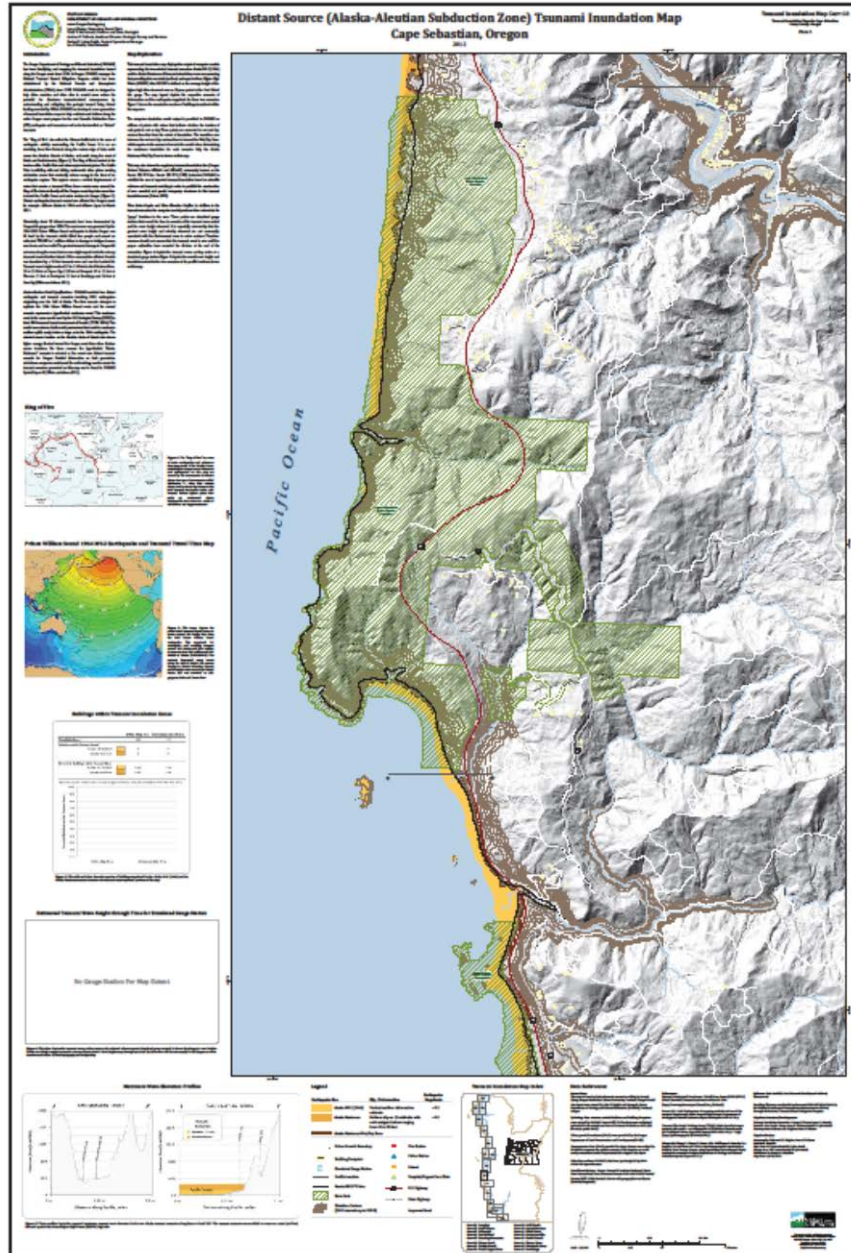
# Curry County Tsunami Hazards Map



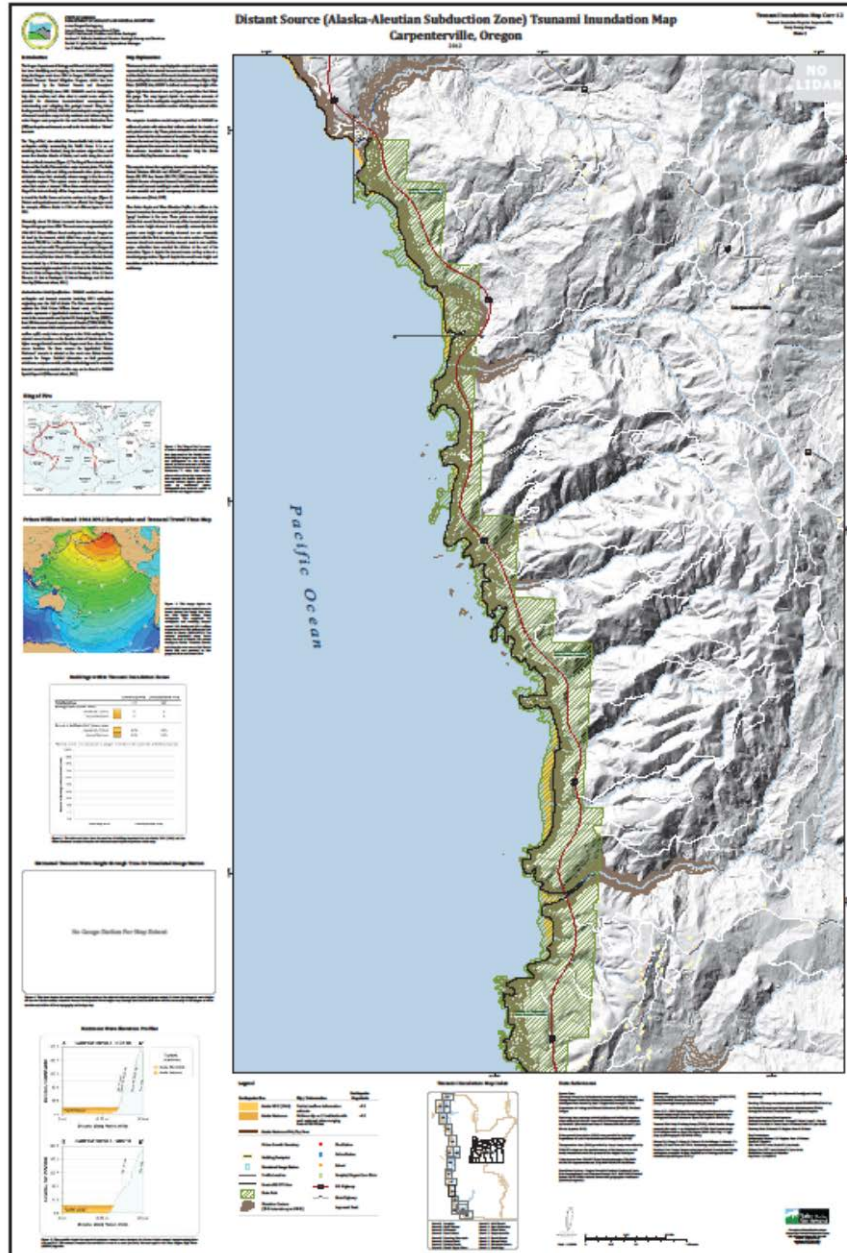
# Curry County Tsunami Hazards Map



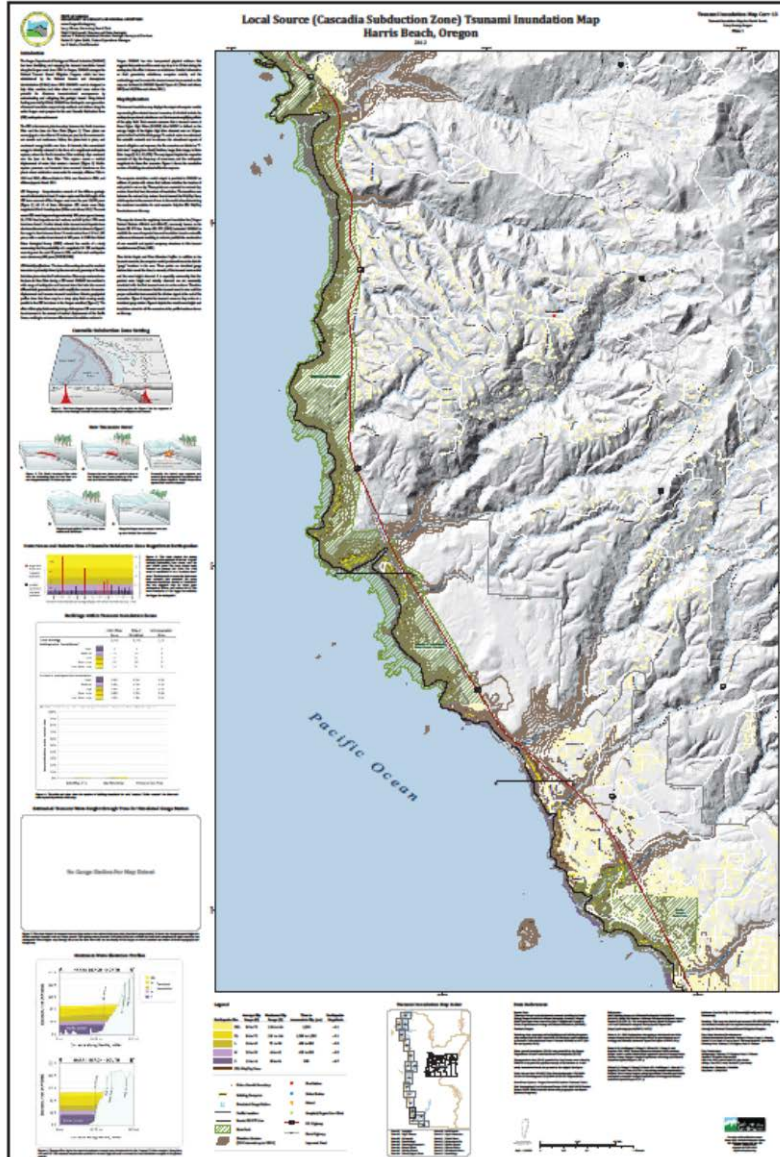
# Curry County Tsunami Hazards Map



# Curry County Tsunami Hazards Map

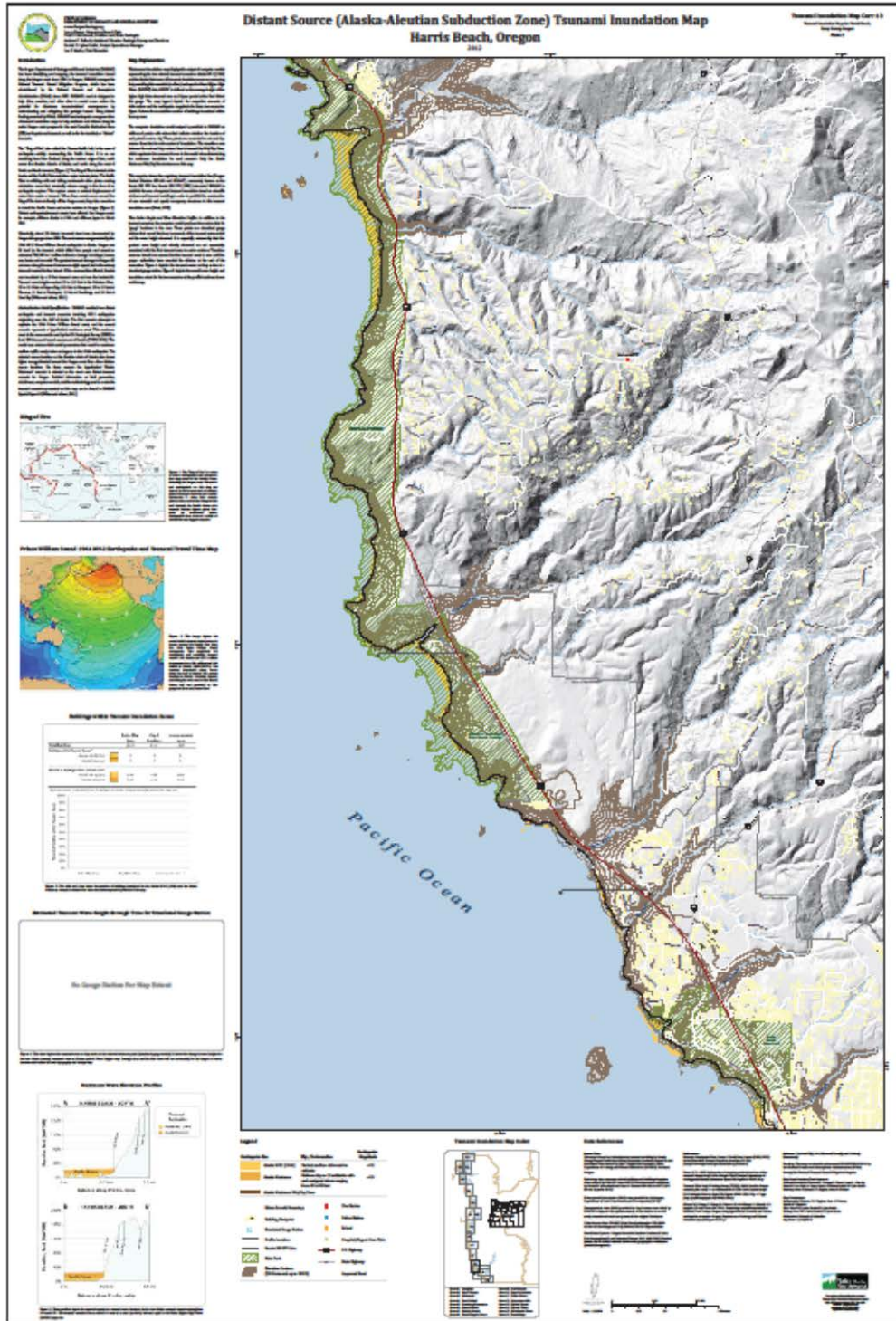


# Curry County Tsunami Hazards Map

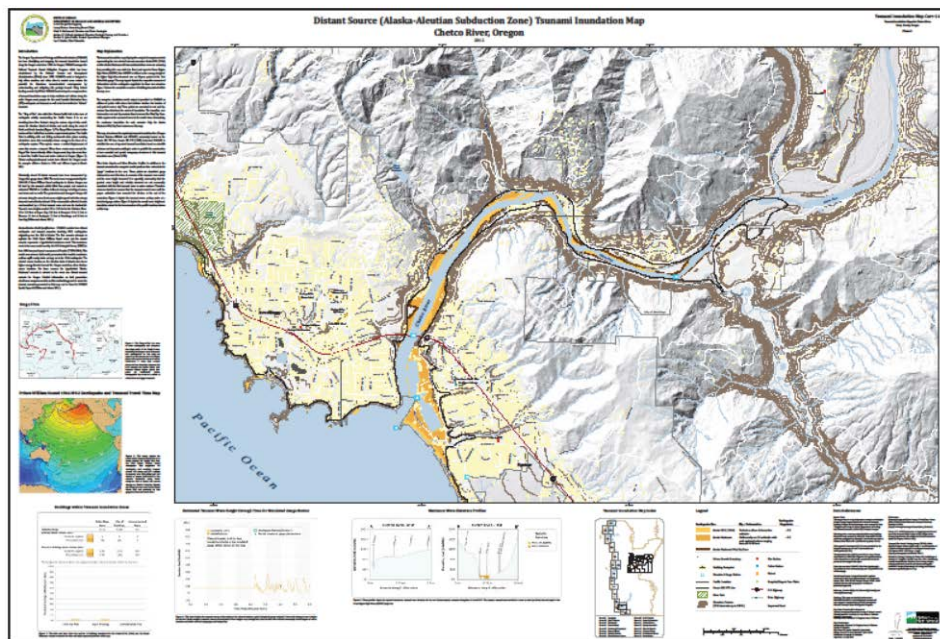
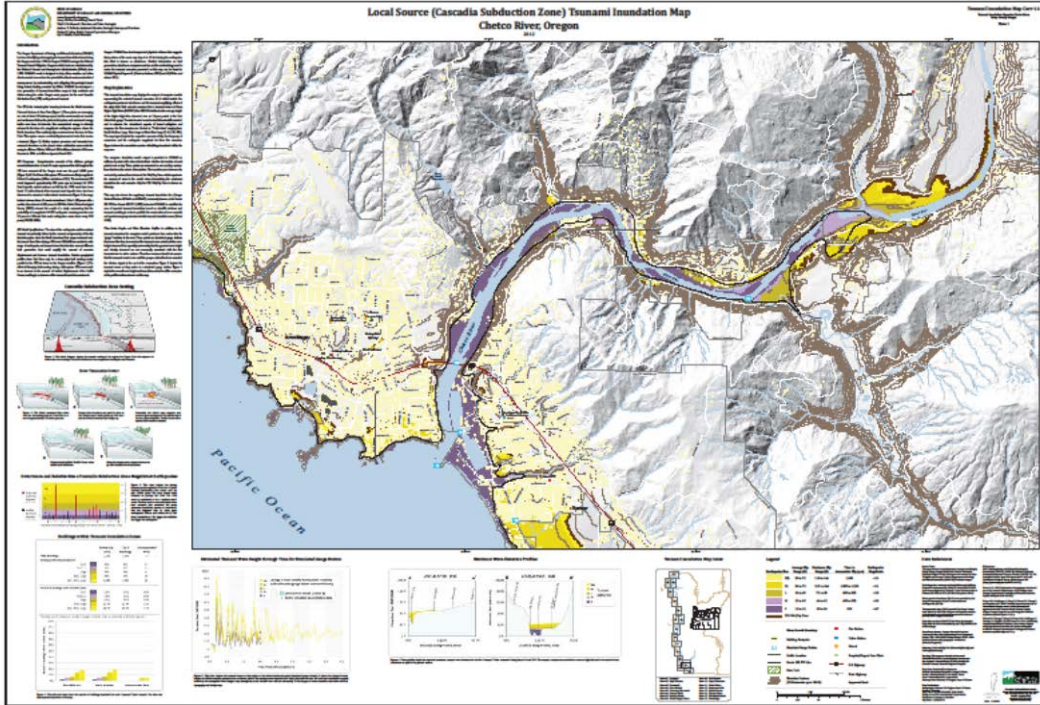




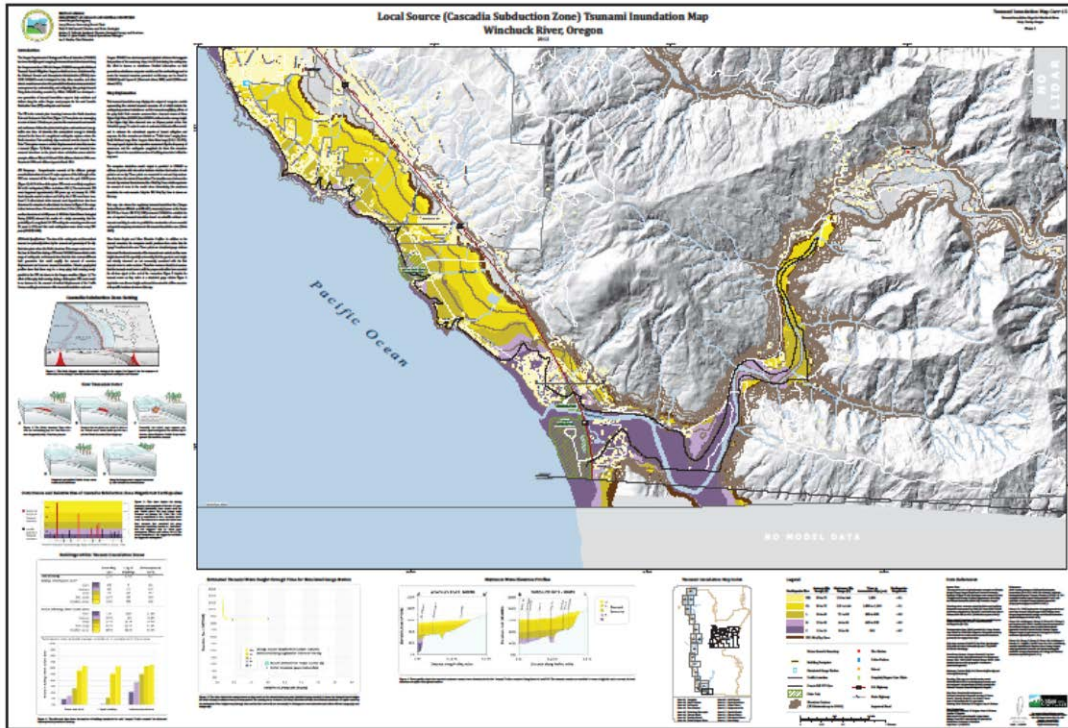
# Curry County Tsunami Hazards Map

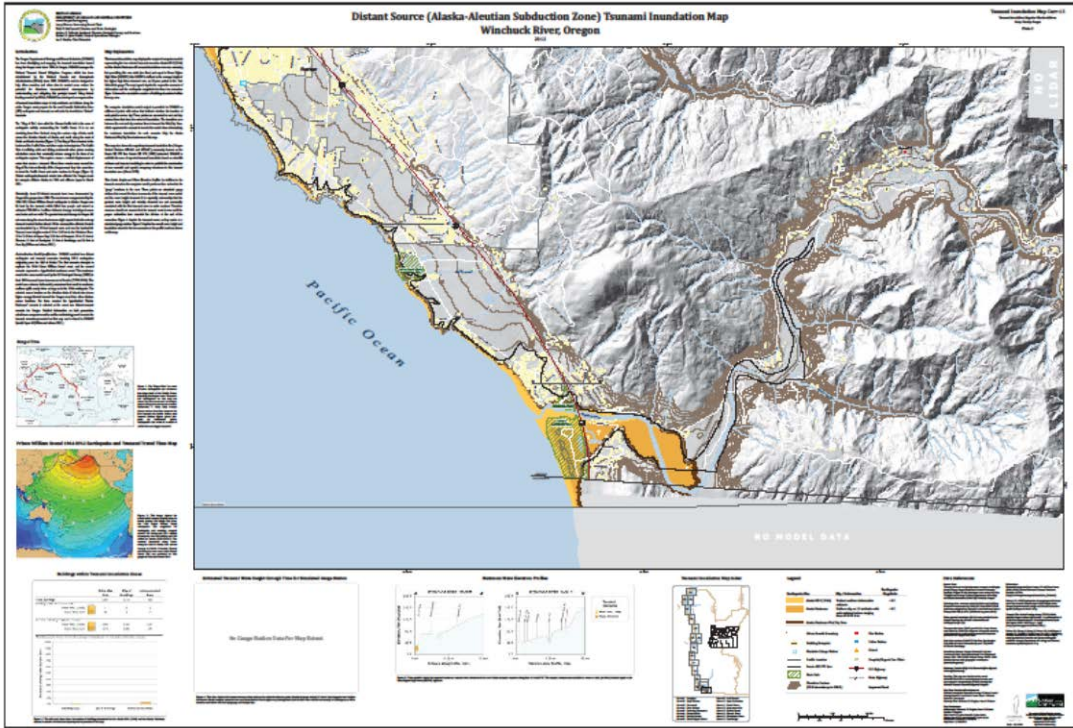


# Curry County Tsunami Hazards Map



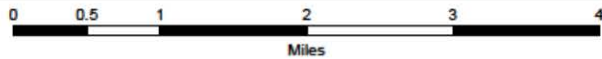
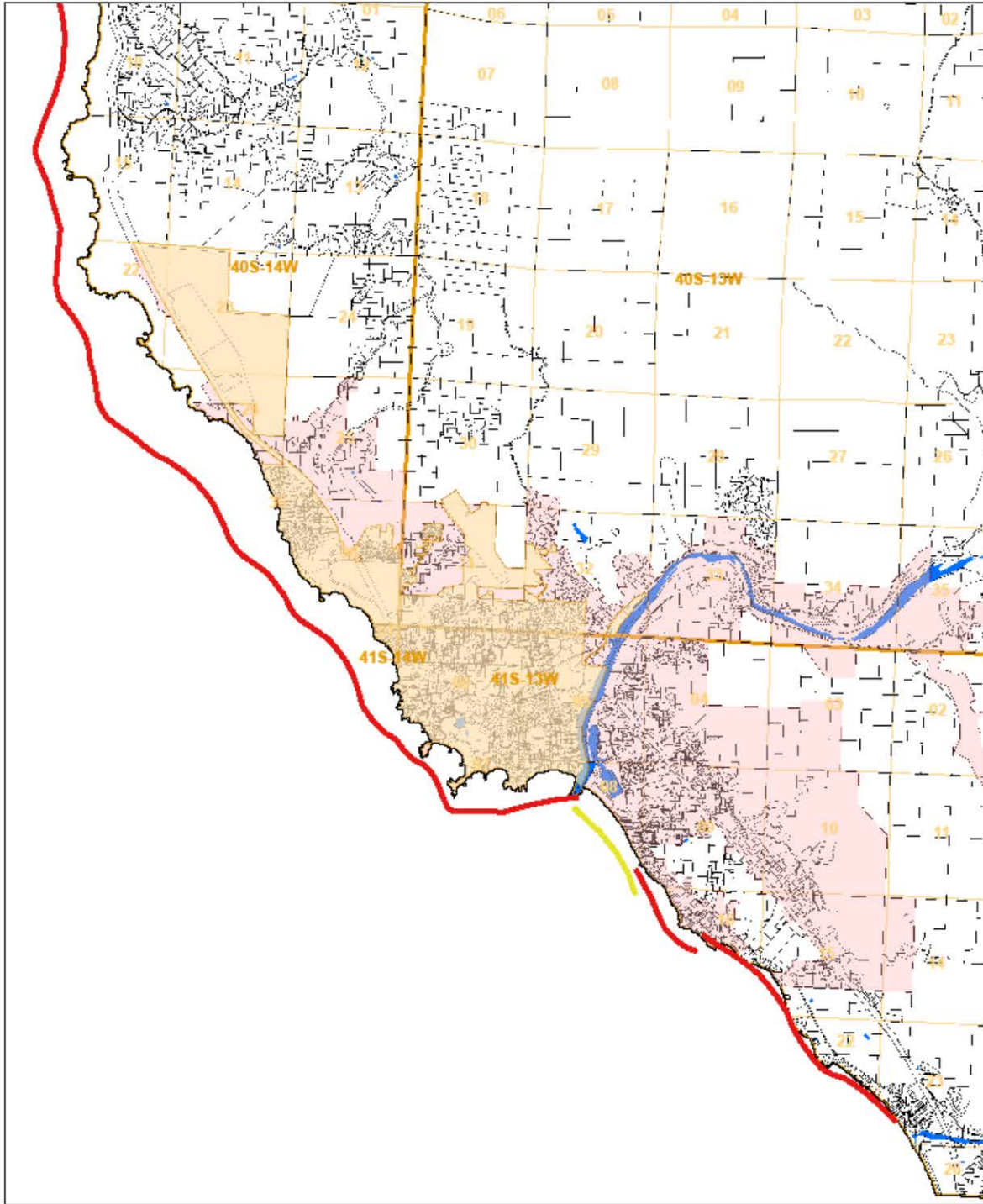
# Curry County Tsunami Hazards Map







# Curry County Coastal Erosion Hazard Map



- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
- City Limits
- Urban Growth Boundaries
- Tax lots
- + Township and Section Lines
- Lakes and Rivers

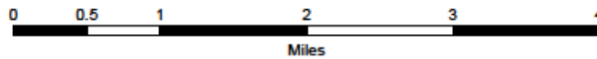
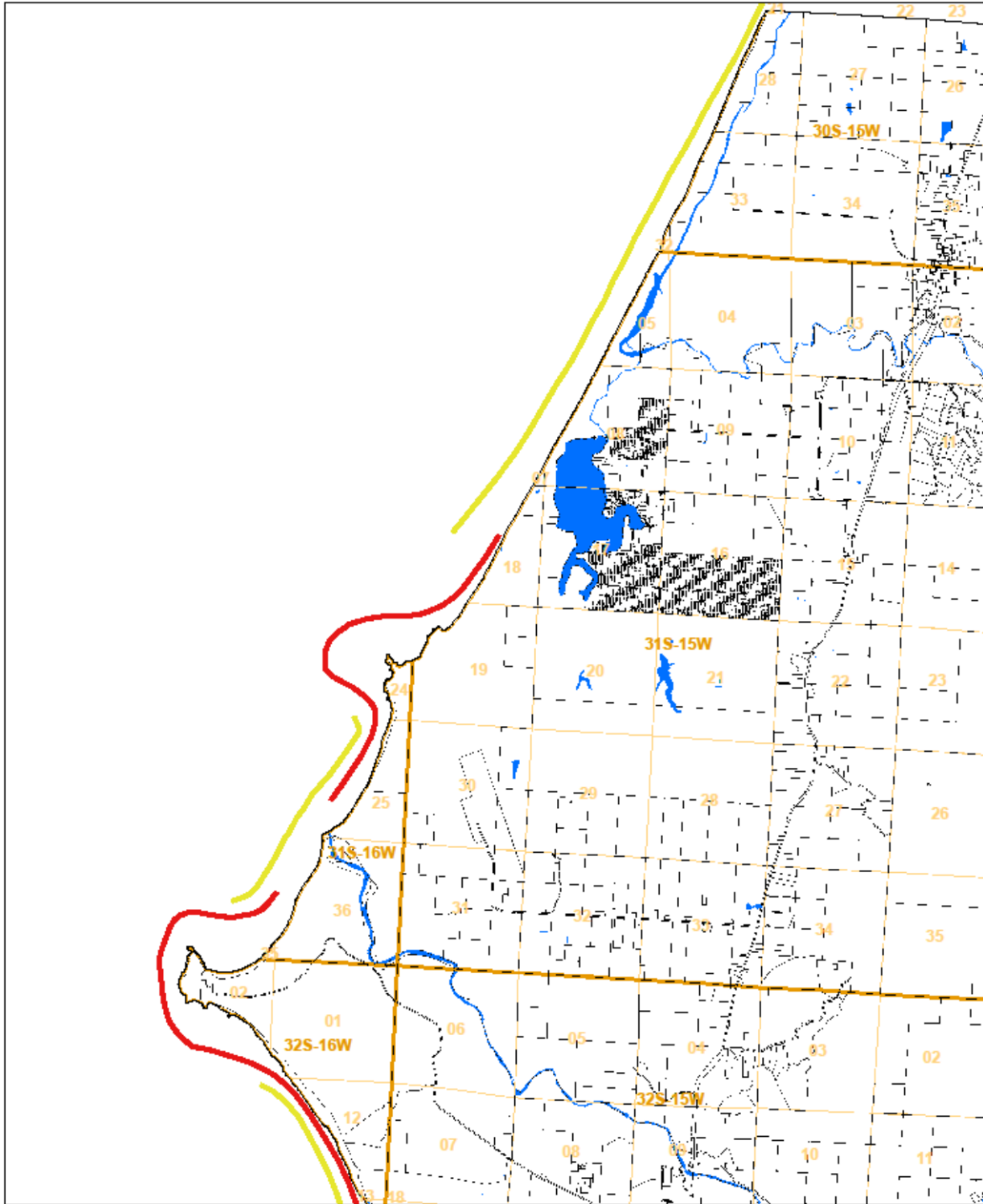


**Oregon**  
 Dept. of Land Conservation & Development  
 Coastal Management Program  
 DLCD GIS (rd), 06/21/2016 ESKL ArcMap v.10.3.1

Data source: Hazard lines - DOGAMI Bulletin 90, 1976;  
 City limits, UGBs, Tax lots - DAS-GEO, 2015;  
 PLSS, Hydro - BLM, 2016  
 Projection: Oregon Lambert NAD 83 (EPSG:2992)

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

# Curry County Coastal Erosion Hazard Map



- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
- City Limits
- Urban Growth Boundaries
- Tax lots
- + Township and Section Lines
- Lakes and Rivers

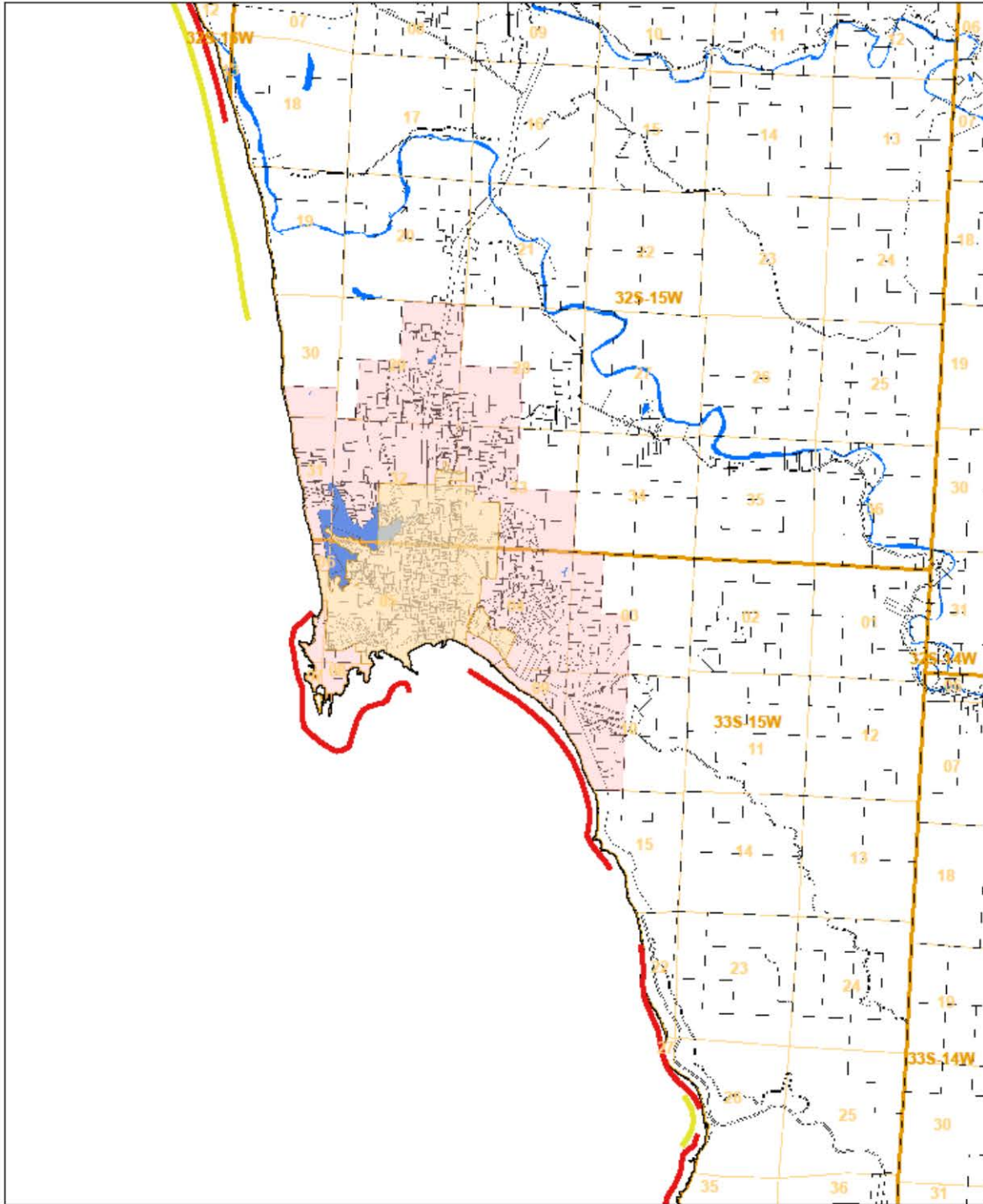


**Oregon**  
 Dept. of Land Conservation & Development  
 Coastal Management Program  
 DLCD GIS (rd), 06/21/2016 ESRI ArcMap v.10.3.1

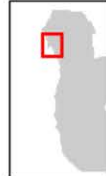
Data sources: Hazard lines - DOGAMI Bulletin 90, 1976;  
 City limits, UGBs, Tax lots - DAS-GEO, 2015;  
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# Curry County Coastal Erosion Hazard Map



- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
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- Lakes and Rivers



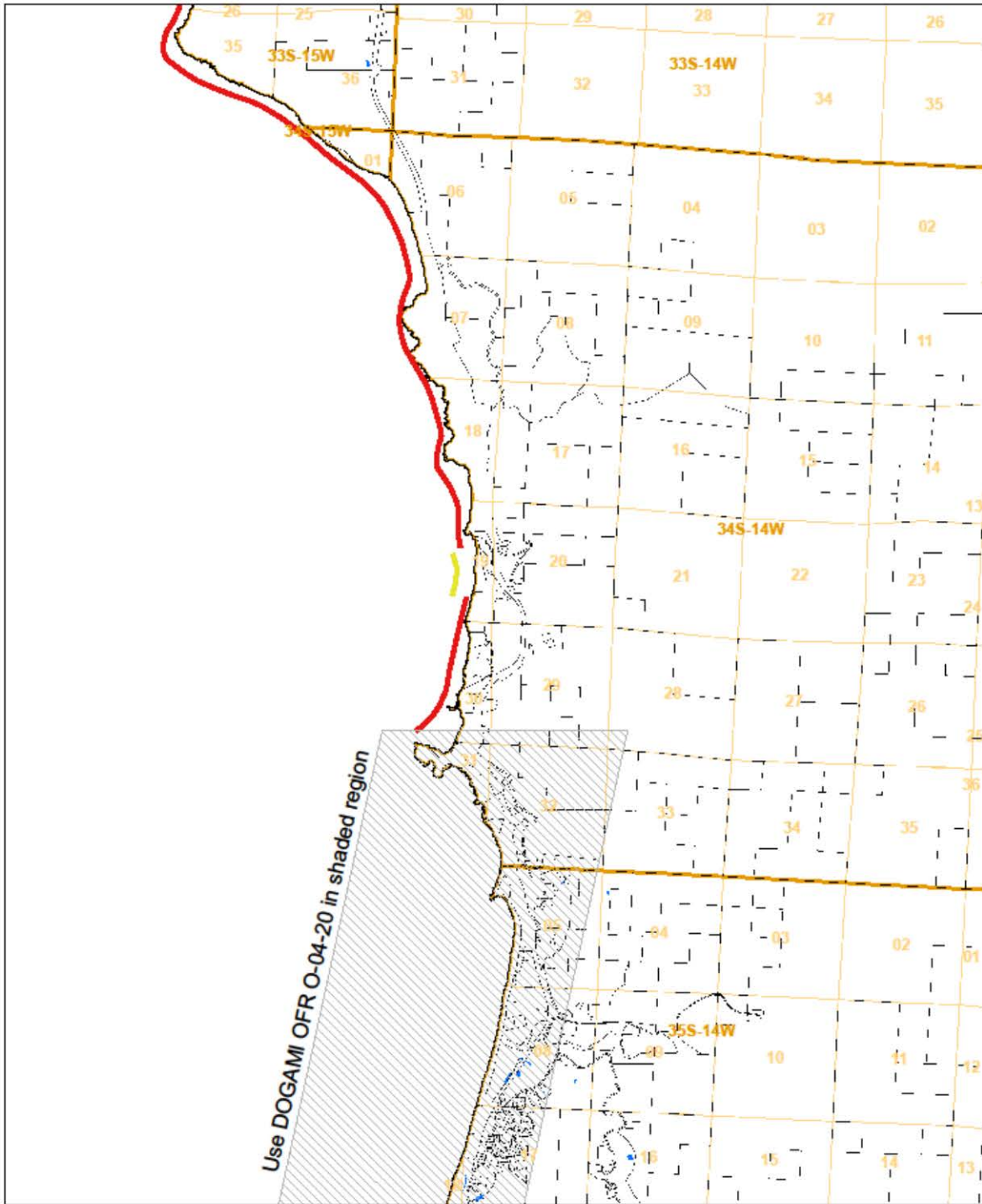
**Oregon**  
 Dept. of Land Conservation & Development  
 Coastal Management Program  
 DLCD GIS (rd), 06/21/2016 ESKL ArcMap v.10.3.1

Data sources: Hazard lines - DOGAMI Bulletin 90, 1976;  
 City limits, UGBs, Tax lots - DAS-GEO, 2015;  
 PLSS, Hydro - BLM, 2016  
 Projection: Oregon Lambert NAD 83 (EPSG#2992)

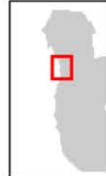
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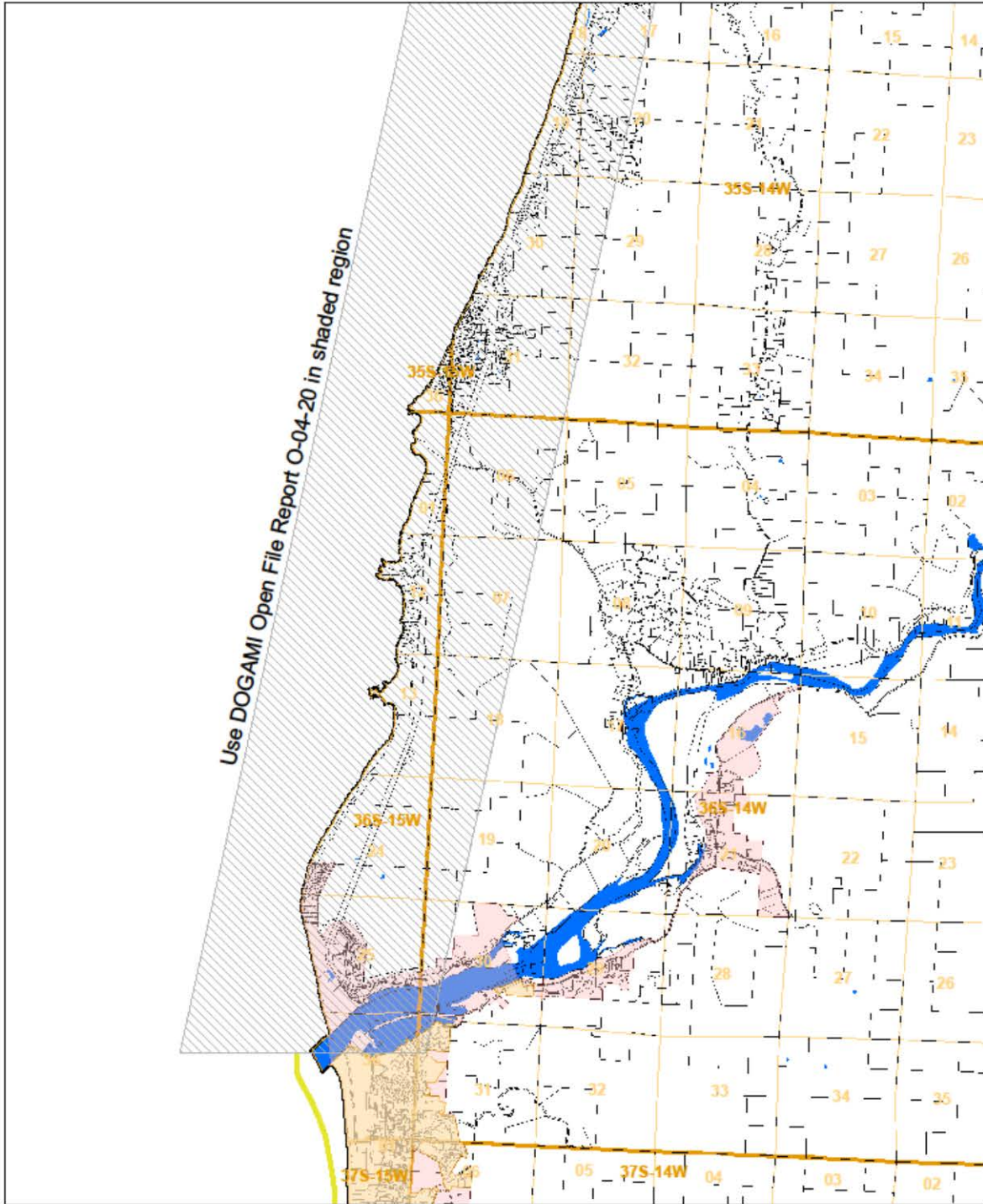
# Curry County Coastal Erosion Hazard Map



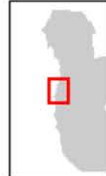
- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
- City Limits
- Urban Growth Boundaries
- Tax lots
- Township and Section Lines
- Lakes and Rivers



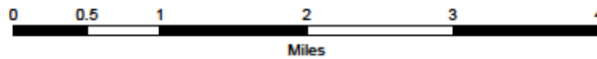
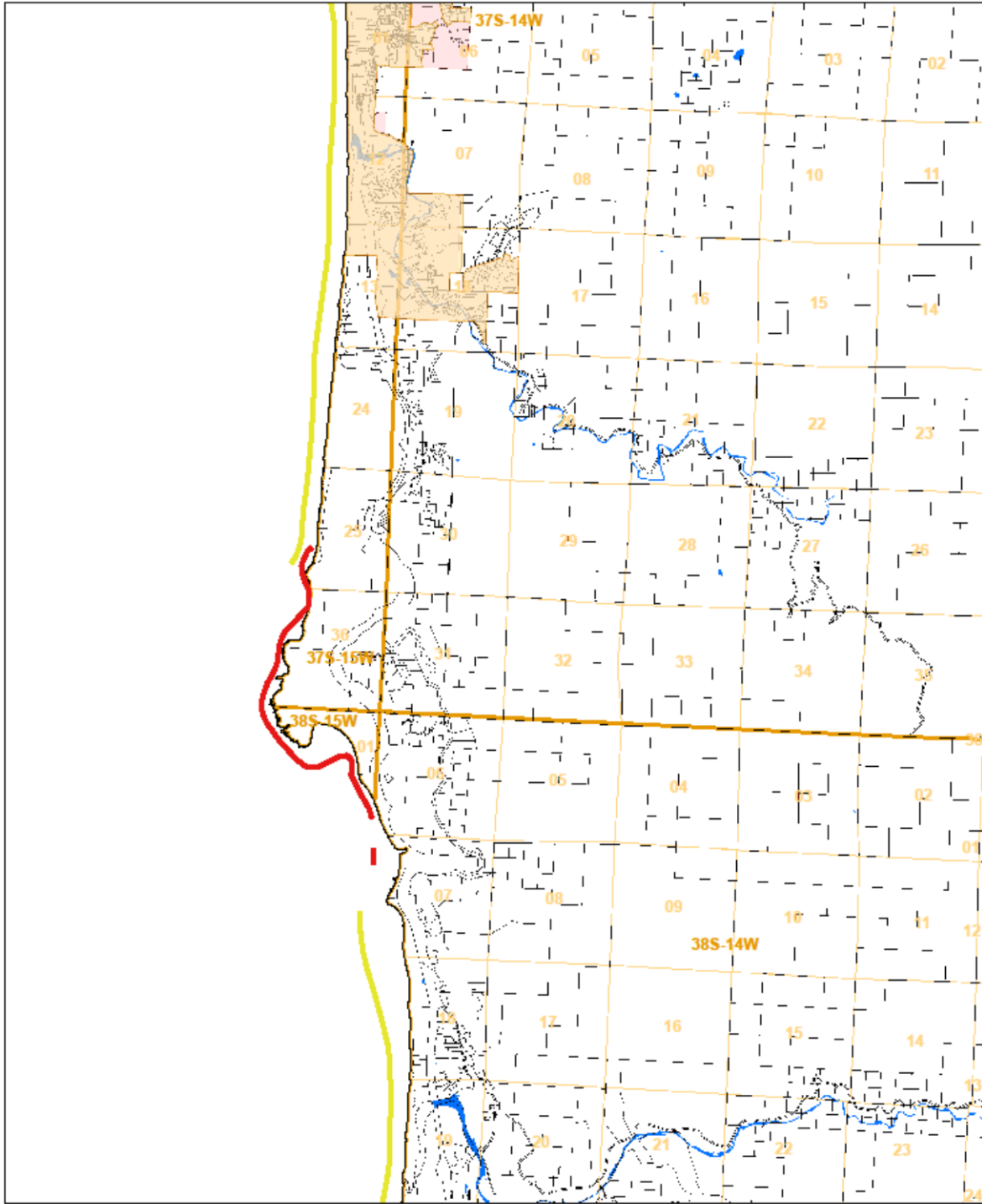
# Curry County Coastal Erosion Hazard Map





- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
- City Limits
- Urban Growth Boundaries
- Tax lots
- Township and Section Lines
- Lakes and Rivers





# Curry County Coastal Erosion Hazard Map








 Headland & Sea Cliff Erosion
 


 Potential Beach Erosion & Deposition

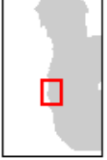
 City Limits
 

 Urban Growth Boundaries
 

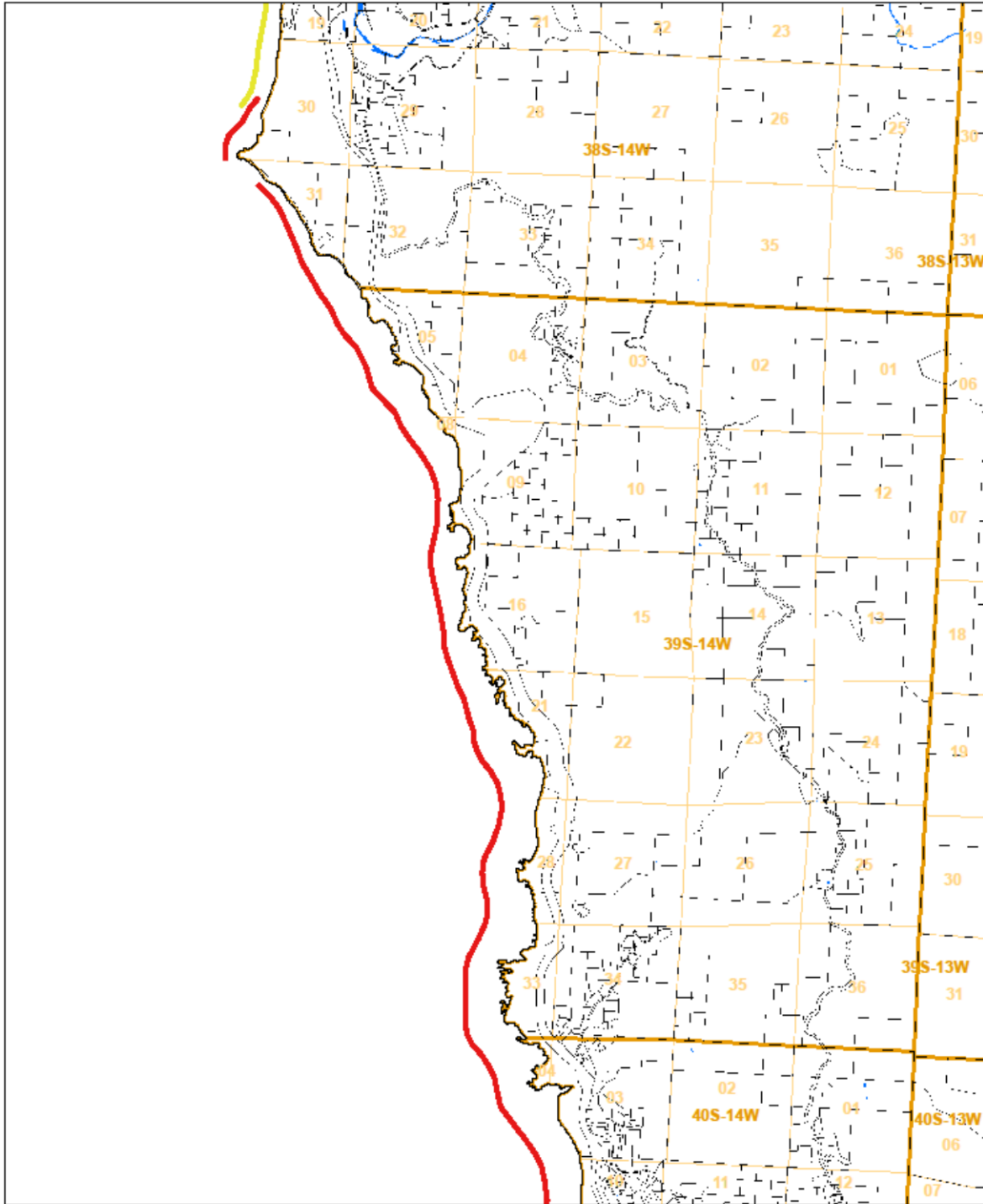
 Tax lots

 Township and Section Lines
 

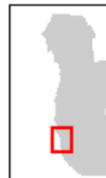
 Lakes and Rivers



# Curry County Coastal Erosion Hazard Map



- Headland & Sea Cliff Erosion
- Potential Beach Erosion & Deposition
- City Limits
- Urban Growth Boundaries
- Tax lots
- + Township and Section Lines
- Lakes and Rivers

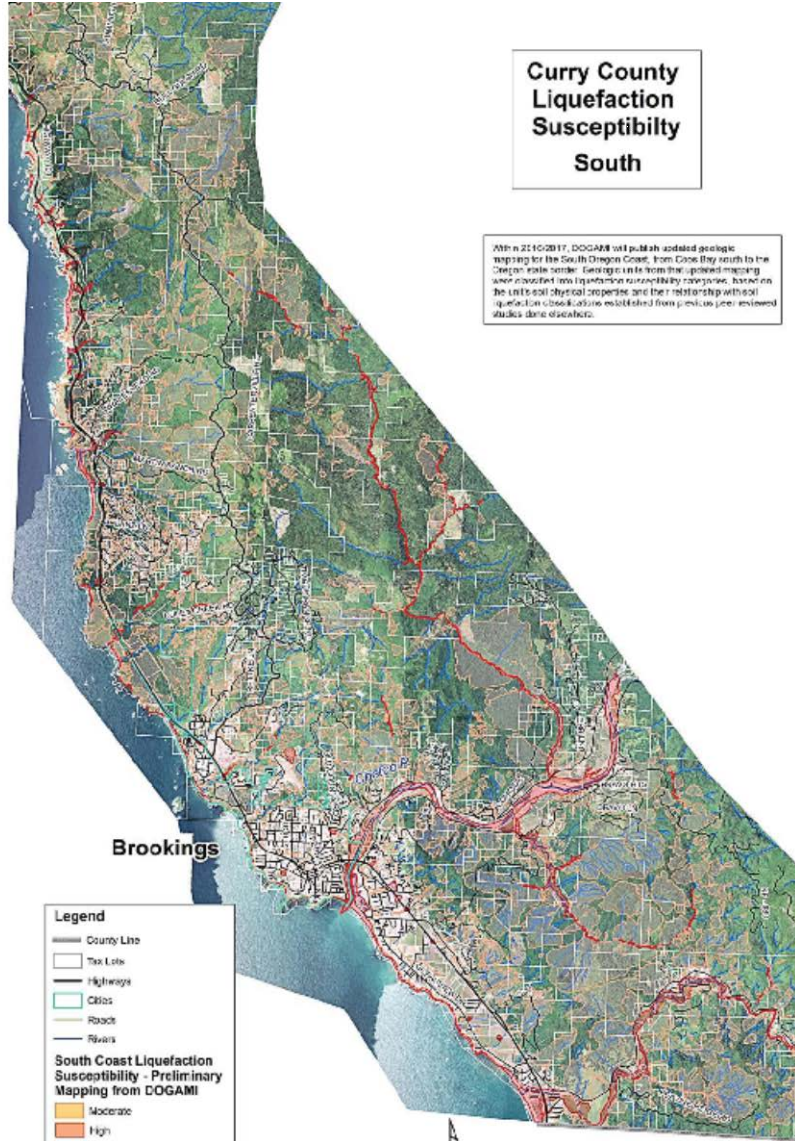


**Oregon**  
 Dept. of Land Conservation & Development  
 Coastal Management Program  
 DLCD GIS (rd), 06/21/2016 ESRI ArcMap v.10.3.1

Data sources: Hazard lines - DOGAMI Bulletin 90, 1976;  
 City limits, UGBs, Tax lots - DAS-GEO, 2015;  
 PLSS, Hydro - BLM, 2016  
 Projection: Oregon Lambert NAD 83 (EPSG#2992)

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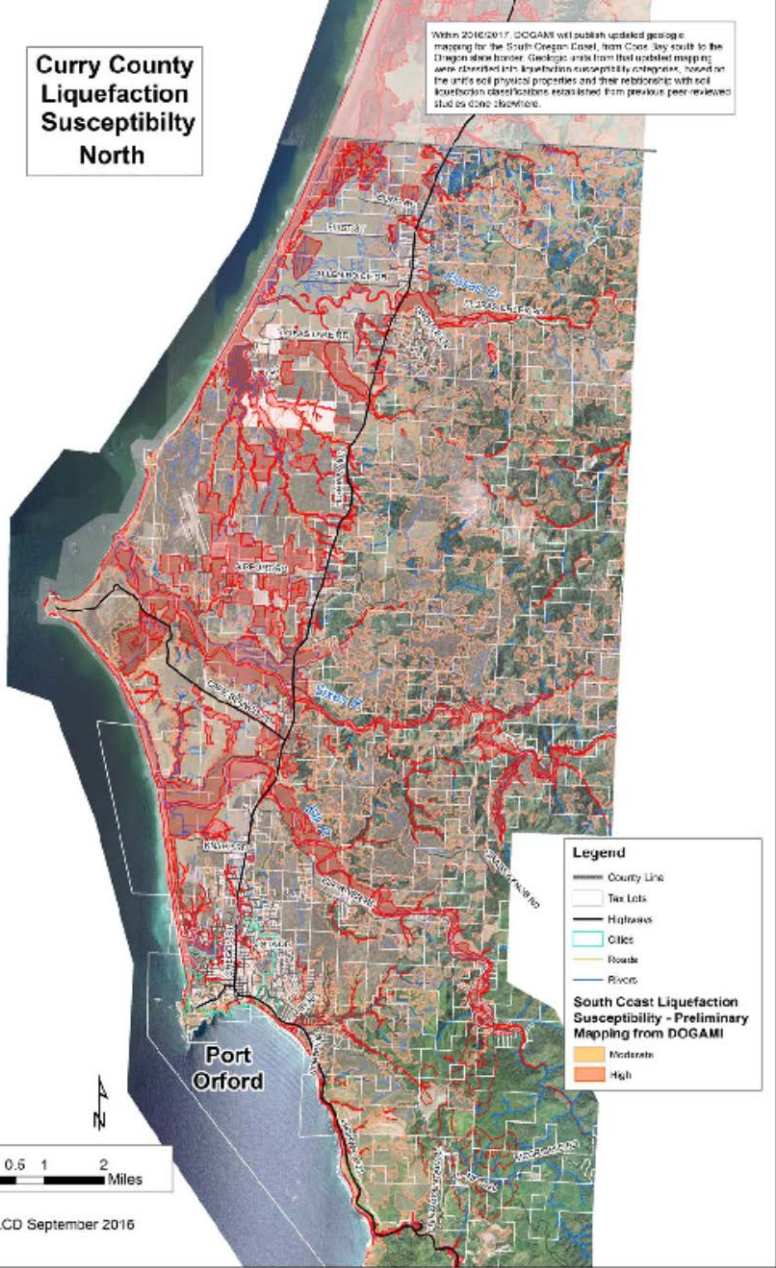
# Earthquake (Liquefaction) Hazards Map



DLCD September 2016

# Curry County Liquefaction Susceptibility North

When 2016/2017 DOGAMI will publish updated geologic mapping for the South-Coast Coast, from Coos Bay south to the Oregon-Alaska border. Geologic units from that updated mapping will be added into liquefaction susceptibility categories, based on the unit's soil physical properties and their relationship with soil liquefaction classifications established from previous peer-reviewed studies as done elsewhere.



**Legend**

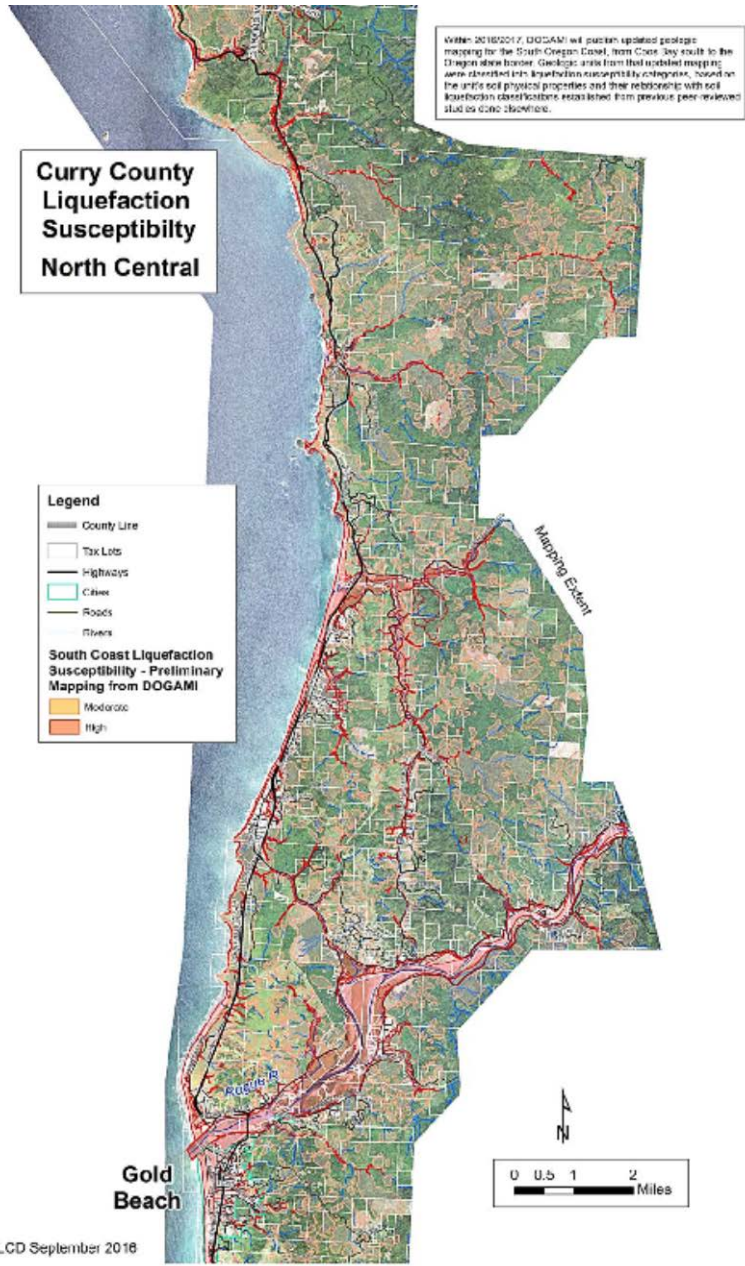
- County Line
- Tax Lots
- Highways
- Cities
- Roads
- Rivers

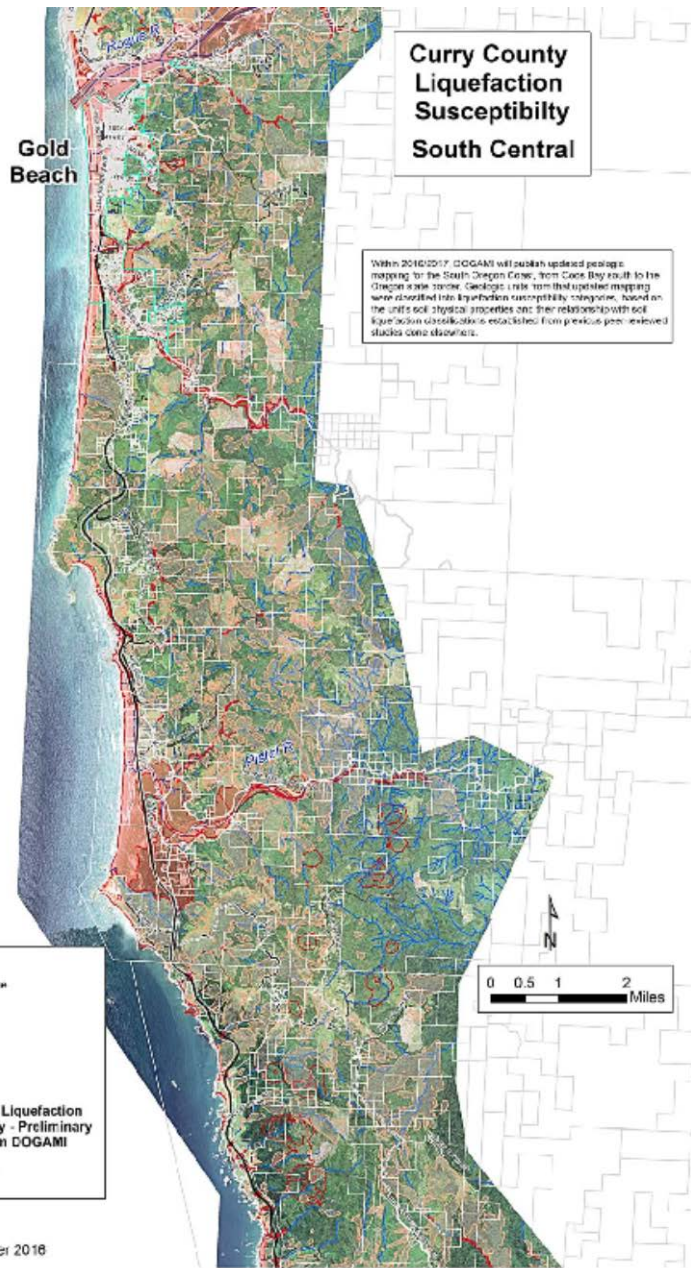
**South Coast Liquefaction  
Susceptibility - Preliminary  
Mapping from DOGAMI**

- Moderate
- High



DLCD September 2016



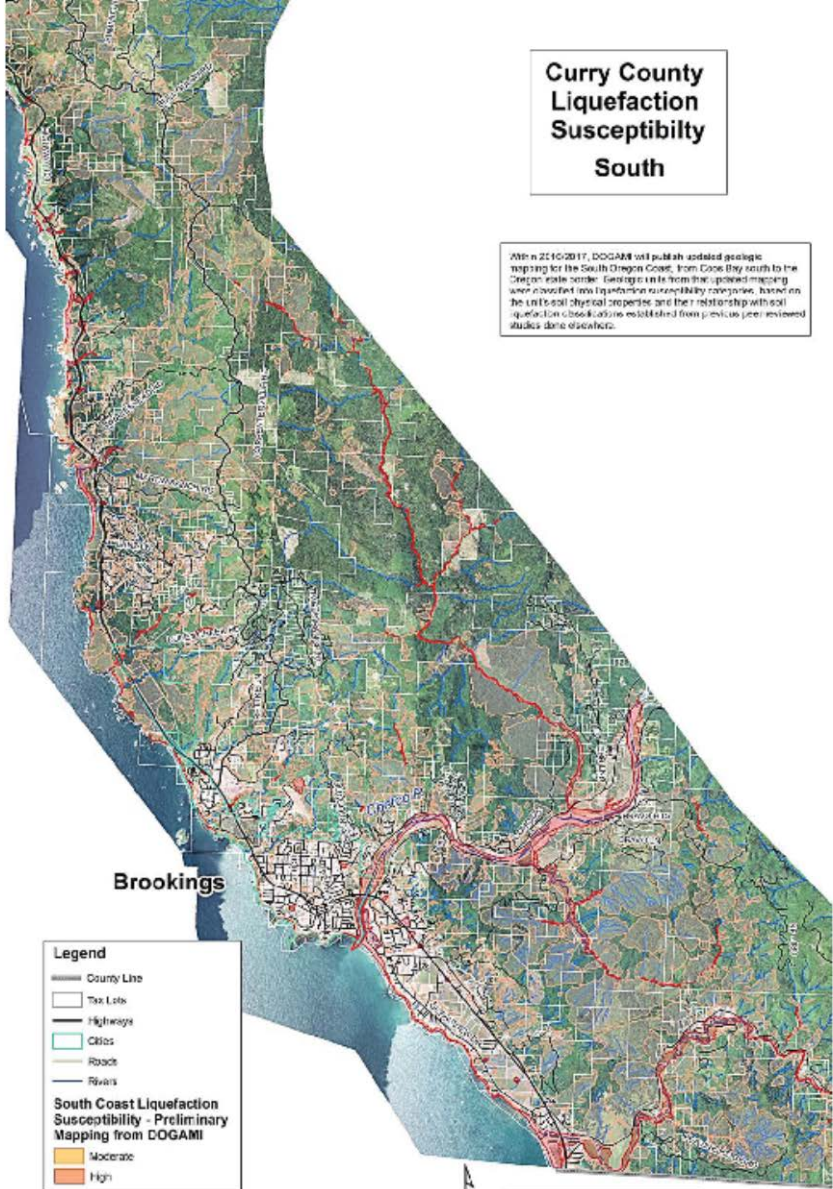


DLCD September 2018



# Curry County Liquefaction Susceptibility South

With a 25% (2017), DOGAMI will publish updated geologic mapping for the South Oregon Coast, from Coos Bay south to the Oregon state border. Geologic units from that updated mapping were classified into liquefaction susceptibility categories, based on the soil physical properties and their relationship with soil liquefaction observations established from previous peer-reviewed studies done elsewhere.

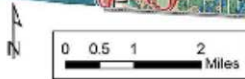


**Legend**

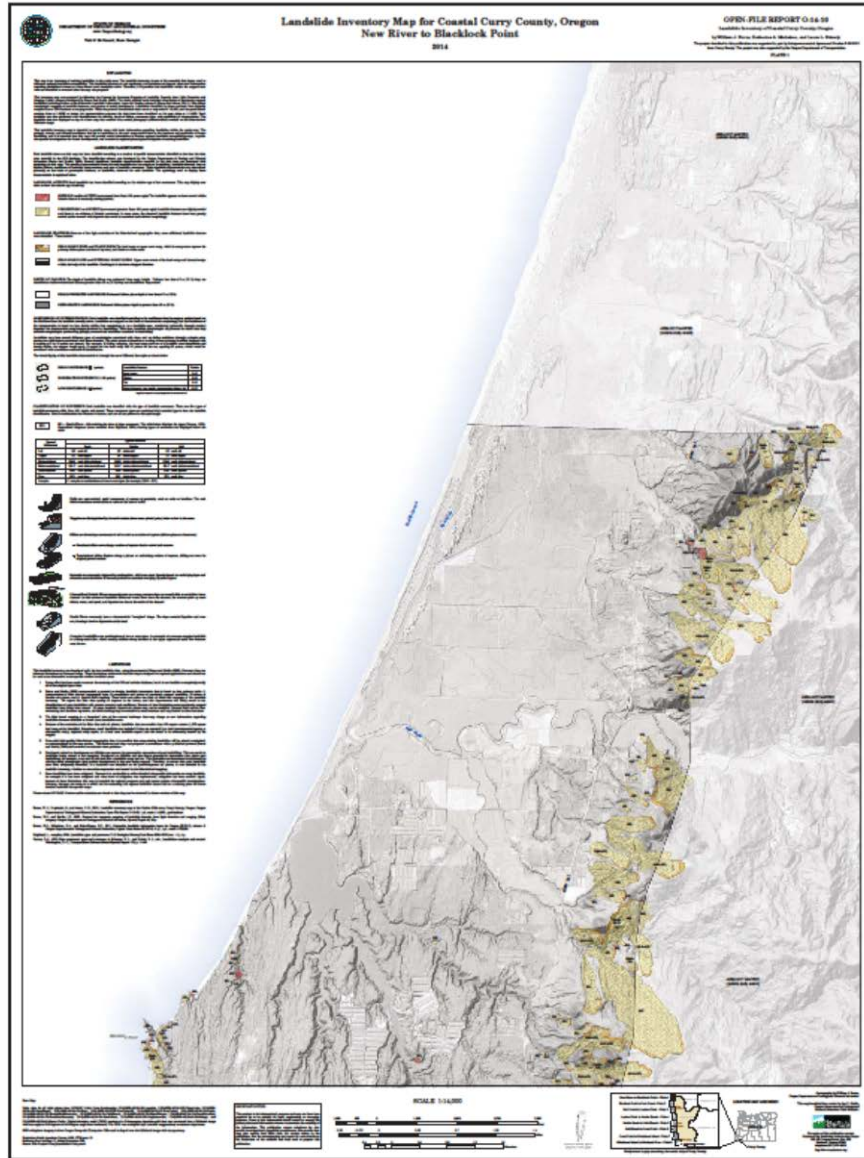
- County Line
- Tax Lots
- Highways
- Cities
- Roads
- Rivers

**South Coast Liquefaction Susceptibility - Preliminary Mapping from DOGAMI**

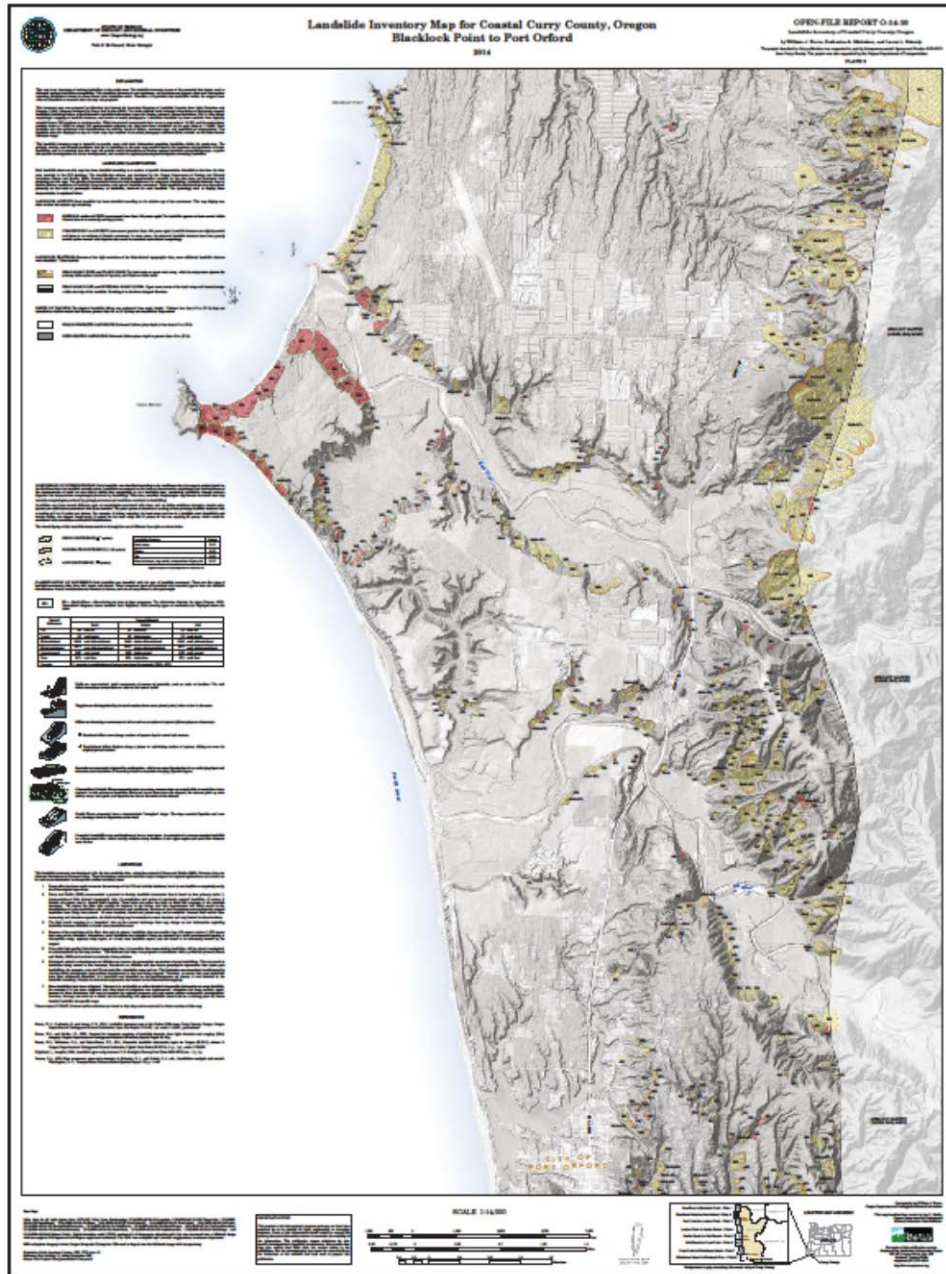
- Moderate
- High



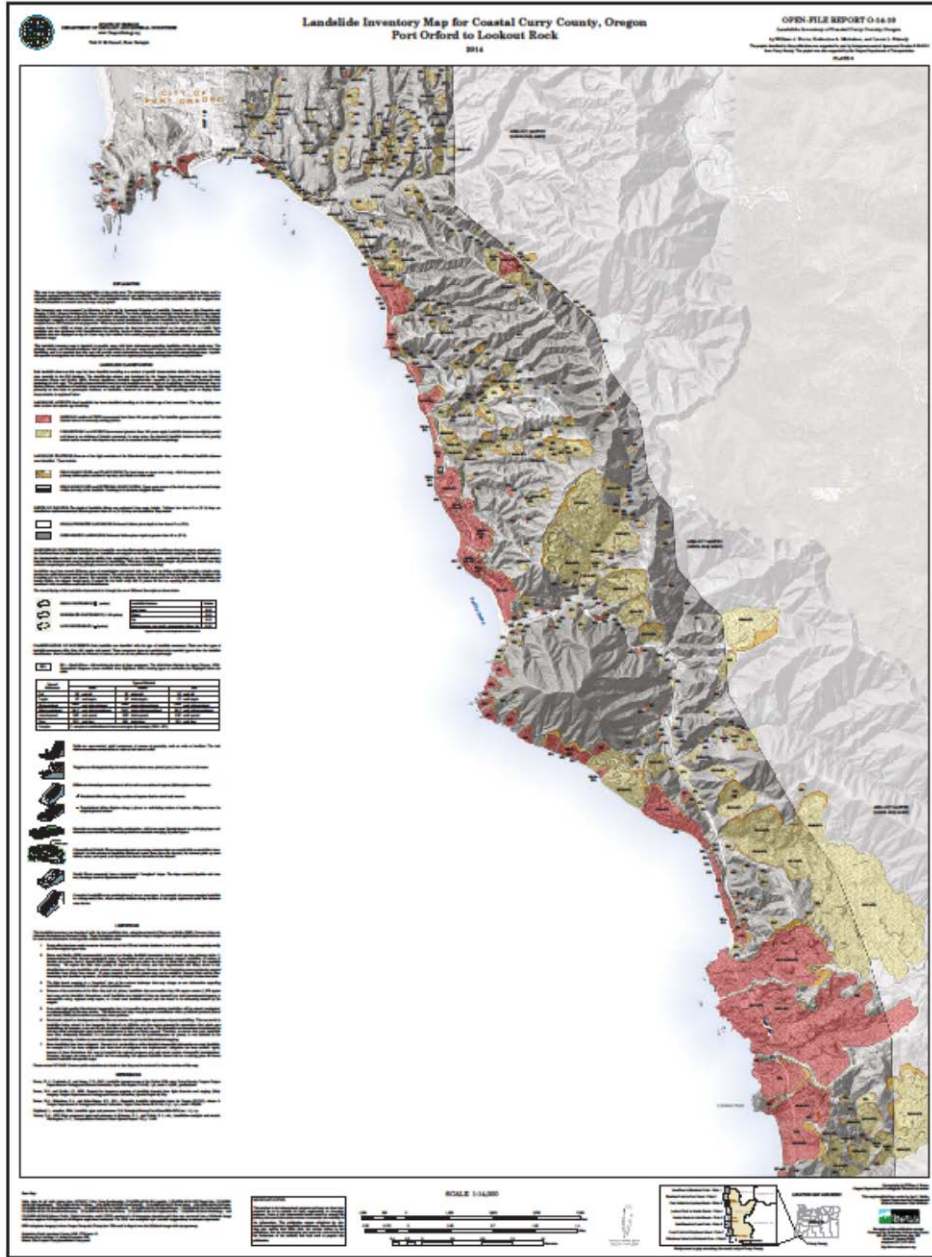
# Curry County Landslide Hazard Map



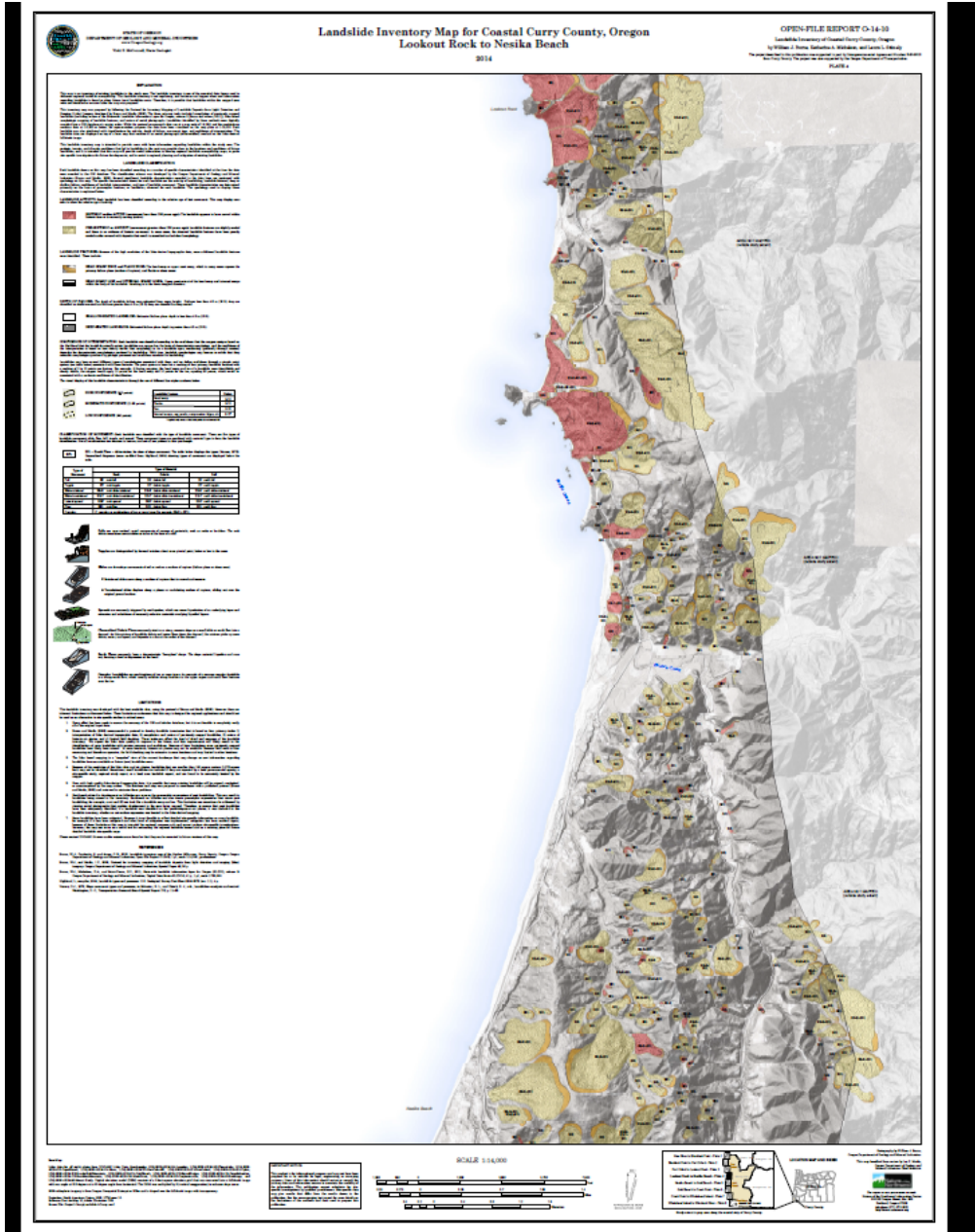
# Curry County Landslide Hazard Map



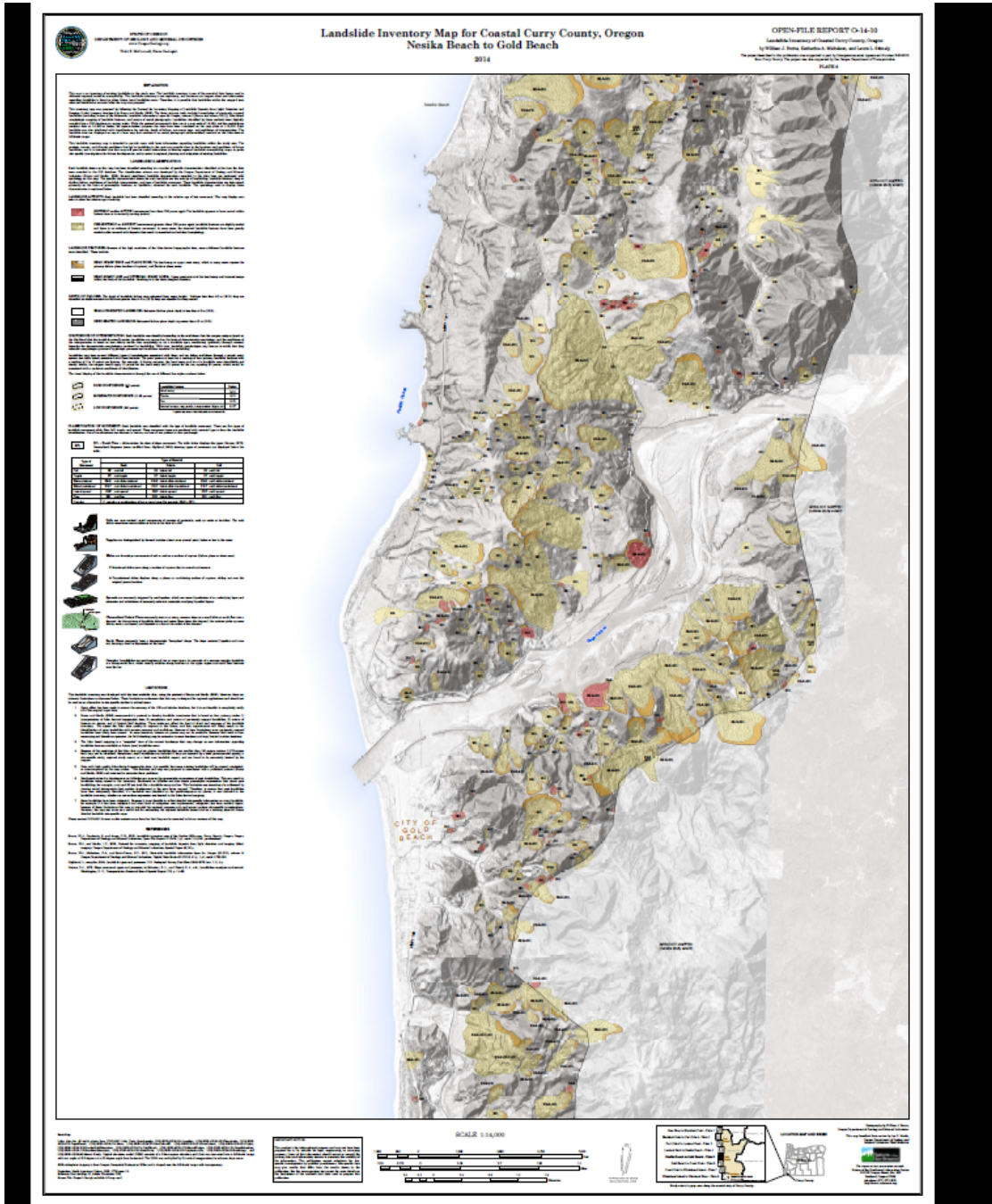
# Curry County Landslide Hazard Map



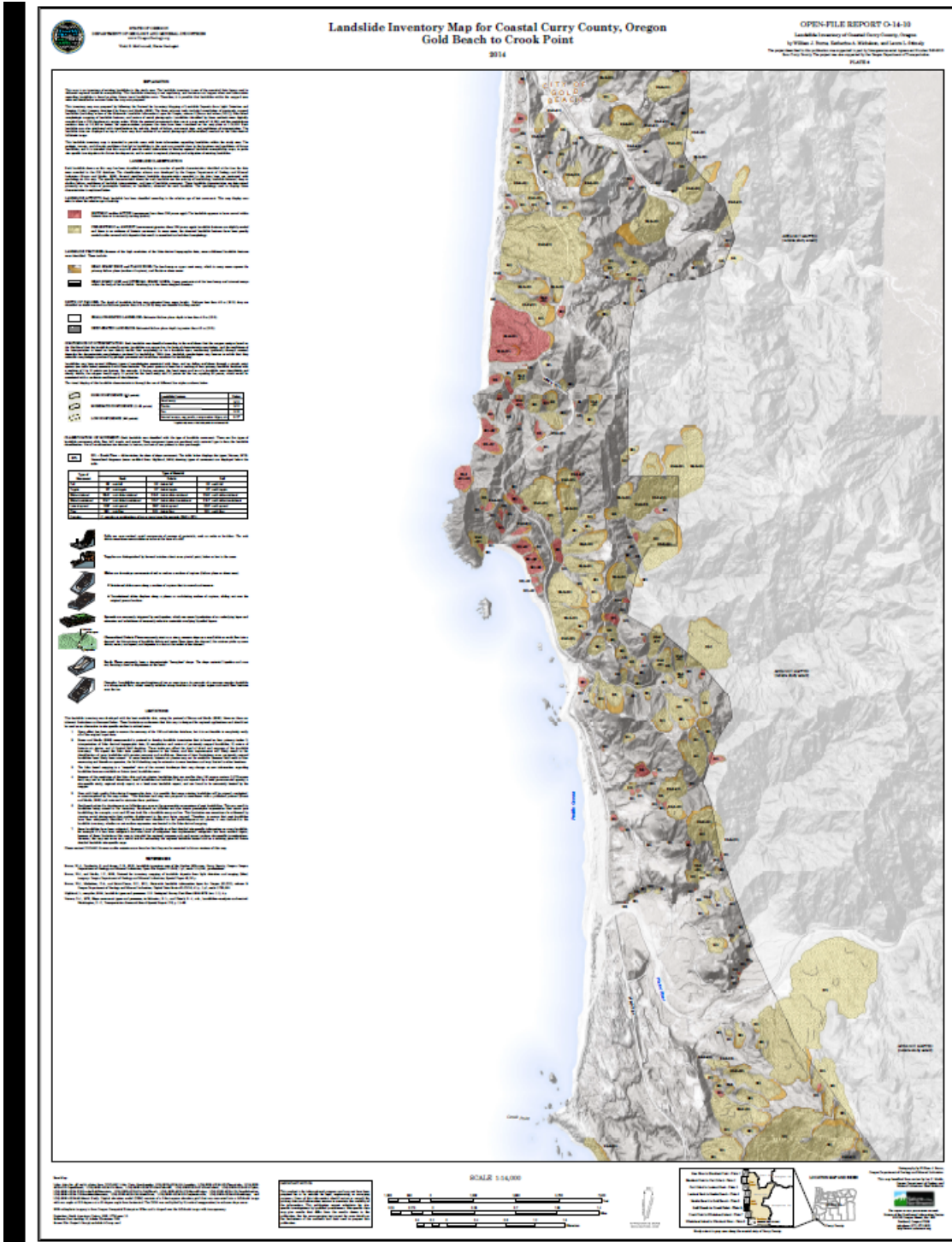
# Curry County Landslide Hazard Map



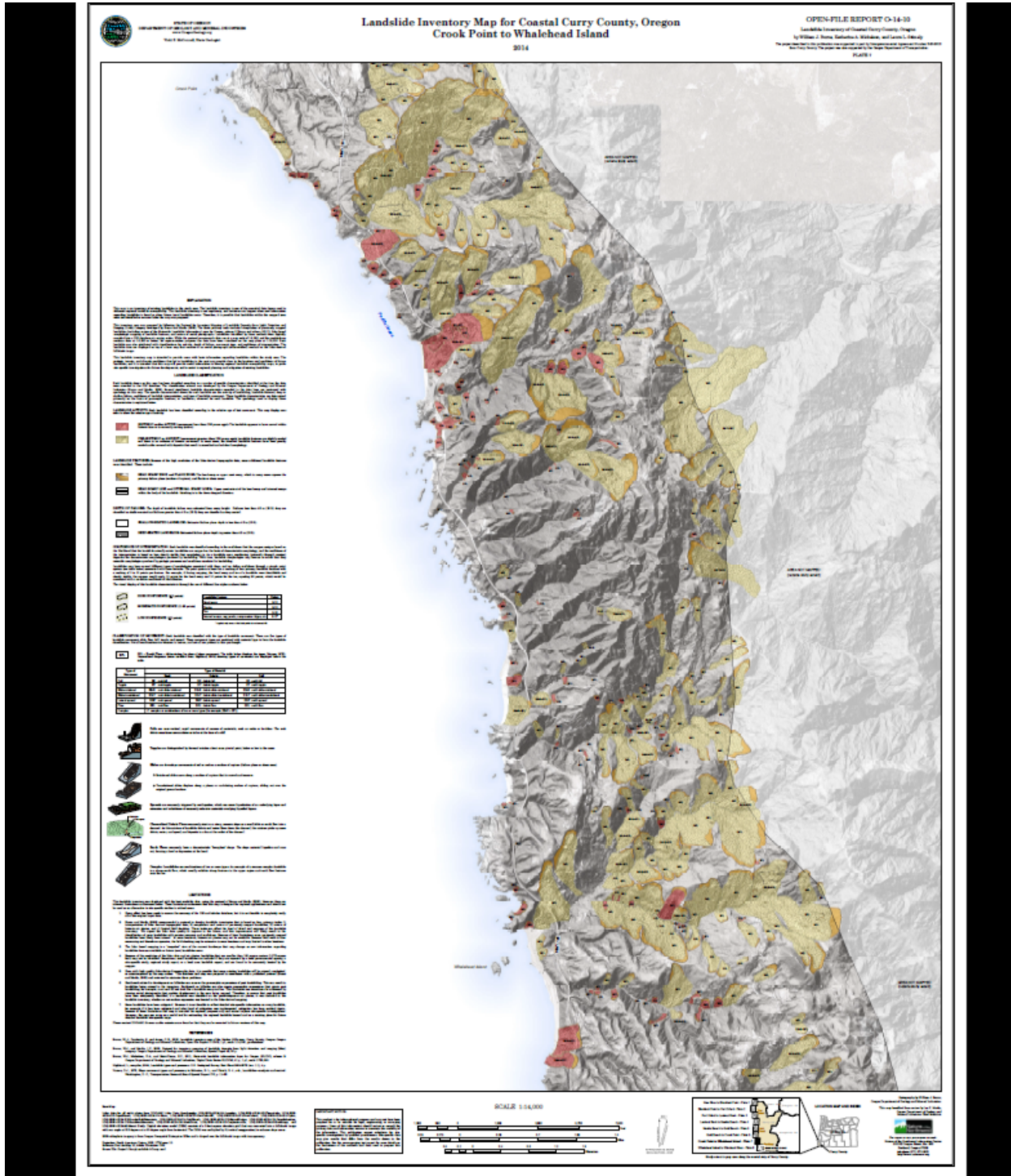
# Curry County Landslide Hazard Map



# Curry County Landslide Hazard Map

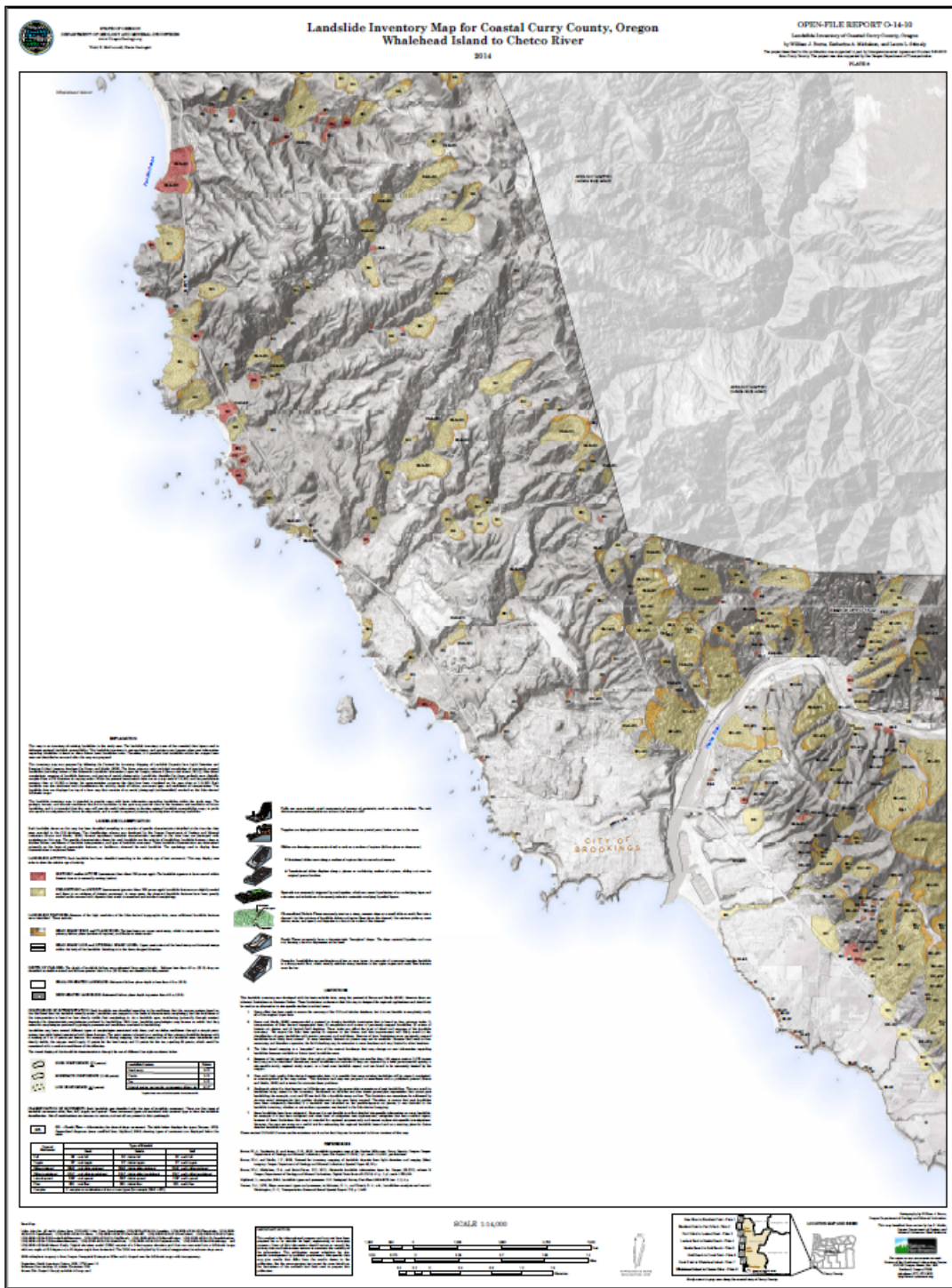


# Curry County Landslide Hazard Map





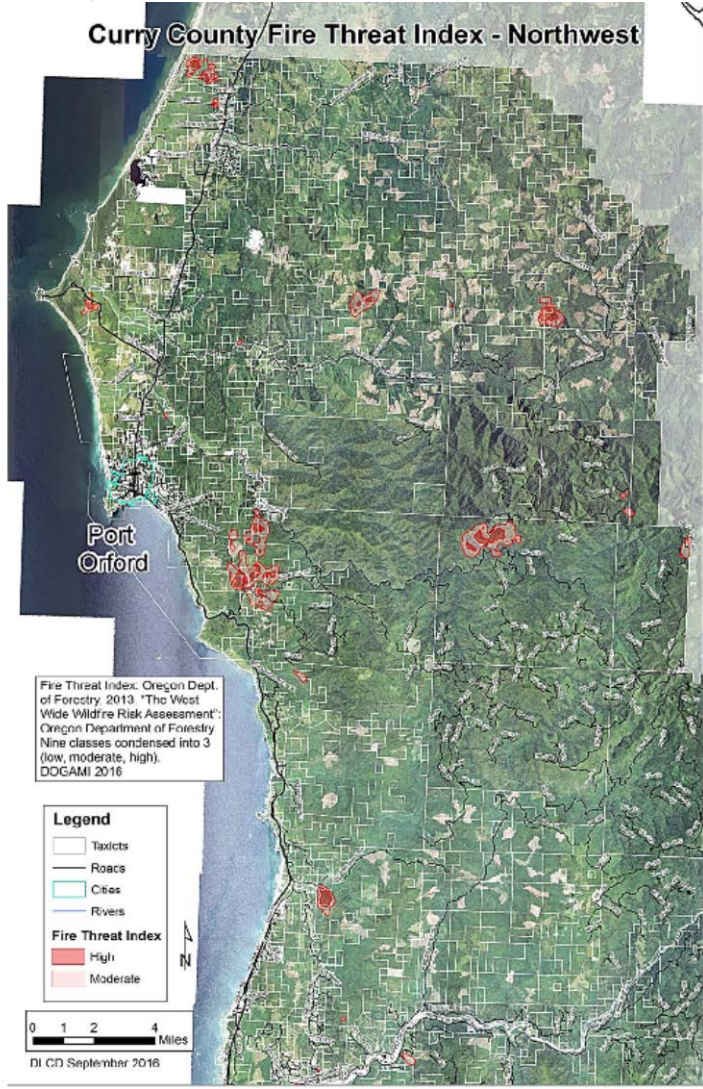
# Curry County Landslide Hazard Map



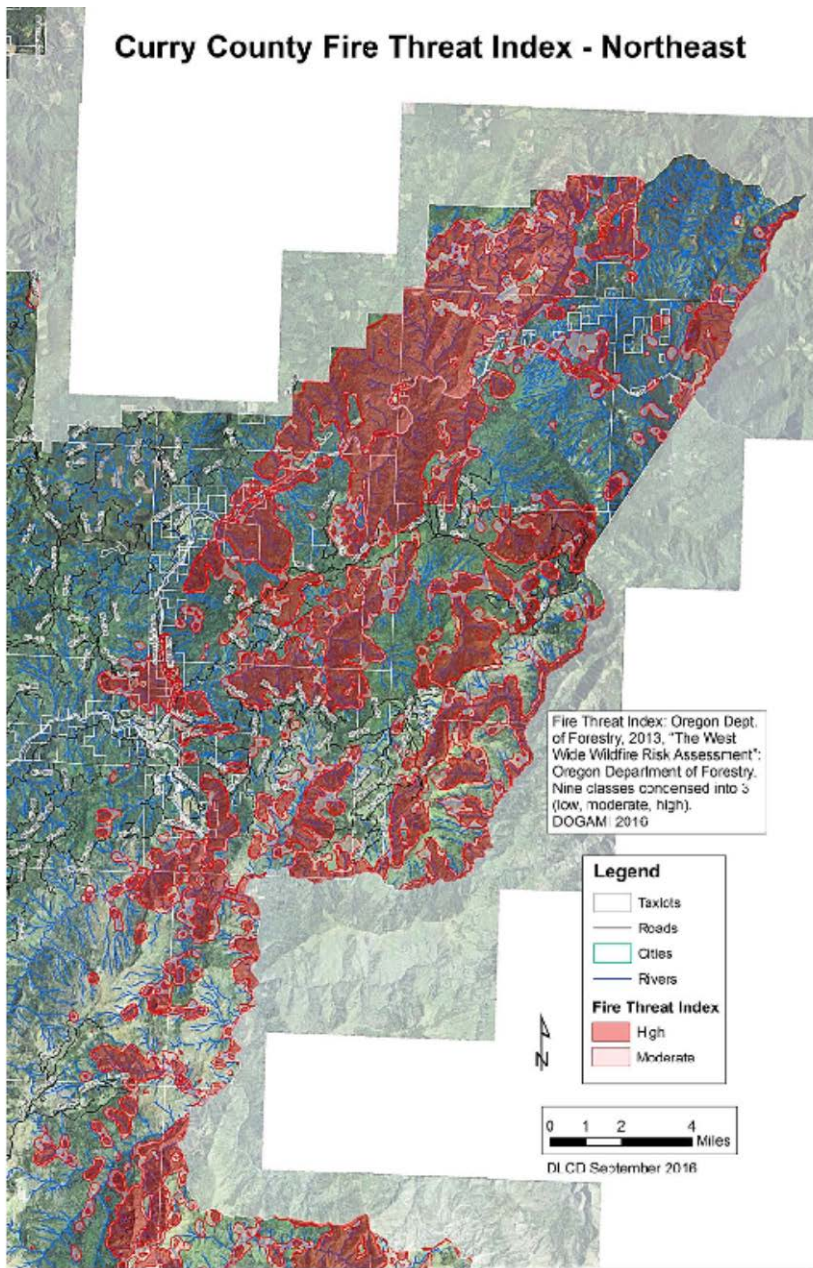
**Curry County Wildfire Hazard Maps (4)**  
**Northeast, Northwest,**

**Southeast,**

**Southwest**



# Curry County Fire Threat Index - Northeast



Fire Threat Index: Oregon Dept. of Forestry, 2013. "The West Wide Wildfire Risk Assessment": Oregon Department of Forestry. Nine classes condensed into 3 (low, moderate, high). DOGAM, 2016

**Legend**

- Taxlots
- Roads
- Cities
- Rivers

**Fire Threat Index**

- Hgh
- Moderate



DL CD September 2016

# Curry County Fire Threat Index - Southwest

Gold Beach

Fire Threat Index: Oregon Dept. of Forestry, 2013, "The West Wide Wildfire Risk Assessment". Oregon Department of Forestry. Nine classes condensed into 3 (low, moderate, high). DLCCAMI 2016



**Legend**

- Taxlots
- Roads
- Cities
- Rivers

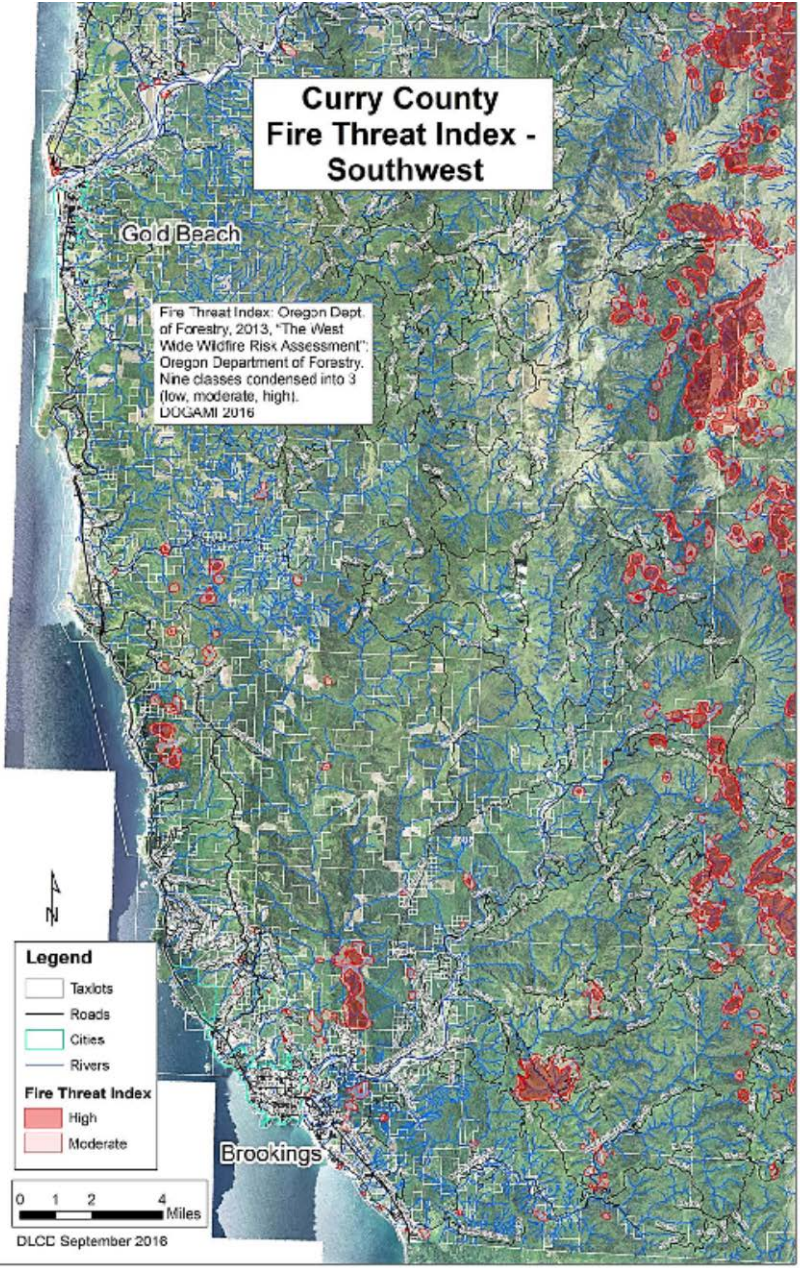
**Fire Threat Index**

- High
- Moderate

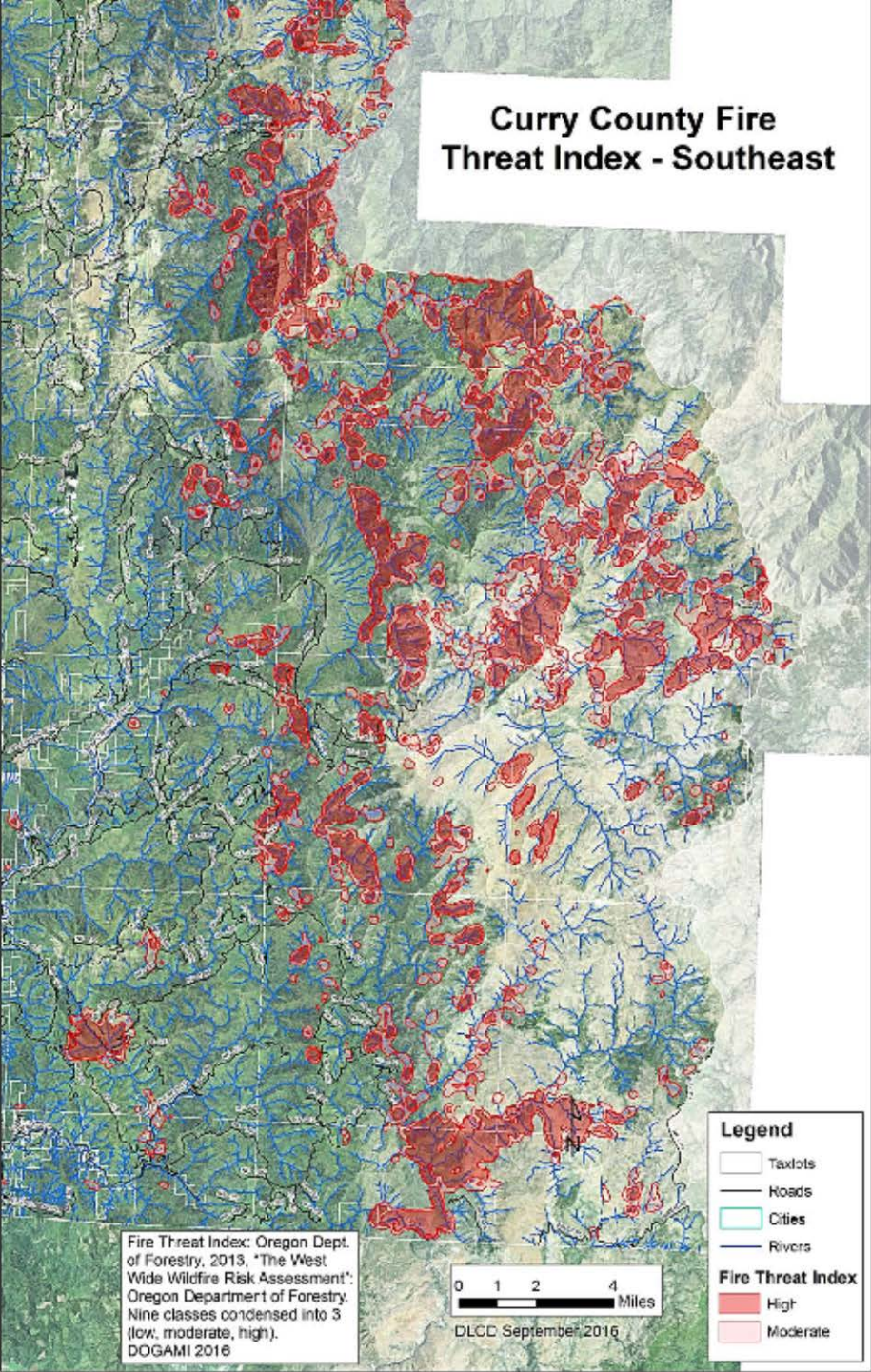


DLCC September 2016

Brookings



# Curry County Fire Threat Index - Southeast



Fire Threat Index: Oregon Dept. of Forestry, 2013, "The West Wide Wildfire Risk Assessment"; Oregon Department of Forestry. Nine classes condensed into 3 (low, moderate, high). DOGAMI 2016

0 1 2 4 Miles  
DLCD September, 2016

**Legend**

- Taxlots
- Roads
- Cities
- Rivers

**Fire Threat Index**

- High
- Moderate

## ATTACHMENT 3

### LIQUEFACTION AND LANDSLIDE FACT SHEET

**Liquefaction** (information from Wikipedia)

**How does liquefaction take place?** Liquefaction occurs when vibrations or water pressure within a mass of soil cause the soil particles to lose contact with one another. ... This condition is usually temporary and is most often caused by an earthquake vibrating water-saturated fill or unconsolidated soil.

**Is liquefaction dangerous?** The first main earthquake hazard is the effect of ground shaking. Buildings can be damaged by the shaking itself or by the ground beneath them settling to a different level than it was before the earthquake (subsidence).

**Where does liquefaction usually occur?** Liquefaction occurs in saturated soils, that is, soils in which the space between individual particles is completely filled with water. This water exerts a pressure on the soil particles that influences how tightly the particles themselves are pressed together.

**What is liquefaction during an earthquake?** Earthquake liquefaction, often referred to simply as **liquefaction**, is the process by which saturated, unconsolidated soil or sand is converted into a suspension during an earthquake. The effect on structures and buildings can be devastating, and is a major contributor to seismic risk.

**Landslides** (information from Department of Land, Conservation and Development)

In the broadest and most general sense, a landslide is simply the down slope movement (sliding or falling) of soil, rock, or some mixture of the two, under the influence of gravity. Landslides are natural processes, but can be triggered or accelerated by one or more of the factors listed below, especially when the factors occur in combination.

- Intense or prolonged rainfall, or rapid snow melt, that cause sharp changes in groundwater levels.
- Undercutting of a slope or cliff by erosion or excavation.
- Shocks or vibrations from earthquakes or construction.
- Vegetation removal by fires, timber harvesting, or land clearing.
- Placing fill (weight) on steep slopes.

The term landslide is commonly applied to a variety of somewhat distinct types of events or processes and is also generally applied to the mass of soil or rock material that results from one of these events. Some of the different processes that are sometimes referred to as landslides include:

- **Rockfall**, the relatively free fall of small or large rocks that become detached from cliffs and steep outcrops. Rockfalls are common along Oregon highways where roads are cut through bedrock.
- **Rockslide**, the rapid downslope movement of rock material along a plane of separation within the bedrock, which could be a fault surface, a fracture surface, or the depositional surfaces found in some sedimentary rocks. These slides can occur on relatively gentle slopes and cause serious damage.
- **Slump**, the downward slipping of a mass of rock and/or soil that moves more or less together as a block (or group of blocks) and usually involves some amount of backward rotation during movement.

## ATTACHMENT 4 NOTIFICATION

### MEASURE 56 NOTICE OF CURRY COUNTY PUBLIC LAND USE HEARING TO ADD ZONING ORDINANCE CRITERIA FOR FUTURE DEVELOPMENT IN AREAS WHERE LIQUEFACTION AND LANDSLIDE HAZARDS ARE PREVELANT.

You are invited to participate in a public hearing on Zoning Ordinances changes at a Board of Commissioners public hearing on Wednesday, August 2, 2017 at 11:00 AM at 94235 Moore Street in Gold Beach in the Board Chambers. Requirements for development in Liquefaction and Landslide Hazard areas may affect the permissible uses of your property which may result in a change to your property value. New maps identifying areas of that are susceptible to liquefaction during a seismic event and landslide areas have also been completed.

Liquefaction takes place when loosely packed, water-logged sediments at or near the ground surface lose their strength in response to strong ground shaking. Liquefaction occurring beneath buildings and other structures can cause major damage during earthquakes. Areas subject to liquefaction hazards can suffer from a loss of property and/or life. Landslides from river, stream and ocean waves can be triggered by heavy winds, rainfall and storm surge during major winter storm events. Landslides can cause considerable damage to buildings, roads and other facilities. A draft update of Curry County's Zoning Ordinance regulations to address landslide and liquefaction hazards includes requirements that will apply to areas subject to potential landslide and liquefaction activity. An engineering geologic report prior to development in these areas will be required to assess the nature and extent of the hazards and recommendations for siting, construction and other measures. With these regulations, land divisions would also be limited in landslide hazard areas. The proposed Zoning Ordinance amendments and related maps can be found at [www.co.curry.or.us/Community-Development](http://www.co.curry.or.us/Community-Development).

**Questions?** Contact Community Development Director Carolyn Johnson at 1-541-247-3228. Send your written comments to the Curry County Community Development Department, 94235 Moore St. #113, Gold Beach, OR 97444 or [johnsonc@co.curry.or.us](mailto:johnsonc@co.curry.or.us).

### CURRY COUNTY BOARD OF COMMISSIONERS PUBLIC HEARING NOTICE

The Curry County Board of Commissioners (Board) will hold a public hearing on Wednesday, August 2, 2017 at 11 AM at the Board hearing room at 94235 Moore Street in Gold Beach Oregon. After public comment, the Board will take action on the following Curry County Zoning Ordinance (ZO) and Comprehensive Plan (CP) amendments: ZO - ZOA.2017.04 – Section 3.254 (Liquefaction Hazards); ZO - ZOA.2017.05 – Section 3.255 (Landslide Hazards); and CPA.2017.01 – Repealing CP Chapter 7 and adopt a new CP Chapter 7 – Natural Resources.

A Board staff report will be available at <http://www.co.curry.or.us/Board-of-Commissioners> on Friday, July 28, 2017 at 5 PM. Your comments can be mailed to the Curry County Community Development Department at 94235 Moore Street, #113, Gold Beach, Oregon 97444. Contact Community Development Director Carolyn Johnson with email comments ([JohnsonC@co.curry.or.us](mailto:JohnsonC@co.curry.or.us)) or phone her at 541-247-3284. The Board's action on land use regulations is authorized by Curry County Zoning Ordinance Section 9.010. If adopted by the Board, the proposed amendments will be effective County-wide. Published in the Curry County Reporter on July 19, 2017.

**ATTACHMENT 5**

July 23, 2017 e-mail thread between Mr. Carl Smith and Community Development Director (CDD) Carolyn Johnson;



**From:** [Carolyn Johnson](#)  
**To:** "[Carl Smith](#)"  
**Subject:** RE: Proposed Liquefaction zone Code  
**Date:** Monday, July 24, 2017 10:25:00 AM  
**Attachments:** [95650 Sixes River Road no layers.pdf](#)  
[95650 Sixes River Road \(1\).pdf](#)

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Back to you Mr. Smith,

The attached exhibits show the Smith property in two ways. The document titled *95650 Sixes River Road no layers* shows light red shading that identifies the property. The second exhibit noted *95650 Sixes River Road* and includes the liquefaction overlay that identifies half the property in the liquefaction area. A home could be built (subject to County land use regulations) on the existing property because the property pre-dates the new Zoning Code language (presuming the Board adopts).

As to section 4b, I believe the addition of the language below addresses your thoughts on an exception or variance.

4(b) New Lot or Parcel Development Prohibition: **Notwithstanding County consideration of a Variance as specified in Article VIII**, on lots and parcels created after August 2, 2017, new construction must be located outside the area subject to this provision.

I appreciate your feedback,

Carolyn

**From:** Carl Smith [mailto:[carlsmith@hotmail.com](mailto:carlsmith@hotmail.com)]  
**Sent:** Monday, July 24, 2017 7:10 AM  
**To:** Carolyn Johnson  
**Subject:** Re: Proposed Liquefaction zone Code

Dear Ms. Johnson: Thank you for your prompt reply, with suggested revisions to the code language and map showing the extent of the Smith Family Trust property in the proposed liquefaction code. I appreciate all this information.

Your suggested revisions seem reasonable to me, except for section 4(b). From the map you sent me, it appears that the portion of the Smith Family Trust property between the Sixes River and Sixes River road is completely in the high risk zone, and therefore, a new single family residence could not be built there after this code is adopted. Is that correct? Or could a new home be built in this area since the lot is pre-existing?

I still recommend that you consider a provision for an exemption or variance to Section 4(b) to allow a single family home to be built with appropriate geotechnical protections, if the

property is otherwise unbuildable because it does not have the minimum required area outside of the liquefaction zone. If such provisions are not included in the code, I foresee property owners who will feel denied the opportunity to use their property for a home. These people will be angry at their loss and may take legal action against the County. The provision of the exemption or variance will give these people a reasonable use of their property and the permit can include geotechnical safeguards against the potential risk of damage from a liquefaction event.

Thank you again for considering these public comments. I am a former county community development director and I know your job is not an easy one!

Best regards, Carl Smith

**From:** Carolyn Johnson <johnsonc@co.curry.or.us>  
**Sent:** Sunday, July 23, 2017 1:37:26 PM  
**To:** Carl Smith  
**Subject:** RE: Proposed Liquefaction zone Code

Thank you for your comments Mr. Smith, all will be included in the public record.

For ease in responding to your suggestions, please see **notations** from me after certain paragraphs of your e-mail. Some possible **revisions** to the proposed Liquefaction zone code language are noted. I will gladly take a look at alternative language you would like to share.

Thank you,

Carolyn

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**From:** Carl Smith [mailto:carlsmith@hotmail.com]  
**Sent:** Sunday, July 23, 2017 10:20 AM  
**To:** Carolyn Johnson  
**Subject:** Proposed Liquefaction zone Code

Dear Ms. Johnson:

I received notice of your proposed new code "Section 3.254 liquefaction Overlay Zone". This proposed new zone appears to include property within the Smith Family Trust, located at: 95650 Sixes River Road, in Curry County. A portion of this property lies between the Sixes River and Sixes River Road. From looking at the map provided, I cannot tell for sure what portion of this property is within the proposed new liquefaction zone, but it appears likely that some or all of the property between the Sixes River and Sixes River Road is within the proposed new zone. Your clarification of this question would be appreciated. **Attached please find a map of the property, it appears that half the property is in a high liquefaction susceptibility area.**

The proposed code has some serious flaws that need to be revised before it is adopted and goes into effect; as follows:

The code does not provide any information on how the new liquefaction zone was determined. A thorough documentation of how this was done is needed to justify it. This documentation needs to include the professional firm or individual who performed this study, their credentials, the methods used, including the modeling to predict the periodicity of major liquefaction events in Curry County over past eons of geologic time, and predicted rates of future events, references cited, field investigations undertaken, and facts on which their conclusions were drawn. This study should also be peer-reviewed and critiqued by other qualified professionals in order for the public to have confidence that the science and conclusions are scientifically valid, and therefore the proposed new regulations are justified. **The Oregon Department of Land, Conservation and Development provided the technical assistance to the County in the preparation of this draft ordinance. I've asked DLCD staff to provide additional information to respond to this comment.**

The proposed code, at Section 2(c), states that if a proposed new land development is within a liquefaction zone, a report by a "certified engineering geologist" is required to assess if "geotechnical remediation is required to make the site suitable for the proposed development", and to specify "design and construction specification for the required remediation".

While the foregoing provision is reasonable, even after and applicant provides the required report and requirements of Section 2(c), Section 2(d) goes on to state that, the County may determine that additional review is necessary and the County may retain the services of additional professionals and bill the applicant for such additional services. This provision is unnecessary and wrong. It is unnecessary as the requirements of Section 2(c) provide adequate assurance of a safe development, and also shields the County from liability if a future liquefaction event should cause a structure failure. It is wrong because it says that even after an applicant complies with Section 2(c), the planning staff may decide that compliance with Section 2(c) does not satisfy them and decide to require some new, unspecified requirement, and bill the applicant for it. This section does not include any public or legislative approval process to determine what the additional requirement would be and does not include any opportunity for the applicant to challenge the new requirement or its costs. This section probably violates the Constitutional "due process" rights of the applicant and should be deleted in its entirety. The requirements of Section 2(c) are enough to protect the County and the applicant. **Your point to delete Section 2 c is well taken. Section 5 identifies what is to be included in the geology report, and if the report does not meet the Section 5 requirements, the application will be considered incomplete for processing. Further, the reviewing authority may ask the applicant to have his/her geologist provide additional information if clarity of the geology report is required.**

Section 4(a) states that new development in a liquefaction zone must be located in an area of "least exposure to risk". This fails to consider that the geologic report may contain measures that would protect a development in various areas of a property.

To limit the development to the area of "least risk" is highly subjective and ignores the purpose of the geologic study and report required in Section 2(c). Let that study and the geologic professional do their intended job, including the opportunity to give the applicant options on where to place his or her development including adequate development safeguards. **I understand your point. However minimum risk exposure is optimal. Please take a look at the following language as an alternative. 4(a) Safest Site Requirement: All new construction shall be subject to one of the following: a. location on the portion of the subject property most suitable for development based on the least exposure to risk from liquefaction hazards, as determined by a certified engineering geologist as part of an engineering geologic report prepared in accordance with Section 3.254(5) or b. location on any portion of the site subject to liquefaction hazard mitigations measures identified in the geology report that will reduce the hazard risk to that of the area with the least exposure to risk.**

Notwithstanding the provisions of Article IV, as necessary to comply with **either of these** requirements any required set-back from a property line may be reduced by up to 50% without a variance."

Section 4(b) states that for development on new lots or parcels, construction must be located "outside the area subject to this provision." What if the entire property in question is within the liquefaction zone? In such cases, this provision will probably deny the property owner all economic use of the property, and invite a "takings" lawsuit. This section should be deleted or revised to include a "reasonable economic use" exemption, allows some use of the property, even if other codes would prevent it. This kind of provision is common in other jurisdictions and should be included in this code. I understand your point and believe the following addresses your concern: "b) **New Lot or Parcel Development Prohibition: On lots and parcels created after August 2, 2017, new construction of residential dwellings must be located outside the area subject to this provision.**" This modification would still permit construction of property uses for accessory buildings, storage facilities or other types of construction for non-human habitation.

Thank you for the opportunity to comment. I respectfully request these comments be included in the official public record on this matter and be provided to the decision makers.

Sincerely,

Carl Smith  
Executor, Smith Family Trust  
P.O. Box 868  
Quilcene, WA 98376

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## ATTACHMENT 5a.

Original Planning Commission recommended language in a legislative format with the staff recommended changes; Section 3.254(2d), (4a) and (4b)

### Section 3.254. Liquefaction Overlay Zone

2. Applicability: This section shall apply to all development on lands identified as subject to liquefaction as mapped in DOGAMI Open File Report. Except for construction types identified in subsection 2. a) of this section, all new construction shall comply with the standards of Section 3.254 as part of a Conditional or Permitted Use Permit or Planning Clearance required for development based on the underlying zoning of the property on which development is proposed. Compliance with the requirements of this section is required prior to issuance of a building permit or grading permit.

~~d) In the event the reviewing authority determines that additional review of a Conditional or Permitted Use Permit or Planning Clearance in a Liquefaction Area by an appropriately licensed and/or certified engineering geologist is necessary to determine compliance with this section, Curry County may retain the services of such an engineering geologist for this purpose. All costs incurred by the county for this additional review shall be paid by the applicant.~~

4. Development Limitations: In addition to conditions, requirements and limitations imposed by a required engineering geologic report, all development subject to a Liquefaction Hazard Area Permit shall be subject to the following limitations:

a) Safest Site Requirement: All new construction **shall be subject to one of the following: a. location on** the portion of the subject property most suitable for development based on the least exposure to risk from liquefaction hazards, as determined by a certified engineering geologist as part of an engineering geologic report prepared in accordance with Section 3.254(5) **or b. location on any portion of the site subject to liquefaction hazard mitigations measures identified in the geology report that will reduce the hazard risk to that of the area with the least exposure to risk.** Notwithstanding the provisions of Article IV, as necessary to comply with **either of these** ~~this~~ requirements any required set-back from a property line may be reduced by up to 50% without a variance.”

b) New Lot or Parcel Development Prohibition: **Notwithstanding County consideration of a Variance as specified in Article VIII,** on lots and parcels created after August 2, 2017, new construction **of residential dwellings** must be located outside the area subject to this provision.

## ATTACHMENT 6

TO: Carolyn Johnson, Curry County Community Development Department

FROM: Meg Reed, Coastal Shores Specialists, Oregon Department of Land Conservation & Development

RE: Liquefaction data

DATE: July 24, 2017

Oregon Statewide Planning Goal 7 envisions a process whereby new hazard inventory information generated by federal and state agencies is reviewed by the Department of Land Conservation and Development (DLCD) and the local jurisdiction to which it applies. The County can then respond to the information by evaluating the risk, obtaining citizen input, and adopting or amending implementation measures to address the risk. Curry County has recently taken the proactive role in working with DLCD to evaluate new information regarding several natural hazards, including earthquake-induced liquefaction, developed by state agencies. During the process of natural hazard data review and regulation development, Curry County did involve a project advisory committee to receive input and comments from the broader community.

The Oregon Department of Geology and Mineral Industries (DOGAMI) is the state agency charged with mapping and understanding the state's varied geology and natural hazards. The ongoing scientific study of hazards and the information generated from those studies is important in helping Oregonians understand the risks faced from earthquakes, tsunamis, landslides and other hazards. This information is generated by staff experts and then shared through traditional paper maps, digital maps, academic reports, exhibits, workshops, conferences, websites, and public presentations. As part of their hazards mitigation program, DOGAMI studies and maps geologic hazards, informs governments and the public about the hazards, and works actively to reduce future loss of life and property.

The purpose of Statewide Planning Goal 7 is to protect people and property from natural hazards using the best available information. At this time, DOGAMI's report (forthcoming) and maps on liquefaction in Curry County is the best scientific information available. The mapping of this hazard in the County represents the boundary for which additional research and recommendations would be based through the requirements of an engineering geologic report. The engineering geologic report, as well as the liquefaction regulations the County is now considering, would allow for further investigation, on a site-specific basis, of the liquefaction and other hazards present on a site, how those hazards can be mitigated, and how best to site development safely.

DOGAMI's newest publication on liquefaction has not yet been published but is in the review process. A supporting publication on the topic of liquefaction that was also used to inform Curry County's regulations and mapping is: Open-File Report O-13-06, *Ground motion, ground deformation, tsunami inundation, co-seismic subsidence, and damage potential maps for the 2012 Oregon Resilience Plan for Cascadia Subduction Zone Earthquakes*, by Ian P. Madin and William J. Burns. This publication is available online and contains methods, sources of data, and results. In addition, the Oregon HazVu: Statewide Geohazards Viewer can be accessed and explored for more data, methods, and maps. All of this information is readily accessible to the public online.

July 25, 2017

From: Carolyn Johnson, Community Development Director

Re: Zoning Ordinances Public Hearings

On the chart below is a series of topics for Board action. All of these are public hearing items, and the public hearing notice will specify that the public hearing will be held at 11 AM. I've gone over this schedule with Commissioner Huxley, the Community Development Department liaison, and he concurred with this schedule.

<b>MEETING OR WORKSHOP DATE</b>	<b>AGENDA ITEM</b>
08.02.2017 Regular meeting	<b>Public hearing</b> – 2 chapters of Zoning Ordinance (ZO)/natural hazards, liquefaction and landslides and Chapter 7 of Comp plan, repeal and replace.(staff) (45 minutes)
09.06.2017 Regular meeting	<b>Public hearing</b> - Adoption of 101 Corridor Plan and a Comprehensive Plan amendment to the transportation element. (staff and <b>ODOT</b> ) (30 – 40 minutes)
<b>09.07.2017 – Special Public Hearing</b> (Thursday)	<b>Public hearing</b> – Forest Grazing/Timber and Agriculture/Exclusive Farm Use zoning chapters repeal and replace. (staff) (1 – 1.5 hours)
09.13.2017 – Workshop	County Forest Program – Presentation (staff and <b>SCDC</b> ) (1.5 hours)
09.20.2017 Regular meeting	<b>Public hearing</b> - Enterprise zone. (staff and <b>CCD</b> ) (1 hour)
10.04.2017 Regular meeting	<b>Public hearing</b> – 2 Zoning Ordinance/natural hazards chapters, coastal erosion & tsunami hazards (staff) (45 minutes)
11.01.2017 Regular meeting	<b>Public hearing</b> – ZO chapter wildfire hazards (staff) (30 – 45 minutes)