



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday August 16, 2017 – 10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex

94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

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

For public comment, a completed speaker's slip must be submitted prior to start of the meeting.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

2. AGENDA AMENDMENTS: (5 minutes)

- a. Late Submittal –Roads (Hire Order)

3. APPROVAL OF AGENDA:

4. ANNOUNCEMENTS: (5 minutes)

- a. Thursday, August 17, 2017 - 6:00P.M. - SWOCC in Brookings, Oregon – South County Health Services Multi-Jurisdiction Workshop. County Commissioners will be in attendance, public is welcome!
- b. Monday, September 4, 2017 – County Offices Closed (Labor Day)
- c. Wednesday, September 6, 2017 – Board of Commissioners' Meeting at 10:00A.M.
- d. Wednesday, September 13, 2017 – Board of Commissioners' Workshop at 10:00A.M

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

6. APPROVAL OR CORRECTION OF MINUTES OF PREVIOUS MEETING(S):

- a. Commissioner - 3-29-17 Special Meeting Minutes (5 min)

7. CONSENT CALENDAR:

- a. Counsel - Brookings Airport Hangar Lease – 1B Huether (5 min)
- b. Counsel - Brookings Airport Hangar Lease – 3C Woodfin (5 min)
- c. Counsel - Scrivener's Error – Order 20249 (2 min)
- d. Counsel - Scrivener's Error – Order 20250 (2 min)
- e. Counsel - Scrivener's Error – Order 20251 (2 min)

8. PUBLIC HEARING:

- a. Commissioner - All Care Proposals and Order (30 min)
 - a. Brookings Harbor Housing Needs Assessment
 - b. Oasis Shelter

- c. **Oregon Coast Community Action (ORCCA)**
- d. **The Curry Homeless Coalition's Point in Time**

9. ADMINISTRATIVE ACTIONS/APPOINTMENTS:

- b. Community Development – Oregon Resources Research and Education Center (ORREC) – Lease Agreement (5 min)
- c. Commissioner - Title III Applications (10 min)
- d. Commissioner - Contract with Prothman for Interim County Administrator (15 min)
- e. Personnel - SEIU Agreement (10 min)
- f. Sheriff - Justice Reinvestment Grant Support Letter (10 min)

10. PRESENTATIONS:

11. PROCLAMATIONS / RESOLUTIONS / LEGISLATIVE ACTIONS:

- a. Counsel - Ordinance Amending County Code – General Administration – First Reading (15 min)

12. NEW BUSINESS:

- a. Counsel - Contract with City of Brookings and Cal-Ore for Airport Water Line (10 min)

13. OLD BUSINESS:

- a. Counsel/Personnel - Adoption of Emergency Management Coordinator Job Description (10 min)
- b. Counsel - Letter to SWOCC re Acquisition for Brookings Head Start Building, Per Block Grant Terms (10 min)
- c. Counsel - Brookings Head Start Architect Contract with Woods (10 min)
- d. Counsel - Contract between County and ORCCA re Architect Expenses (10 min)

14. COMMISSIONER UPDATES / LIAISON & DEPARTMENT ACTIVITY REPORTS:

- a. Port Orford Council Meetings (email)
- b. Coos-Curry Housing Authority Commissioner Liaison
- c. Community Development Activity Report
- d. Surveyor Monthly Activity Report
- e. Back to School Info for Brookings (Flyer)

15. EXECUTIVE SESSION:

ORS 192.660 (2) (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions

16. ADJOURN:

CURRY COUNTY BOARD OF COMMISSIONERS
MINUTES – SPECIAL MEETING
Wednesday, March 29, 2017 – 9:30 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore St., Gold Beach, Oregon 97444

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

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

1. CALL TO ORDER

Chairman Huxley called the meeting to order at 12:12PM. The Pledge was recited by all.

2. EXECUTIVE SESSION

Executive Session ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection .

Huxley (12:13P) read the ORS reasoning for the session, advised the press present nothing is to be discussed outside of this meeting, stated **Director Jay Trost** and **County Accountant Louise Kallstrom** will be present during the session; and entered into Executive Session at 12:14PM. The Board arose from Executive Session at 1:17PM.

3. ANNOUNCEMENT OF ANY DECISIONS

Motion by Boice , 2nd by Gold – (1:17PM)

The Curry County Board of Commissioners direct **Huttli**, to --

1. work with the Department of State lands the Army Corp of Engineers to remove the rocks in this Floras Lake dam to the original condition before July 15, 2016;
2. request that County Counsel to modify the complaint to request permission to replace the log per photos pre-dating July 15, 2016, to the original condition or to the best of our ability;
3. pursue obtaining sworn statements or affidavits from witnesses that had conversations many decades ago in the Floras Lake area regarding what occurred to the, during the construction of, or about the time of construction of this particular dam in question;
4. draft a press release to update the public on what the current county intention and situation is regarding this subject.

Motion carried unanimously

4. COMMISSIONER COMMENTS

Boice stated (1:20PM)

- He had obtained a \$700 scholarship from AOC for Curry County
- Sunday, 3/26, met with **Senator Merkley** at the Gold Beach High School library. The prior meeting was with **Mayor Karl Popoff**, **Representative David Brock Smith** and our port people were there **Roy Davis**, **Manager Gary**, **Mayor Pieper**, and **Gary Milliman** there. **Commissioner Boice** approached **Merkley** on behalf of ONC counties. The sequester amount the BLM arbitrarily did of \$20.4 million they gave counties was \$1.4 million short. We are #7 of 18 counties. On that shared receipt process, it's only \$54k they shorted us. **Boice** absolutely convinced **Merkley** well aware of that. **Merkley** convinced us we will need solicitor's opinion on that from the BLM. BLM ended up taking 57% instead of 50%.
- Will work on priorities workshop.
- Concern on grants Mr Chairman maybe we can consider at a workshop.

Huxley (1:23PM) directed concerns about grant to **Kallstrom** as she is up to date on this process. **Kallstrom** spoke at the podium – There are some grants not budgeted as they're matching , and we hadn't contracted services when budgeting. Don't know if this was looked at in budget process. Most grants have been budgeted correctly.

5. ADJOURN

Huxley adjourned the meeting at 1:24 PM

Respectfully Submitted,

John T. Jezuit

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Brookings Airport Hangar Lease, Huether #1-B**AGENDA DATE^a:** 08-16-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-31-17**BRIEF BACKGROUND OR NOTE^b:** New Lease for Huether 1-B^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Order

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?**Yes** ☐ **No** ☐

(If Yes, brief detail)

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

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Jerry Huether
1548 Stilt St.
Berthoud, CO. 80513

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

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

LESSEE: **Jerry Huether, 1548 Stilt St., Berthoud, CO. 80513**

LEASEHOLD PREMISES: **BROOKINGS AIRPORT HANGAR SITE #1-B**

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

RECITAL:

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

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

SECTION 1. Description of Premises.

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

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

SECTION 2. Initial Lease Term.

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

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$347.43. This rate is reflective of an increase in square footage to .24 plus previously added yearly CPI rates over prior term(s)), for fiscal year 2017-2018 for the square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

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

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

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

SECTION 4. Option to Renew Lease.

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

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

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

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

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

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

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

SECTION 9. Construction or Alteration.

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

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

SECTION 10. Improvements.

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

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

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

SECTION 12. Maintenance.

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

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

SECTION 13. Landscaping.

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

SECTION 14. Fire Prevention.

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

SECTION 15. Destruction of Hangar or Improvements.

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

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

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

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

SECTION 18. Taxes and Liens, and Utilities.

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

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

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

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

SECTION 21. No Assignment Without Consent.

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

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

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

SECTION 22. Subordination to Federal-State Agreements.

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

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

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

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

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

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

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

SECTION 29. Conditions of Default.

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

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

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

SECTION 30. Termination for Default

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

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

SECTION 31. Payment of Costs upon Default.

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

SECTION 32. Termination for Reasons Unrelated to Default

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

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

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

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

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

SECTION 34. Termination for Airport Development.

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

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

SECTION 35. Termination Upon Necessary Closure of the Airport.

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

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

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

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

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

SECTION 38. Holding Over.

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

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

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

SECTION 40. Accrued Rights.

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

SECTION 41. Rights and Remedies Non-exclusive.

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

SECTION 42. Waiver.

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

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 1548 Stilt St., Berthoud, CO. 80513. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

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

SECTION 45. No Employee Relationship.

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

SECTION 46. Identity of Parties.

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

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

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

CURRY COUNTY, OREGON

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date: _____

Sue Gold, Vice Chair

Date: _____

Court Boice, Commissioner

Date: _____

State of Oregon)
) SS
County of Curry)

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

Notary Public for Oregon

My Commission Exp.: _____

LESSEE

BY: _____

Date: _____

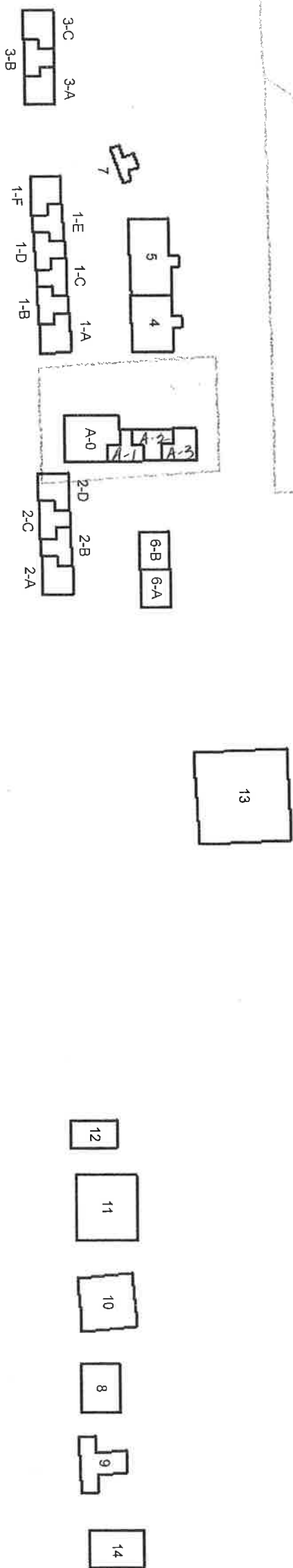
Mailing address: _____

Telephone: _____

Aircraft No. _____ (Number must be documented)

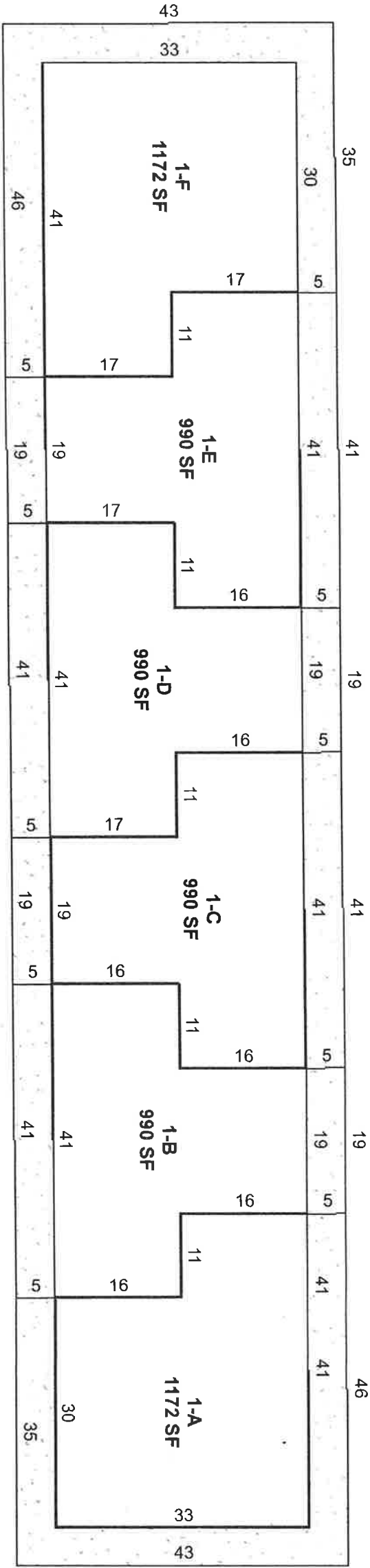
Brookings Airport Hangars Overview

EXHIBIT "A"






Brookings Airport Hangars Building 1

EXHIBIT "A-1"



Legend

-  Apron
-  Hangar
-  Parcels



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1125	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

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

Hangar #1 B

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

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

ORDER NO. _____

WHEREAS, Jerry Huether desires to lease Hangar Site #1-B at the Brookings Airport; and

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

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

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

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

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

DATED this 16th day of August, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Hutt
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Lease Approval for Brookings Airport Hangar #3-C - Woodfin**AGENDA DATE^a:** 08-16-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 08-01-17**BRIEF BACKGROUND OR NOTE^b:** Lease^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Lease

(2)Order

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name: Glenn Woodfin

☒ Send Printed Copy to:

Address: 95629 Cape Ferrelo Rd.

☐ Email a Digital Copy to:

City/State/Zip: Brookings, OR. 97415

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☐ No ☐

(If Yes, brief detail)

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

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Glenn A. Woodfin and Marjorie Woodfin
95629 Cape Ferrelo Rd.
Brookings, Oregon 97415

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

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

LESSEE: Glenn and Marjorie Woodfin, 95629 Cape Ferrelo Rd., Brookings, Oregon 97415

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #3-C

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

RECITAL:

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

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

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1,722 square feet (including a 5' apron around the building) as follows:

Hangar Site #3-C located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

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

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$452.75. This rate is reflective of an increase in square footage to .24 plus previously added yearly CPI rates over prior term(s)), for fiscal year 2017-2018 for the 1,722 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

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

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

Bureau of Labor Statistics (Index).

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

SECTION 4. Option to Renew Lease.

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

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

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

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

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

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

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

SECTION 9. Construction or Alteration.

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

SECTION 10. Improvements.

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

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

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

SECTION 12. Maintenance.

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

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

SECTION 13. Landscaping.

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

SECTION 14. Fire Prevention.

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

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall

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

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

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

SECTION 18. Taxes and Liens, and Utilities.

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

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

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or

discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

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

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

SECTION 22. Subordination to Federal-State Agreements.

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

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

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

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

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

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

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

SECTION 29. Conditions of Default.

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

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

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

SECTION 30. Termination for Default

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

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

SECTION 31. Payment of Costs upon Default.

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

SECTION 32. Termination for Reasons Unrelated to Default

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

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

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

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

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

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to

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

SECTION 35. Termination Upon Necessary Closure of the Airport.

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

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

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

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

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

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

SECTION 38. Holding Over.

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

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

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

SECTION 40. Accrued Rights.

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

SECTION 41. Rights and Remedies Non-exclusive.

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

SECTION 42. Waiver.

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

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 95629 Cape Ferrelo Road, Brookings, Oregon 97415. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

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

SECTION 45. No Employee Relationship.

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

SECTION 46. **Identity of Parties.**

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

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

CURRY COUNTY, OREGON

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date: _____

Sue Gold, Vice Chair

Date:_____

Court Boice, Commissioner

Date: _____

State of Oregon)
) SS
County of Curry)

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

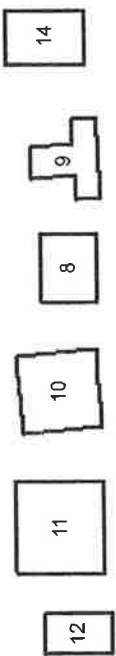
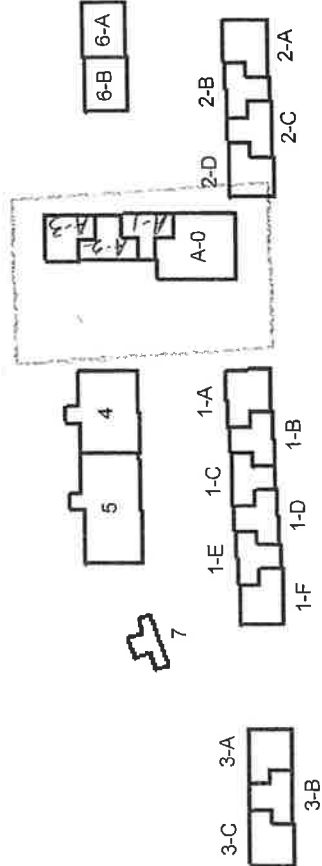
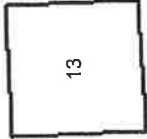
Notary Public for Oregon
My Commission Exp.: _____

LESSEE
BY: _____
Date: _____
Mailing address: _____

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

Brookings Airport Hangars
Overview

EXHIBIT "A"



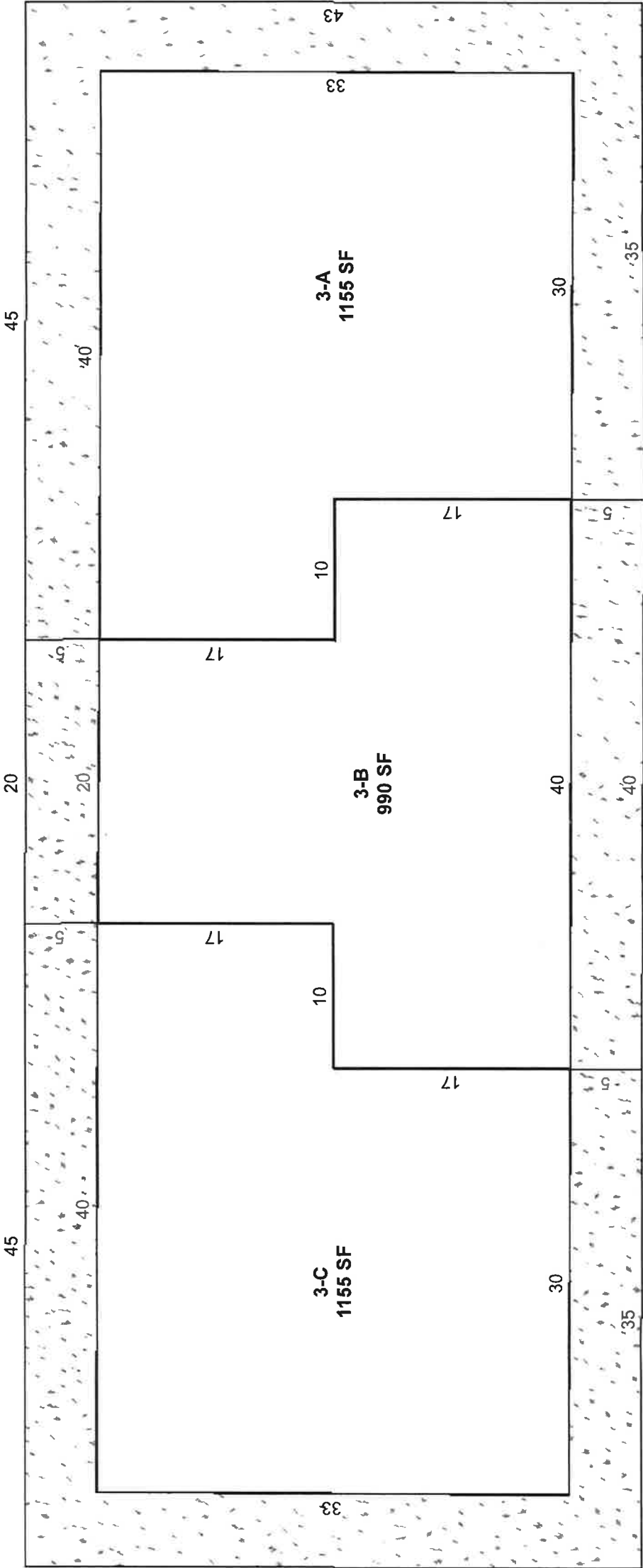
Legend

- Hangar
- Parcels



Brookings Airport Hangars
Building 3

EXHIBIT "A-1"



Legend

- Apron
- Hangar
- Parcels



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO. HANGAR SQ. FT. APRON SQ. FT. TOTAL SQ. FT.

1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1,135	325	1,460
A-3	1,091	460	1,551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport
Hangar #3C**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Hangar Lease with)
Glenn and Marjorie Woodfin)

ORDER NO. _____

WHEREAS, Glenn and Marjorie Woodfin desires to lease Hangar Site #3-C at the Brookings Airport; and

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

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

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

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #3-C at the Brookings Airport with Glenn and Marjorie Woodfin.

DATED this ____ day of _____ 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Huttl
Curry County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error in Order No. 20249**AGENDA DATE^a:** 08-16-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-28-17**BRIEF BACKGROUND OR NOTE^b:** This scrivener's error corrects a document number assigned in error (No. 20249)^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1) Scrivener's Error Order
(2) Order 20249

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐
(If Yes, brief detail)**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)	
A Scrivener's Error in Order No.)	Order No. 20429
20249, Correcting a Scrivener's)	
Error in Resolution No. R2017-11)	

WHEREAS, Order No. 20249 was approved at the July 19, 2017 meeting, correcting a scrivener's error in Resolution Number R2017-11; and

WHEREAS, Upon filing of this Order with the County Clerk, it became known that No. 20249 had been previously issued to another document filed with the Curry County Clerk in 2015; and

WHEREAS, Order No. 20249, approved on July 19, 2017 must have a new number reassigned; and

NOW, THEREFORE IT IS HEREBY ORDERED that Order No. 20249 approved on July 19, 2017 known as an "Order Correcting A Scrivener's Error in Resolution Number R2017-11" is now renumbered as Order No. 20429.

DATED this 16th day of August, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
County Legal Counsel

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

In the Matter of an Order Correcting)
A Scrivener's Error in Resolution)
Number R2017-11)

ORDER NO. 20249

WHEREAS, Resolution Number R2017-11 was approved at The June 21, 1017 meeting, adopting the 2017-2018 Fiscal Year Budget; and

WHEREAS, Resolution R2017-11 references an attached Exhibit A; and

WHEREAS, the attached Exhibit A heading of the document states "2016-2017 APPROVED BUDGET APPROPRIATIONS; and

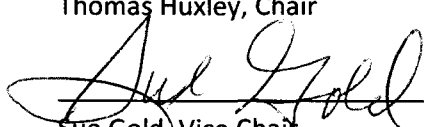
WHEREAS, the Exhibit A should read "2017-2018 APPROVED BUDGET APPROPRIATIONS; AND

NOW, THERREFORE IT IS HEREBY ORDERED that Resolution Number 2017-11 is amended to reflect the newly attached Exhibit A.

DATED this 19th day of July, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS


Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner 7-19-17

Approved as to form:


John Hutt
Curry County Legal Counsel

APPROVED BUDGET APPROPRIATIONS

Tab	<u>ADOPTED</u>							<u>17/18 Total Adopted</u>
	<u>Personal Services</u>	<u>Materials & Services</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Interfund Transfers</u>	<u>Operating Contingencies</u>	<u>Other Expenses</u>	
Board of Property Tax Appeals	3,880	1,264	-	-	-	-	-	5,144
Non-Departmental	-	1,005,000	-	-	-	-	-	1,005,000
Elections	131,925	63,450	-	-	-	-	-	195,375
Treasurer's Office	92,844	16,894	-	-	-	-	-	109,738
Tax Collection	76,704	55,998	-	-	-	-	-	132,702
Assessor	423,787	127,047	4,500	-	-	-	-	555,334
GIS	-	25,127	-	-	-	-	-	25,127
District Attorney	297,119	85,281	-	-	-	-	-	382,400
Recording	168,267	51,701	-	-	-	-	-	219,968
Comm Dev-Planning	78,259	25,224	-	-	-	-	-	103,483
Surveyor	38,937	9,821	-	-	-	-	-	48,758
Sheriff	2,917,412	961,701	-	-	-	-	-	3,879,113
Juvenile	394,388	126,077	-	-	-	-	-	520,465
Emergency	77,637	41,784	-	-	-	-	-	119,421
Solid Waste	19,482	3,133	-	-	-	-	-	22,615
Veterans	75,171	18,603	-	-	-	-	-	93,774
Other Requirements	-	154,526	25,000	-	155,194	115,362	-	450,082
General Fund Total Appropriations	4,795,812	2,772,631	29,500	-	155,194	115,362	-	7,868,499
-								
Commissioners Fund	115,317	8,524	-	-	-	-	-	123,841
Road Department Fund	1,488,193	1,999,507	1,388,000	-	-	250,000	-	5,125,700
Roadside Improvement Fund	-	-	-	-	-	-	-	-
Court Mediation Fund	-	19,500	-	-	-	-	-	19,500
Bike & Footpath Fund	-	7,500	-	-	-	9,460	-	16,960
Clerk's Reserve Fund	-	18,100	-	-	40,000	-	-	58,100
Cornerstone Preservation Reserve Fund	-	-	-	-	35,000	90,000	-	125,000
State Court Security Fund	-	-	232,000	-	-	-	-	232,000
Law Library Fund	12,494	9,506	-	-	-	-	-	22,000
Economic Development Fund	50,796	46,722	-	-	-	-	-	97,518
Sheriff's Special Revenue Funds	740,649	285,380	20,000	-	-	84,344	-	1,130,373
Brookings Airport Fund	-	19,953	135,000	-	8,347	-	-	163,300
Pt Orford Landfill Trust Fund	-	34,961	36,032	-	-	169,007	-	240,000
Towers Maintenance Fund	-	88,347	18,955	-	-	-	-	107,302
County Parks Fund	93,283	90,412	-	-	37,500	10,000	-	231,195
Victims' Assistance Fund	70,654	2,185	-	-	-	-	-	72,839
Child Advocacy/ Crisis Assessment	21,604	51,472	-	-	-	-	-	73,076
County Fair Fund	93,222	258,930	1,000	-	-	-	-	353,152
Community Development Fund	269,361	116,274	2,500	-	-	-	-	388,135

APPROVED BUDGET APPROPRIATIONS

Tab	<u>ADOPTED</u>							
	<u>Personal Services</u>	<u>Materials & Services</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Interfund Transfers</u>	<u>Operating Contingencies</u>	<u>Other Expenses</u>	<u>17/18 Total Adopted</u>
Public Health Fund	20,369	381,893	-	-	-	-	-	402,262
Administrative Services Fund	668,965	465,268	27,194	-	-	-	-	1,161,427
General Services Fund	-	280,099	-	-	-	64,874	-	344,973
Vehicle Replacement Fund	-	3,537	120,098	-	-	-	-	123,635
Road Capital Improvement Fund	-	6,790,989	-	-	2,873,436	-	-	9,664,425
County Lands Fund	-	-	-	-	30,000	-	-	30,000
Cable TV Franchise Fund	-	-	-	-	130,000	-	-	130,000
Cable TV Peg Access Fund	-	-	13,000	-	-	-	-	13,000
Construction Projects Fund	55,541	57,534	82,599	16,710	-	-	-	212,384
Children & Families Fund	-	-	-	-	-	-	-	-
Federal Grants Fund	105,821	395,491	1,400,000	-	-	-	-	1,901,312
State and Other Grants Fund	-	135,000	150,000	-	-	-	-	285,000
General Equipment Self-Insurance Fund	-	41,760	-	-	60,000	-	-	101,760
Road Equipment Self-Insurance Fund	-	1,164,587	-	-	-	-	-	1,164,587
Bridge Lighting Fund	-	300	-	-	-	-	-	300
Unemployment Self Ins Reserve Fund	-	150,934	-	-	127,000	-	-	277,934
PERS Expense Reserve Fund	-	220,000	-	-	-	-	-	220,000
County Schools Fund	-	-	-	-	-	-	400,000	400,000
Title III Reserve Fund	-	840,907	-	-	190,093	-	-	1,031,000
Other Funds Total Appropriations	3,806,269	13,985,572	3,626,378	16,710	3,531,376	677,685	400,000	26,043,990
County Total Appropriations	8,602,081	16,758,203	3,655,878	16,710	3,686,570	793,047	400,000	33,912,489

Footnote: The following is a listing of the budgeted ending fund balances for the 2017-2018 fiscal year. These amounts are a part of the 2017-2018 fiscal year budget, but are not appropriated. There is no spending authority given to "reserve for future expenditure".

Road Department Fund	1,273,665	Roaside Improvement	22,608
Clerk's Reserve	93,000	Economic Development Fund	-
Pt Orford Landfill Trust	75,000	Towers Maintenance Fund	5,522
County Fair Fund	74,248	Vehicle Replacement Fund	63,365
Road Capital Improvement Fund	21,657,740	Cable TV Franchise Fund	-
Total Reserve for Future Expenditure			23,265,148
General Fund Total Resources	7,868,499	Total County Budget for Fiscal 2017/2018	57,177,637
Road Funds Resources	38,908,725		-
Other Non-General Fund Total Resources	10,400,413		

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error in Order No. 20250**AGENDA DATE^a:** 08-16-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-28-17**BRIEF BACKGROUND OR NOTE^b:** This scrivener's error corrects a document number assigned in error (No. 20250)^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1) Scrivener's Error Order
(2) Order 20250

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** 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)	
A Scrivener's Error in Order No.)	Order No. 20430
20250, Correcting a Scrivener's)	
Error in Resolution No. R2017-12)	

WHEREAS, Order No. 20250 was approved at the July 19, 2017 meeting, correcting a scrivener's error in Resolution Number R2017-12; and

WHEREAS, Upon filing of this Order with the County Clerk, it became known that No. 20250 had been previously issued to another document filed with the Curry County Clerk in 2015; and

WHEREAS, Order No. 20250, approved on July 19, 2017 must have a new number reassigned; and

NOW, THEREFORE IT IS HEREBY ORDERED that Order No. 20250 approved on July 19, 2017 known as an "Order Correcting A Scrivener's Error in Resolution Number R2017-12" is now renumbered as Order No. 20430.

DATED this 16th day of August, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
County Legal Counsel

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

In the Matter of an Order Correcting)
A Scrivener's Error in Resolution)
Number R2017-12)

ORDER NO. 20250

WHEREAS, Resolution Number R2017-12 was approved at the June 21, 2017 meeting, reallocating appropriations between categories in the 2016-2017 fiscal year budget; and

WHEREAS, Resolution R2017-12 references an attached Exhibit A; and

WHEREAS, the attached Exhibit A under Total Materials and Services, Debt, Capital, Transfers has a line item of 1.10-419.15-491.06-000-00 (Tran to Airport-Grants) which is the wrong number and should be number 1.10-490.10-491.06-000-00; and

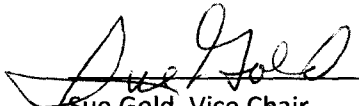
WHEREAS, the new Exhibit A is incorporated as referenced; and

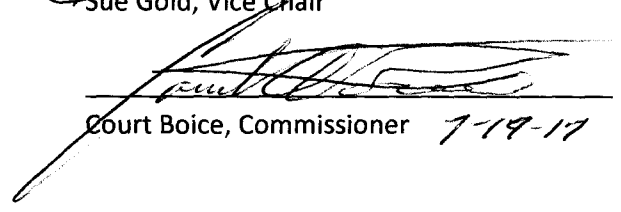
NOW, THEREFORE IT IS HEREBY ORDERED that Resolution Number 2017-12 is amended to reflect the newly attached Exhibit A.

DATED this 19th day of July, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS


Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner

Approved as to form:


John Hutt
Curry County Legal Counsel

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: Gen Fund / Airport Grant

Department: Gen Fund / Airport Grant		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
-311.10-000-00				-
1.30-419.88-391.12-000-00	Trans In-Gen Fund-Other Requirement	18,627	70,000	88,627
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	18,627	70,000	88,627
Personal Services				
-490.00-110-00	Sal-Regular	-	-	-
-490.00-120-00	Sal-Irregular		-	-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins	-	-	-
-490.00-214-00	Ben-Life Ins	-	-	-
-490.00-220-00	Ben- FICA 7.65%	-	-	-
-490.00-230-00	PERS-County	-	-	-
-490.00-235-00	PERS-Employee	-	-	-
-490.00-260-00	Ben-Workers Comp	-	-	-
-490.00-290-00	Ben-OR W/Comp Assessment	-	-	-
	Total Personal Services -	-	-	-
Materials & Services				
-490.00-	Pro Services-Training & Ed		-	-
-490.00-	Other Services-Emergency		-	-
1.10-413.90-490.00-615-00	Other Materials & Supplies	107,677	(88,627)	19,050
-490.00-	Travel-Meals & Lodging		-	-
-490.00-	Travel-Mileage Allowance		-	-
1.30-419.88-490.00-615-00	Other Materials & Supplies		-	-
-490.00-	Supplies-Non-Capital		-	-
-490.00-	Other Supplies-Comfort Kits		-	-
-490.00-			-	-
-490.00-			-	-
-490.00-			-	-
	Total Materials & Services	107,677	(88,627)	19,050
Debt, Capital, Transfers				
1.10-419.10-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
1.30-419.88-490.00-725-14	Capital Outlay	170,116	70,000	240,116
-490.00-745-00	Capital Outlay			-
1.10-490.10-491.06-000-00	Tran To Airport-Grants	-	88,627	88,627
-491. - -00	Tran To			-
-492. - -00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	277,793	70,000	347,793
Total Change should = 0 >> -				
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By Louise Kallstrom		Date 6/13/2017		
Elected Official				
or Department Head Corrected by Julie Swift		Date 7/5/2017		
Approved By		Date		
Liasion Commissioner		7/25/17		
		Supp #8		

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error in Order No. 20251**AGENDA DATE^a:** 08-16-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 2 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-28-17**BRIEF BACKGROUND OR NOTE^b:** This scrivener's error corrects a document number assigned in error (No. 20251z0)^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Scrivener's Error Order

(2)Order 20251

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** 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)	
A Scrivener's Error in Order No.)	Order No. 20431
20251, Correcting a Scrivener's)	
Error in Order No. 20251)	

WHEREAS, Order No. 20251 was approved at the July 19, 2017 meeting, correcting an error in an oral motion adopting a zoning ordinance; and

WHEREAS, Upon filing of this Order with the County Clerk, it became known that No. 20251 had been previously issued to another document filed with the Curry County Clerk in 2015; and

WHEREAS, Order No. 20251, approved on July 19, 2017 must have a new number reassigned; and

NOW, THEREFORE IT IS HEREBY ORDERED that Order No. 20251 approved on July 19, 2017 known as an "Order Correcting an Error in an oral Motion Adopting a Zoning Ordinance" is now renumbered as Order No. 20431.

DATED this 16th day of August, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
County Legal Counsel

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

In the Matter of an Order)
Correcting an Error in an oral Motion)
Adopting a Zoning Ordinance)

ORDER NO. 20251

WHEREAS, on June 21, 2017 the Board of Curry County Commissioners adopted, by oral motion, Ordinance Number 17-01, a number that had been preassigned at time of submittal, for the Zoning Ordinance Amendment 2017.01, Repeal and Replacement of Curry County Zoning Ordinance Article IV, Section 4.050, Access Management; and


WHEREAS, prior to filing of Ordinance number 17-01, it was discovered that number 17-01, had already been assigned to Ordinance "Creating the Office and Position of Curry County Administrator and adding article one division seventeen", following the general meeting on June 7, 2017; and

WHEREAS, Zoning Ordinance Amendment 2017.01, Repeal and Replacement of Curry County Zoning Ordinance Article IV, Section 4.050, Access Management had not yet been filed after the general meeting on June 21, 2017; and

NOW, THEREFORE IT IS HEREBY ORDERED that this Order corrects the oral motion made to Zoning Ordinance Amendment 2017.01, Repeal and Replacement of Curry County Zoning Ordinance Article IV, Section 4.050, Access Management on June 21, 2017 with the preassigned number and now and assigns Number 17-03 in its' place.

DATED this 19th day of July, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS


Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner 7-19-17

Approved as to Form:


John R. 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**AGENDA ITEM TITLE:** All Care Curry County Project Proposal Presentation ...**AGENDA DATE^a:** 8-16-17 **DEPARTMENT:** **TIME NEEDED:** 30 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 541-661-6150 **TODAY'S DATE:** 8-9-16**BRIEF BACKGROUND OR NOTE^b:** CC BOC consideration of Curry projects for recommendation to All Care Community Grants.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)All Care Proposals

(2)

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

(If Yes, brief detail)

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

(If Yes, brief detail)

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

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

Comment:

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

Comment:

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

(If Yes, brief detail)

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 ☐

Following is a preliminary list of where we agreed the ALL CARE Funds might eventually be dispersed. Each of you will have up to 3 minutes to present your project to the CC BOC, general meeting on August 16th.

With approval and as I understand, the BOC would then send to the All Care for final Board approval.

This again is a 'rough draft' ... Of course subject to amendments and collective additional input. Thanks for all your work, good insight and our united effort... ! Trost, yes; you should always check my math.

Housing – Homeless Volunteer Workshop...Curry All Care funds -- \$ 98,000*

\$ 20K OASIS -- (Leah Sevey) Shelter Housing
\$ 20K Portable Shower -- (Jay Trost) Curry Community Public Shower
\$ 5 K ORREC -- (Kitty Bunten) Housing Education
\$ 5 K VVA Veterans -- (Jim Newman) Housing Veteran Needs
\$ 5 K SSVF Veterans -- SSVF (David Hubbard) Housing Veteran Families
\$ 5 K Curry County SCDC -- (John Hitt) Housing Assessment with City of Brookings
\$ 5 K ORCCA -- (Mike Lehman) General Curry Housing Needs
\$ 5 K Curry Homeless Coalition -- (Beth Barker-Hidalgo) General Curry Housing Needs
\$ 5 K Beyond Rejection -- (Jim Johnson) Expenses, Transient Emergency Shelter
\$ 4 K City of Brookings -- (Gary Milliman) Assist with Housing Assessment
\$ 10K* Curry County -- (Court Boice) All care funds to be held in reserve

[* General amount is rounded and depending on final? ...]

TO: Court Boice Curry County Commissioner

FROM: Lauren Paulson

DATE: JUNE 12, 2017

Re: REHOME

=====

I recommend that Curry County convene a power-house group to revitalize this worthy endeavor; to provide Curry County citizens with the ReHome program's objectives.

REHOME AND CURRY COUNTY

Bonafides— Lauren Paulson is the Proponent. The Proponent has lived full time in a:

- Single-wide 1968 tin manufactured home
- Triple-wide new, high-end Fuqua manufactured home
- 1979 double-wide manufactured home in medium condition located in Timber Estates in Brookings, Oregon where Paulson presently lives.

EXECUTIVE SUMMARY

“A page of history is worth a volume of logic”. The tortured path the ‘ReHome’ project has taken appears to have been diverted from Curry County to Lane County; specifically the City of Springfield.

The letter to former Commissioner Susan Brown gives a current snapshot of the status of ReHome in Curry County. Nowhere.

ISSUE

Is there an opportunity to upgrade the inventory of manufactured homes in Curry County Oregon.

ANSWER

Yes. There is a powerful opportunity here largely because of the extensive inventory of need at every level.

DISCUSSION

2007 to 2016 — NeighborWorks receives \$2 billion in Congressional Appropriations. NeighborWorks brochure states it is a housing developer.—

2012 — Curry County is awarded a small grant as part of a study to assess potential health impacts of the the Housing Stock Upgrade Initiative.

2013 — Curry County Economic Development reported the health dilemma in a comprehensive ‘Housing Stock Upgrade Initiative’ under a ‘Health Impact Assessment’ (HIA) from 2012. This comes from a **2013** forty (40) page detailed assessment of the Curry County problem.

2013 — In conjunction with Oregon Solutions, Curry County Commissioner David Itzen issued a **Declaration of Cooperation** with Christine Stallard of the Coos-Curry Electrical Co-op. This document is signed by a broad array of local and other stakeholders.

There is a very poignant YouTube feature on what it meant to one couple to be saved by the ReHome program with Arthur Chaput being interviewed about ‘patience’. NeighborWorks Umpqua is awarded a \$450,000 grant from Meyer Memorial Trust (MMT) to launch the program for 3,000 county residents according to an executive summary of the program. MMT has committed \$1.5 million to the overall Curry County project.

2014 — Arthur Chaput, Housing Rehabilitation Supervisor, NeighborWorks Umpqua sends a letter dated May 6, 2014 to Curry County homeowners announcing the Manufactured Home Replacement Program. The letter states they have “....received grant and loan funds to make this work”. The letter states they

“...have already helped several homeowners in (the) area begin the process of replacing their homes and may have funding available to help you too.”

2015 - Curry County Commissioners report the first ReHome manufactured home which “roll(s)” into town. “The project, an Oregon Solutions program, is now being considered as a model for statewide expansion” according to the report. As of 2015, three replacement projects are currently in progress and another three

are in pre-qualification stage. The goal is to replace 25 homes in Curry County according to the report.

2015 — Curry County's Health Impact Assessment (HIA) (as part of ReHome) was one of two HIA's to be so recognized for excellence.

2015 — Paulson attends a Senator Jeff Merkley Town Hall meeting in Gold

Beach and
asked
about the
ReHome
project in



conjunction
with the issue of continuing home

foreclosures. The Seattle Times reports that Warren Buffet's manufactured home subsidiary, Clayton Homes is taking advantage of the poor and minority populations when purchasing manufactured homes.

2015 — Paulson outlines his own ReHome deck project entitled “Senior Wildlife”; a \$200 community deck renewal project.

SENIOR WILDLIFE

Or How I Got a \$200 Deck

The tortured search for a manufactured home I could afford was over. I was painting the horrid dark paneling in every room with an equally horrid job of hospital white. With help from Jim, a Senior and grade school chum.

My next task was huge. All the razzmatazz about help for veterans turned out to be an incredible bureaucratic con-job. No help there.

Two of my neighbors were immediately friendly. I learned a long time ago to be wary of overly-friendly people. Happily, that caution was unnecessary here.

Soon we were talking decks. More than I could afford. Where is that white knight? The local paper was carrying information about ‘ReHome’. An opportunity to fix-up your tired old manufactured home or.....an opportunity to buy something affordable and put it somewhere. But where?

My information loop about 'ReHome' is complete, but more about that later. Right now.....about my \$200 deck.

The deck 'confronted' a main Senior Estate Park road. In other words it was conspicuous. I found out from the former owner that her husband had built this deck-of-fir over thirty years ago; nary a coat of paint or stain in all that time.

Two of my favorite neighbors soon were talking practical deck upgrades to this weathered old thing; when my other kind neighbor showed up with just enough new-old 2' x 6' weathered replacements for the rotted out boards. In an eye-blink he was ripping up the bad ones. In an afternoon (one in which I was pained to keep up with him), the deck was ready for stain or paint.

That friendly Ace hardware man turned out to be a knowledgeable woman who sold me what I call 'reused' stain for half off. Reused paint is really mismatched or other 'opps' gallons of paint sold at a discount. By the time my snazzy stain-job was done, another neighbor (now four—count) was trundling down the road from another direction with a huge bundle of staves for blocking out the view from the Senior Estate main road. Wow. A perfect accessory to the existing handrail outlined 2'x4' framing just renewed.

A week later neighbor #2 was mending the 10' x 20' of hand railing. Another Senior I was challenged to keep up with. My only remaining task — to paint the renewed hand railing a mystic color of green.....you guessed it.....with reused paint from that helpful hardware woman. Again.

2015 — NeighborWorks partners with the City of Springfield Oregon to create a ‘Model Tool Kit’ for manufactured home owners when they face [park closure](#).¹

2016 – NeighborWorks reports on the difficulty of financing a replacement manufactured Home:

Lauren,

The short answer is that mobile homes built before 1976 are nearly impossible to finance, and the ReHome program does not currently have access to any product that might finance one.

The longer answer:

Before 1976, mobile homes were primarily regulated as cars or Recreational Vehicles. In June of that year, Housing and Urban Development published the first-ever building code for mobile homes. Homes built after '76 are built to that code and are often called “HUD Homes” or “HUD-Code Homes.” Fannie Mae and Freddie Mac have, over the ensuing decades, decided to adopt the HUD regs; they (generally) no longer purchase mortgages for pre-HUD mobiles, meaning that there is almost no secondary market for these loans. If a bank wants to loan on a pre-HUD home, they must “portfolio” the loan, keeping it in-house.

Since banks make most of their money these days by bundling/ securitizing thousands of loans and selling them, portfolio mortgage products are rare. Most federal agencies that make loans have adopted the '76 rule as well, including the USDA's Rural Housing Service.

¹ <http://orsolutions.org/projects/ManufacturedHomeCollaborative>

The Veterans Administration **does not** require that the loans it secures be for a HUD-code home. The problem is, though, that the VA is not itself a lender; it guarantees loans made by private banks. Bank mortgage products must meet minimum standards set by the VA (mortgage rates, underwriting guidelines, etcetera), but banks are free to overlay their own restrictions as well. Nearly all large, FDIC-insured banks have adopted the rule about HUD-code homes. A few small community banks and credit unions have different rules, but these are not common. I do know that NorthWest Community Credit Union recently started offering a manufactured home loan product; I am not certain what the terms are.

By far the largest lender on manufactured homes is Berkshire Hathaway, mostly through their subsidiary “Vanderbilt Mortgage.” A competitor, “21st Century Mortgage”, is also active in this space. Both offer chattel loans (meaning that their loans are not real estate loans, but personal loans, like you might get for a car). Both are willing to loan on pre-'76 homes. **These loan products tend to be high-interest, high fee, and short term.** I suggest you read this article before signing any sort of agreement with either company or any of their competitors: <http://www.seattletimes.com/business/real-estate/the-mobile-home-trap-how-a-warren-buffett-empire-preys-on-the-poor/>

One option that I have seen work: Get a loan to buy the property, and have the seller throw in the home itself for free. This works only if the home has never been de-titled (and it almost certainly has not). Getting the bank to loan \$150ish on “bare land” might be tough, but it could work.

Sorry, Lauren. I wish I had better news. On a smaller property, it might be possible to help you package a loan for the land and for a new home...but I know from experience that placing a new double-wide on the land would cost \$120,000 at the very least, and a new single-wide—while cheaper, at around \$80,000—would be unlikely to appraise well

enough to cover the loan. If we do that, we're entering very expensive territory indeed.

We do have a homeownership counseling program that can help you examine your options. They'll sit with you and explore what loan products might be available, what price range might be doable, and then what down payment assistance programs are out there. None of this is instant, though. The program does take time. If you are interested in learning more about that I'd be happy to connect you with the right person.

-Arthur

Arthur Chaput | Director of Housing Rehabilitation

NeighborWorks Umpqua

Building Homes, Building Communities, Building Lives | nwumpqua.org

605 SE Kane Street | Roseburg, OR 97470 | 541-673-4909 |

achaput@nwumpqua.org

2016 — Paulson reports to Curry County Commissioner Susan Brown on potential ReHome sites in Harbor, Oregon:

Saturday, June 25, 2016

Susan Brown
Curry County Commissioners
Gold Beach, Oregon

Hi Susan:

Yes, your memory is accurate.

The specific Harbor manufactured home park of which I spoke is:

Gustafson Lane
Annex Trailer Park

16145 Gustafson Ln
Brookings, OR 97415

Arthur (from NeighborWorks) and I visited there last year. Here are some particulars:

The property is located directly north of and adjacent to the Sea View Senior Home. There are three inhabited, but decrepit manufactured homes there, but room for probably 40+ more. Some utilities are in, but hard to tell. Across the other side of Gustafson is a row of RV units that are in place for years. One intriguing unit is a doublewide that is 'new' in the sense it has never been lived in, but is probably 3 or more years old. Apparently, it belonged to the manager's sister who has abandoned it. (It is now occupied and sort-of fixed-up.)

Arthur and I talked to the manager who lives in one of the three units. He gave us some additional information.

The property is owned by people in California. They may have gotten discouraged because one of the units burned down several years ago. The property is mowed, but otherwise in static condition.

The property is visible on google maps.

I live nearby in Timber Estates. You are probably familiar with Driftwood Estates next door to me.

Since I have lived here, I have walked or ridden my bike all around Harbor. There are a ton of manufactured homes in various parks and wanna-be parks—all in splendid disarray.

Here is what I have learned about manufactured housing; having lived in a tin single-wide, an aging double-wide and a plush triple-wide. It is remarkable how resilient they are.

Susan — Let me know if there is anything I can do. I am committed to the ReHome concept. I think it has unlimited possibilities. Then there is the Coop concept. My park is a prime candidate for that question.

Regards, Lauren

2016 — South Coast Umpqua Oregon Regional Solutions Advisory Committee reports on [“Active Project Status Reports”](#) including the Curry County ReHome project.

“Project is ongoing but RS engagement is largely complete.”

Ten (10) units have been rehabilitated and three (3) have been replaced.

2017 — NeighborWorks status report on Curry County ReHome Project:

From: Lauren Paulson [<mailto:laurenjpaulson@gmail.com>]
Sent: Monday, May 15, 2017 11:39 AM
To: Arthur Chaput <achaput@nwumpqua.org>
Cc: CourtBoice@yahoo.com
Subject: Housing

You last wrote me a comprehensive response to why nothing is working on manufactured homes and the Curry County ReHome project. I have two questions:

1. With NeighborWorks being a \$2 billion entity, where is the grant money from NeighborWorks for Curry County? (...and by the way where is the Warren Buffet/Clayton Homes grant money.....??)
2. How does the Springfield effort match what would be possible in Curry County?

T19. New Leadership for Manufactured Home Parks: Report out from Springfield Manufactured Home Park Collaborative— This is from the 2016 OON conference on Industry Support.

Room F149

Lauren Paulson
541-412-1390
laurenjpaulson@gmail.com
bulletinsfromaloha.org

Hi Lauren,

Good to hear from you.

I wouldn't say that "nothing is working" in Curry County or on ReHome—in fact, just last week one of our ReHome Oregon clients had a new manufactured home delivered! Another ReHome client is, with our help, replacing his old double-wide with a site-built home, and construction is nearly complete. Last year in Curry County we rehabilitated nearly two dozen manufactured homes. So some things are working. I would agree, though, that solving the problem of older manufactured housing stock is difficult, and that we haven't figured out a complete solution yet. (Neither has anybody else). Housing affordability in general is problematic throughout the State, and we know that that is especially true in Curry County, where supply is constrained by a number of factors. I've cc'd Stacey Daniel here, as I think that she can share with you some statistics about housing development trends in rural Oregon (if you wish).

Starting with question #2:

2. The Springfield effort was an attempt to think through what happens when a manufactured home park closes, and how Cities and Counties can both prepare for and respond to such an event. Park closures can occur for many reasons—owner sells for redevelopment into another land use; D.E.Q. shuts the park due to sewer system failure; financial troubles; etcetera—and that sudden loss of affordable housing stock can be extremely difficult both for the impacted residents and for a City's broader housing market. The City of Springfield is watching itself be redeveloped, as Eugene residents move to Springfield looking for less expensive housing. There are several manufactured home parks within Springfield's City limits, and City leadership convened this group to get out in front of any problems and plan for (or plan to prevent) future park closures. The end result of the work group was a toolkit that we hope other communities will adopt, think through, and adapt. The full toolkit can be found here: <http://www.oregon.gov/ohcs/CRD/mcrc/docs/Manufacture-Home-Park-Solutions-Collaborative-Local-Agency-Toolkit.pdf>

*Note that this Springfield Collaborative was a planning effort only. That group didn't purchase any parks or home, and didn't spend any money (beyond a few bucks for a grad student to format the document). Curry County and the cities therein absolutely could adopt this toolkit and think through the issues, and NeighborWorks Umpqua would be happy to be a part of that effort. One commitment that we've made is to help any community in our service area work through this toolkit, if community leadership decides to do so.

Question 1:

NeighborWorks America is a congressionally-chartered nonprofit. Their official name is the Neighborhood Reinvestment Corporation. Their fiscal year 2017 federal appropriation was \$140,000,000; nowhere close to \$2 billion. According to Neighborworks America, each dollar of congressional appropriations is leveraged 91:1, meaning that each local NeighborWorks Affiliate spends \$91 of their own money for every \$1

that NeighborWorks America spends. NeighborWorks America has approximately 250 local affiliates, representing all 50 states and Puerto Rico. From their budget justification report for this year:

In FY 2015, NeighborWorks America and its network assisted 355,900 families with their housing needs, including creating 21,700 new homeowners, owning and managing 132,600 units of affordable rental housing, and providing counseling and education to 110,400 families buying a home and/or preserving a home. As the premier mission-driven trainer for the community development field, NeighborWorks issued 20,500 training certificates to community development professionals in almost 2,900 organizations. NeighborWorks America also administered the National Foreclosure Mitigation Counseling (NFMC) Program, which has funded foreclosure counseling for more than 1.9 million at-risk homeowners as of the end of December 2015. Through this work, NeighborWorks America and its network supported and preserved an estimated 30,130 jobs in FY 2015.ix

You can view the rest of that report here: http://www.neighborworks.org/Documents/AboutUs_Docs/PublicPolicy_Docs/BudgetJustification_Docs/FY2017BudgetJustification.aspx

NeighborWorks Umpqua is a private, independent nonprofit that is part of the NeighborWorks Network (1 of the 250) and uses the NeighborWorks name for branding purposes. We do receive some funding from NWA, but like the other affiliates, we leverage it heavily: We own and operate 568 units of rental housing. Last year, we rehabilitated 49 homes (the majority of which were in Curry County). We recently counseled our 1,000th foreclosure prevention customer, and we operate the State's Individual Development Account matched-saving program in 11 counties (including Curry).

We have eighteen rental units in Curry County, and would love to develop more, but we're facing the same issues that all other housing developers do (namely the trifecta of low local wages, high land costs, and high labor costs). We recently hired a new Director of Real Estate

Development, and are hopeful that he'll be able to help us come up with some creative approaches that will increase our development capability, in Curry County and throughout the rest of Southern Oregon. Our 2017-2021 Strategic Plan lays out our goal to develop at least 500 new rental units, and 100 new single-family for sale units. Some proportion of this will be in Curry County, and some proportion will be manufactured housing replacements.

I am not aware of any grant money from Warren Buffet or Clayton Homes.

Happy to talk through this more, with you or with the Commissioner, at any time.

-Arthur

Arthur Chaput | Director of Resource Development

NeighborWorks Umpqua

Building Homes, Building Communities, Building Lives | nwumpqua.org

605 SE Kane Street | Roseburg, OR 97470 | 541-673-4909 |

achaput@nwumpqua.org

=====End
of Proponent Paulson ReHome Report to Court Boice,
Curry County Commissioner June 12, 2017

AllCare Health
SPONSORSHIP OR DONATION APPLICATION

AllCare Health proudly works to support innovative, community-based projects that seek to affect the health of our community. We ask that you please fill out the following application with as much detail as possible. For more information regarding funding criteria and priorities, please contact the indicated AllCare team member for details.

Please be sure to indicate the date you need a response by. If not indicated, allow 30-60 days for a response to your request. AllCare Health may require more information before approving funding requests.

Submit this completed form to **both** the Community Engagement & Investment Team member with whom you have been working and Sam Engel at sam.engel@allcarehealth.com. You can also call 541-471-4106 ext. 8215 for more information.

<u>Name of Project or Event</u>		
Brookings Harbor Housing Needs Assessment		
<u>Provider, Vendor or Agency Name</u>		<u>Tax ID / EIN #</u>
City of Brookings and South Coast Development Council		93-6002703
<u>Contact Information</u> John Hitt, SCDC, 541-266-9753, john@scdcinc.org Gary Milliman, City Manager, 541-469-1101, gmilliman@brookings.or.us		
<u>Date of Request Submission</u>	<u>Amount Requested</u>	<u>Date Response Need By</u>
08/01/17	\$4,000	
	<u>Non-Monetary Request</u>	<input type="checkbox"/> Check if Urgent (less than 2 weeks)
<u>Description of the Project or Event and Purpose of the Request</u>		
Contract with South Coast Development Council for preparation of a Housing Needs Assessment for the Brookings Harbor area (97415 zip code)		
<u>County(s) Served by your Organization or Project</u>		<u>Project Focus & Contact</u>
<input checked="" type="checkbox"/> Curry <input type="checkbox"/> Southern Douglas <input type="checkbox"/> Jackson <input type="checkbox"/> Josephine <input type="checkbox"/> OTHER: _____		Have you already discussed your request with AllCare Health staff? Yes <input type="checkbox"/> : Whom? _____ No <input checked="" type="checkbox"/> : What is your project focus? <input type="checkbox"/> Oral Health <input type="checkbox"/> Health & Education <input type="checkbox"/> Health & Social Service <input type="checkbox"/> Behavioral Health <input type="checkbox"/> Health & Wellness <input type="checkbox"/> Health & Food <input type="checkbox"/> Health & Housing Integration <input checked="" type="checkbox"/> Other <u>Housing</u>
<u>New or Continuing Funding Request</u>		<u>Website/Social Media</u>
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation Years Previously Funded: _____		

Background on Requesting Organization

Mission: Provide municipal services and promote community development

History, Capacity, and Demographics: City was incorporated in 1951 and provides full range of municipal services. Has administered numerous grants

Statement of Need: Community is experiencing significant housing shortage by anecdotal reports. Documentation of housing needs is needed to develop strategies to address problem.

Are you an equal opportunity employer and provider? If no, please explain: Yes

Publicity and/or Sponsor Recognition

Project Outline

Brief Project Description with Service Area and/or Focus Population: Assess housing needs of the 97415 zip code area generally known as Brookings Harbor.

Project Activities: Evaluate housing needs at all economic levels.

Proposed Outputs: Housing needs assessment document

Proposed Outcomes: Document housing needs to attract private and public investment for the construction of new housing.

Specific Connections to Health: Current shortage of affordable housing and jobs is financially overburdening low/moderate income residents; poor housing conditions for low income residents. Housing construction will raise family incomes and access to health care.

Reporting

Are you able to provide information about the outcomes of the project or event? ☒ Yes ☐ No

If yes, please list outcomes that will be provided.

Note: This can be either qualitative or quantitative and pictures are welcomed.

Housing Needs Assessment document

Budget Detail and Narrative

Please provide a detailed budget in a separate Excel document and explain your plan for cost allotments during the project.

Are there other entities contributing to the funding this project? ☒ Yes ☐ No

If yes, please list the other contributors, their funding amount, and time frame that funding will be available.

If the current proposal is for a long-term project or event, what sustainability plan is in place for stable funding?

FOR INTERNAL USE ONLY

PREVIOUS FUNDING	<u>Year(s):</u> <u>Amounts(s):</u>			
INVESTMENT METHOD	<u>Line of AllCare Business to Which the Current Request is Being Made:</u> <input type="checkbox"/> Coordinated Care Organization (CCO) <input type="checkbox"/> AllCare Health Management Services (AMS) <input type="checkbox"/> FLEX Funding (FLEX)			
STRATEGY	<input type="checkbox"/> Housing <input type="checkbox"/> Education <input type="checkbox"/> Community Engagement			
PAYMENT SCHEDULE	1Q	2Q	3Q	4Q

ACE-IT RECOMMENDATION	<u>Signature:</u>	<u>Date:</u>
<input type="checkbox"/> Fund <input type="checkbox"/> Do Not Fund*		
<u>*Explanation:</u>		

MANAGEMENT APPROVAL <i>Doug Flow</i>	<u>Signature:</u>	<u>Date:</u>

HOUSING NEEDS ASSESSMENT BUDGET

City of Brookings	\$4,000
Curry County (AllCare)	\$4,000
Brookings Harbor Board of Realtors:	\$2,000
U.S. Borax Corp:	\$5,000
TOTAL:	\$15,000

AllCare Health
FUNDING APPLICATION

AllCare Health proudly works to support innovative, community based projects that seek to affect the health of our community. We ask that you please fill out the following application with as much detail as possible. For more information regarding funding criteria and priorities, please contact the indicated AllCare team member for details.

Please be sure to indicate the date you need a response by. If not indicated, allow 30-60 days for a response to your request. AllCare Health may require more information before approving funding requests.

<u>Provider, Vendor or Agency Name:</u>		<u>Tax ID / EIN #:</u>
Oasis Shelter Home, Inc.		93-1030730
<u>Contact Information:</u>		
Oasis Shelter, PO Box 932, Gold Beach, OR 97444		
Lea Sevey, Executive Director, 541-425-5238 or email lea.s@oasisshelterhome.org		
<u>Date of Request Submission:</u>	<u>Amount Requested: \$20,000</u>	<u>Date Response Needed:</u>
Oct. 1, 2017	<u>Or, non-monetary request:</u>	<input type="checkbox"/> Check if urgent (less than 2 weeks)
<u>Division(s) of AllCare to Which the Current Report is being Submitted:</u>		
<input type="checkbox"/> Oral Health Integration (Send to: Laura McKeane, laura.mckeane@allcarehealth.com) <input type="checkbox"/> Health & Education Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input checked="" type="checkbox"/> Health & Social Service Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input type="checkbox"/> Behavioral Health Integration (Send to Lana McGregor, lane.mcgregor@allcarehealth.com) <input checked="" type="checkbox"/> Health & Wellness Programs (Send to Kari Swoboda, kari.swoboda@allcarehealth.com) <input type="checkbox"/> Health & Food Integration (Send to Sam Engel, sam.engel@allcarehealth.com) <input checked="" type="checkbox"/> Health & Housing Integration (Send to Sam Engel, sam.engel@allcarehealth.com)		
<u>County(s) AllCare Serves for Which the Current Request is Being Made:</u>		
<input checked="" type="checkbox"/> Curry <input type="checkbox"/> Southern Douglas <input type="checkbox"/> Jackson <input type="checkbox"/> Josephine <input type="checkbox"/> OTHER: _____		
<u>New or Continuing Funding Request:</u>		<u>Timeframe for Project:</u>
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation # of Years Previously Funded: _____		2017 Oct – 2018 Sept

Publicity or recognition (include here or attach supporting documentation):

If granted, we will publicly recognize All Care through a banner on our social media page, on our website and through community partner meetings, community presentations and through discussion with the local housing service sectors.

Background on Requesting Organization:

Mission:

“Through shelter, education, and advocacy, we empower victims of domestic violence, sexual assault, and resulting homelessness to achieve a life free from abuse.”

History, Capacity, and Demographics:

History:

Oasis Shelter was granted nonprofit status in 1992. The shelter opened to receive its first clients in 1995. Oasis serves all of Curry County to assist domestic and sexual violence victims as well as those who have suffered: elder abuse, child abuse (as coupled with domestic violence), dating violence, and human trafficking. In addition to our emergency shelter we have an extensive outreach program and operate a nationally listed 24-hour crisis hotline. Oasis Shelter is the only domestic violence emergency shelter from Coos Bay, Oregon to Crescent City, California and the only ‘safe house’ (confidentially located) shelter from Coos Bay to Eureka, California. The Oasis shelter has 14 beds with 2 full bathrooms, 2 full laundry rooms and a playroom equipped with toys and games. Oasis recently was donated the city property that the shelter resides on. Since 1997 (when statistics began being collected) Oasis has received over 30,000 calls on our hotline.

Capacity:

In 2016 we provided shelter to 144 victims with an average stay of 54 nights for a total of 3000 bed-nights. If we were full every day within a year the bed-night count would be 5110 filled beds. Oasis counts ‘capacity’ as the ability to serve those residing within the shelter at a level in which minimum assistance for change can be effected. We do not turn victims of IPV (Interpersonal Violence) away if we have available beds, but we do explore other options with every potential shelter client because we believe that an emergency shelter should be an option for folks who have no other options. We offer a whole array of services that are designed to assist our shelter residents in becoming independent again.

Demographics:

Our primary service area is Curry County, Oregon, however we do work with shelters from around the state (and northern California) to assist victims in a variety of ways (such as moving them to a shelter where their safety may be greater). We serve all racial and ethnic groups, and all social-economic groups. Our shelter houses those with the greatest need (few to no other resources available to them). We serve children and we serve men.

Statement of Need:

The Problem: Our community, like most around Oregon and around the country, is facing a housing shortage. With this shortage brings a competition for properties which in turn drives up rental prices. In a report from 2014 it showed that the rental cost for a 1-bedroom apartment in our region cost \$733/month which is more than any other region in the state. Furthermore, the hardest hit demographic are those individuals who are financially struggling, which makes finding decent living conditions (safe, clean, affordable) even more difficult. This added to the fact that landlords can require a credit score in the 700s has made many of our working poor homeless or couch surfing. In addition, a recent survey of domestic violence emergency programs revealed the number one issue facing our clientele today is housing.

The Domestic Violence – Homelessness Connection:

Half of all women and children who experience homelessness are fleeing a domestic violence situation. In 2010 there was an estimated homeless population of 17,310 people in Oregon. In rural areas homelessness is often the result of a lack of

affordable housing, while in metropolitan areas affordable housing can be more available but there are often long waiting lists. This forces women who are fleeing violence to choose between abuse and living on the street, which can often lead to more abuse. Those that choose shelter as a transition away from abuse are often wait-listed as well.

The ACLU reports that many women are trapped between violence and homelessness due to an unwritten policy that many landlords have adopted. Becoming increasingly popular is the 'zero tolerance for crime' rule that penalizes victims of domestic violence and thus encourages victims to not call law enforcement for assistance. www.aclu.org

A study revealed that 60% of homeless women surveyed had experienced abuse as a child and 63% experienced domestic violence (also called intimate partner violence) as an adult. (National Coalition Against Domestic Violence, www.nationalhomeless.org).

Brief Project Description with Service Area and/or Focus Population:

We propose to rent a multiple bedroom house for approximately \$1400 a month in either Brookings or Gold Beach, Oregon. The remainder of the funds will be used for supportive services and to cover the deposits. Providing a year's worth of funding would give time for Oasis to apply for grant money to continue the project. It would also allow for positive statistics to come out of our current housing project (2 rooms in a house) combined with this project to show a history of success.

As you will see in the budget page, that the project expenses are contingent upon the number of rooms within the rental and the total rent amount (and what utilities are included). A formula will be used to equitably determine the amount each participant will pay into their rent and expenses. For example, if the total rent is \$1400 and with utilities added the total averages to \$1600 a month, then with 3 participants the subsidized portion might be \$1000 leaving \$600 to divide among the 3 participants which would mean each would pay \$200.00 a month in rent.

Supportive Housing Model:

Supportive Housing means that it's not just paying for rent. The project would have wrap around services and oversight. Our participants will sign a contract that ensures a standard for the household. We will provide case management with the participants that will include budgeting and reviewing house rules as well as other assistance they may need (such as filing forms, assistance with job searches and enrolling in GED programs).

Project Activities:

The selection of the rental property will commence upon grant award. We will choose based on size and location of the house as well as cost and layout. We will call upon our good relationship with property owners and management companies to assist us with the search. Once a house is secured our Advocates will work together to select participants. We will also be working with the local Veterans organizations to identify any female vets who are also IPV survivors so that we can give them priority. This underserved subgroup is often overlooked and we have been working with several veteran organizations to help ensure that female vets are offered services.

We will also provide all participants with case management. Case management encompasses a wide variety of activities such as: budgeting, goal setting, job preparation, job hunting, schooling, managing children's needs, and conflict resolution just to name a few.

Proposed Outputs/Outcomes:

The outputs will be (but not limited to):

- Secure a rental property and engage in a rental agreement
- Create a work-plan for Advocates to assist with the equitable selection of participants
- Create participant 'contracts'

- Advocate(s) meet weekly with participants one on one
- Bi monthly staffing and supervision meetings
- Quarterly outcome quantitative reports that include the number of participants, number of services either offered and/or engaged in by participant, and an antidotal (qualitative) report.

Specific Connections to Health:

Program Reporting:

- Reports will be created and submitted to the Advocate's supervisor quarterly. Reports will include: number of participants engaged with frequency and quality of those engagements.
- The above reports to be shared with All Care.
- Semi-annual report to include the above with a narrative report from the supervisor and antidotal information obtained through regular interaction with victims and through the surveys.
- Annual reports to include semi-annual information along with an offer for a site-visit from All Care.

Are there other entities contributing to the funding this project? ☒ Yes ☐ No

If yes, please list the other contributors, their funding amount, and time frame that funding will be available for:

Any Advocate time over and above the time allowed in the project will be funded by other grant sources. These sources include VOCA (Victims of Crime Act) and ODSVS (Oregon Domestic and Sexual Violence Services). Note that nearly all the funding Oasis receives from these sources are utilized for Advocate positions. Travel expenses incurred by the Advocate staff (above those listed in the budget) will be funded by other sources. Supplies above the startup items for the rental will be funded by other sources or obtained through donations.

Budget Detail and Narrative: Please provide a detailed budget in a separate Excel document and explain your plan for cost allotments during the project, as well as any sustainability plan applicable to continuation of the project.

Please see separate page for the budget

	FOR INTERNAL USE ONLY
INVESTMENT METHOD	<p><u>Line of AllCare Business to Which the Current Request is Being Made:</u></p> <p><input type="checkbox"/> CCO -- Coordinate Care Organization</p> <p><input type="checkbox"/> AllCare Health Management Services</p> <p><input type="checkbox"/> FLEX Funding</p> <p><input type="checkbox"/> CAC -- Community Advisory Council: <input type="checkbox"/> Josephine, <input type="checkbox"/> Jackson, <input type="checkbox"/> Curry</p>

PAYMENT SCHEDULE				
	1Q	2Q	3Q	4Q

Healthcare Victims Advocate through Oasis Shelter Home, Inc.

2017 October -2018 September

Budget

<u>Collectively Participants pay:</u>		<u>Oasis</u>	<u>All Care:</u>
\$4800	Rent at \$1400, grant pays \$1000/mo		\$12,000
0	Deposit and last's months rent	0	\$2000
\$1200	Utility Deposits (electric and/or water)	Any additional above what participants pay	\$1000
	Start up supplies	Any additional	\$2000
	Personnel Expense – Advocate:		
0	At \$15/hr x 10 hrs week for first month (start up)	Any additional	\$600
0	At \$15/hr x 2 hrs wk x 48 wks (equal to .05 FTE)	Any additional	\$1440
0	Supervisory Salary of Director	Valued at \$1400	0
0	Advocate's Office Space & Mobile telephone, pro-rated to FTE	Valued at \$151	0
0	Travel Expense at .535c / mile x 12 miles x 52 weeks = \$333.84 rounded to \$300.00	Any additional	\$350.00
	Flex funds to be used in any category above		\$610.00
Participant year total:			
\$6000	YEAR TOTALS	\$1551 and any addition unforeseen expenses	\$20,000

AllCare Health
COMMUNITY INVESTMENT APPLICATION

AllCare Health proudly works to support innovative, community-based projects that seek to affect the health of our community. We ask that you please fill out the following application with as much detail as possible. For more information regarding funding criteria and priorities, please contact the indicated AllCare team member for details.

Please be sure to indicate the date you need a response by. If not indicated, allow 30-60 days for a response to your request.
AllCare Health may require more information before approving funding requests.

Submit this completed form to **both** the Community Engagement & Investment Team member with whom you have been working and Sam Engel at sam.engel@allcarehealth.com. You can also call 541-471-4106 ext. 8215 for more information.

<u>Name of Project or Event</u> Oregon Coast community Action, Curry fund	
<u>Provider, Vendor or Agency Name</u> <u>Tax ID / EIN # 93-0547036</u> Oregon Coast Community Action, (ORCCA)	
<u>Contact Information</u> <u>Website/Social Media</u> Beth Barker-Hidalgo, bhidalgo@orcca.us, 541-469-3155 ext. 365 www.orcca.org	
<u>Date of Request Submission</u> 08-09-2017	<u>Amount Requested \$5000.00</u> <u>Non-Monetary Request</u>
<u>Division(s) of AllCare to Which the Current Report is being Submitted</u> <div style="margin-left: 20px;"><input type="checkbox"/> Oral Health Integration (Send to: Laura McKeane, laura.mckeane@allcarehealth.com) <input type="checkbox"/> Health & Education Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input checked="" type="checkbox"/> Health & Social Service Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input type="checkbox"/> Behavioral Health Integration (Send to Lana McGregor, lana.mcgregor@allcarehealth.com) <input type="checkbox"/> Health & Wellness Programs (Send to Kari Swoboda, kari.swoboda@allcarehealth.com) <input type="checkbox"/> Health & Nutrition Integration (Send to Sam Engel, sam.engel@allcarehealth.com) <input type="checkbox"/> Health & Housing Integration (Send to Sam Engel, sam.engel@allcarehealth.com)</div>	
<u>County(s) AllCare Serves for Which the Current Request is Being Made:</u> <div style="margin-left: 20px;"><input checked="" type="checkbox"/> Curry <input type="checkbox"/> Southern Douglas <input type="checkbox"/> Jackson <input type="checkbox"/> Josephine <input type="checkbox"/> OTHER: _____</div>	
<u>New or Continuing Funding Request</u> <div style="margin-left: 20px;"><input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation Years Previously Funded: _____</div>	<u>Timeframe for Project 09-01-2017 thru 09-01-2018</u>

Background on Requesting Organization

Mission: Positive change for thriving communities

History, Capacity, and Demographics: ORCCA, a 501 (c) (3) non-profit organization was originally incorporated in 1965 as one of the first community action agencies created during the Lyndon B Johnson administration. ORCCA employs approximately 200 people with an annual budget that exceeds \$10 million dollars. ORCCA aims to serve communities throughout Coos, Curry and Western Douglas counties implementing services and strategies that break barriers related to poverty.

Statement of Need: The Curry ORCCA office receives requests for assistance from income eligible clients for out-of-pocket prescription costs, employment related costs (i.e. work shoes, uniforms and obtaining government documents), homeless prevention and vehicle repairs. Client requests sometimes fall outside traditional eligibility criteria for Essential Services provision. Funding from AllCare would provide flexibility to fulfill these requests allowing for greater access to much needed healthcare, and increased quality of life while meeting basic human needs.

Are you an equal opportunity employer and provider? If no, please explain: Yes

Publicity and/or Sponsor Recognition

Project Outline

Brief Project Description with Service Area and/or Focus Population: The Curry ORCCA office provides services to income eligible Curry County residents. Funding will be utilized to assist with out-of-pocket prescription costs, employment related expenses, homeless prevention and vehicle repairs. Clients access these funds through an application process which includes a brief description of need often accompanied by documentation such as receipts, estimates and notices from employers. ORCCA staff make the determination as to income eligibility based on the federal poverty rate guidelines. If a client is found eligible for assistance a request for funds is issued to the Coos headquarters. In some cases immediate assistance is available followed by requests for reimbursement from Coos headquarters.

Project Activities: Funds would be available on a day-to-day basis through the Curry office during normal business hours for income eligible clients. Clients seeking assistance will be required to complete an application to determine eligibility.

Proposed Outputs: Assistance with out-of-pocket prescription costs, employment related costs, homeless prevention and vehicle repairs

Proposed Outcomes: increased access to prescription medication, employment opportunities social services, stable housing food, and related community resources

Specific Connections to Health: Financial assistance with out-of-pocket prescription costs, and increased quality of life overall by increasing access to support services.

Reporting

Are you able to provide information about the outcomes of the project or event? ☒ Yes ☐ No

If yes, please list outcomes that will be provided.

Note: This can be either qualitative or quantitative and pictures are welcomed.

The ORCCA Curry staff can provide a detailed report of the number of clients served, purpose of assistance and number of clients requesting assistance.

Budget Detail and Narrative

Please provide a detailed budget in a separate Excel document and explain your plan for cost allotments during the project.

Are there other entities contributing to the funding this project? ☐ Yes ☒ No

If yes, please list the other contributors, their funding amount, and time frame that funding will be available.

If the current proposal is for a long-term project or event, what sustainability plan is in place for stable funding? The Curry staff are working on a long-term fundraising plan for the purpose of funding similar requests for assistance on an ongoing basis.

FOR INTERNAL USE ONLY

PREVIOUS FUNDING	<u>Year(s):</u> <u>Amount(s):</u>		
INVESTMENT METHOD	<u>Line of AllCare Business to Which the Current Request is Being Made:</u> <input type="checkbox"/> Coordinated Care Organization (CCO) <input type="checkbox"/> AllCare Health Management Services (AMS) <input type="checkbox"/> FLEX Funding (FLEX)		
STRATEGY	<input type="checkbox"/> Housing <input type="checkbox"/> Education <input type="checkbox"/> Community Engagement		
PAYMENT SCHEDULE	1Q	2Q	3Q

ACE-IT RECOMMENDATION

☐ Fund

☐ Do Not Fund*

Date:

GL Code:

*Explanation:

MANAGEMENT APPROVAL

Doug Flow

Signature:

Date:

ORCCA Curry Fund

Project Expenses

Homeless prevention	\$2,000
Prescription cost assis	\$855
Vehicle repairs	\$855
Employment costs	\$855
Indirect 8.7%	\$435

Total Expenses	\$5,000
-----------------------	----------------

Project Funding

		<u>Status</u>	<u>Notes</u>
Allcare	\$5,000	requested	

Total funding	\$5,000
----------------------	----------------

AllCare Health
COMMUNITY INVESTMENT APPLICATION

AllCare Health proudly works to support innovative, community-based projects that seek to affect the health of our community. We ask that you please fill out the following application with as much detail as possible. For more information regarding funding criteria and priorities, please contact the indicated AllCare team member for details.

Please be sure to indicate the date you need a response by. If not indicated, allow 30-60 days for a response to your request. AllCare Health may require more information before approving funding requests.

Submit this completed form to **both** the Community Engagement & Investment Team member with whom you have been working and Sam Engel at sam.engel@allcarehealth.com. You can also call 541-471-4106 ext. 8215 for more information.

<u>Name of Project or Event</u> Curry Homeless Coalition's Point in time count 2017	
<u>Provider, Vendor or Agency Name</u> The Curry County Homeless Coalition	<u>Tax ID / EIN #</u> 61-1602933
<u>Contact Information</u> Bethbh48@gmail.com, 916-548-2579 www.curryhomelesscoalition.org, www.facebook.com/pg/Thecurryhomelesscoalitioncares	
<u>Date of Request Submission</u> 08-09-2017	<u>Amount Requested</u> \$5000.00 <u>Non-Monetary Request</u>
<u>Division(s) of AllCare to Which the Current Report is being Submitted</u> <input type="checkbox"/> Oral Health Integration (Send to: Laura McKeane, laura.mckeane@allcarehealth.com) <input type="checkbox"/> Health & Education Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input checked="" type="checkbox"/> Health & Social Service Integration (Send to: Susan Fischer, susan.fischer@allcarehealth.com) <input type="checkbox"/> Behavioral Health Integration (Send to Lana McGregor, lane.mcgregor@allcarehealth.com) <input type="checkbox"/> Health & Wellness Programs (Send to Kari Swoboda, kari.swoboda@allcarehealth.com) <input type="checkbox"/> Health & Nutrition Integration (Send to Sam Engel, sam.engel@allcarehealth.com) <input type="checkbox"/> Health & Housing Integration (Send to Sam Engel, sam.engel@allcarehealth.com)	
<u>County(s) AllCare Serves for Which the Current Request is Being Made:</u> <input checked="" type="checkbox"/> Curry <input type="checkbox"/> Southern Douglas <input type="checkbox"/> Jackson <input type="checkbox"/> Josephine <input type="checkbox"/> OTHER: _____	
<u>New or Continuing Funding Request</u> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation Years Previously Funded: _____	<u>Timeframe for Project</u> 01-21-2018 through 01-31-2018

Background on Requesting Organization

Mission: *"In respecting the innate dignity of all; the Curry Homeless Coalition provides education, advocacy, and coordinates supportive services for people with housing needs."*

History, Capacity, and Demographics: The Curry Homeless Coalition was formed in April of 2007. The Curry Homeless Coalition recognized the need for a "housing first" model to address issues of homelessness. The coalition's goal to end homelessness in Curry County requires traditional and non-traditional ways of thinking about housing. New partnerships and collaborations are forming between government and the public. Moving people into a permanent housing situation is needed for the coalition to succeed. Along with a "housing first" goal, six additional goals were identified to support the plan. The 10 year plan was complete in 2010 and submitted to the Governor's Office and the US Interagency Council on Homelessness.

Statement of Need: Curry County lacks adequate emergency shelters for families and general population therefore many homeless persons are camping, scattered throughout the county. To improve upon the homeless census data the Coalition intends to support a more comprehensive PIT (Point in time) count by conducting greater outreach to school districts and agencies that provide direct services to the homeless population. People experiencing homelessness in Curry County are exposed to high winds abundant rain and cold temps during winter months. The Coalition requests funds to purchase shelter kits to provide greater more practical shelter and encourage more people experiencing homelessness to participate in the homeless census resulting in more accurate census data. The Coalition will concentrate on capturing accurate data on the number of chronic homeless in Curry County.

Are you an equal opportunity employer and provider? No **If no, please explain:** The Curry Homeless Coalition does not have paid employees at this time. We are an all-volunteer organization.

Publicity and/or Sponsor Recognition

The Curry Homeless Coalition will craft a press release following the census.

Project Outline

Brief Project Description with Service Area and/or Focus Population: The Curry Homeless Coalition seeks to serve all people experiencing homelessness and extreme poverty in Curry County. The Curry Homeless Coalition request funds to support the Curry Point in Time Homeless census held the final ten days of January 2018. The Coalition, in conjunction with community partners will conduct PIT (Point in time) counts in each City within Curry County in an effort to capture accurate census data with a focus on chronic homelessness. Outreach and education will begin in October of 2017 with school districts, ORCCA, Coast Community Health Center, St. Timothy's Episcopal Church, Beyond Rejection/Old Curry Library and Curry Community Health in an attempt to raise awareness and participation amongst partners and increase awareness amongst the homeless population.

Project Activities: Community partner orientation, conduct the 2017 homeless census in each City in Curry County on separate days within the final ten days of January 2018; distribution of shelter kits to participants of the census; gathering data from census participants.

Proposed Outputs: Greater accuracy of homeless census data, practical temporary shelter that allows for mobility without the concerns homeless people typically experience of where to store belongings, having belongings stolen and or taken by law enforcement if belongings are left behind or pose a hazard.

Proposed Outcomes: Greater census data entered into HMIS resulting in greater funding opportunities to address the lack of emergency shelters, supportive housing and overall services for people experiencing homelessness and extreme poverty in Curry County.

Specific Connections to Health: Providing more robust shelter for people experiencing homelessness will decrease exposure to environmental elements that typically result in illness. Capturing accurate homeless census data may result in greater funding opportunities to address the needs of people experiencing homelessness in Curry County.

Reporting

Are you able to provide information about the outcomes of the project or event? x Yes ☐ No

If yes, please list outcomes that will be provided. Curry census data 2017; increases in sheltered and chronic homeless census data outcomes; increased awareness among community partners and leadership. (number of outreach activities conducted with community partners)

Note: This can be either qualitative or quantitative and pictures are welcomed.

Budget Detail and Narrative

Please provide a detailed budget in a separate Excel document and explain your plan for cost allotments during the project.

Are there other entities contributing to the funding this project? ☐ Yes ☒ No

If yes, please list the other contributors, their funding amount, and time frame that funding will be available.

If the current proposal is for a long-term project or event, what sustainability plan is in place for stable funding? More accurate census data may result in increased funding opportunities which could result in a decrease in the number of Curry citizens experiencing homelessness.

FOR INTERNAL USE ONLY

PREVIOUS FUNDING	<u>Year(s):</u> <u>Amounts(s):</u>		
INVESTMENT METHOD	<u>Line of AllCare Business to Which the Current Request is Being Made:</u> <input type="checkbox"/> Coordinated Care Organization (CCO) <input type="checkbox"/> AllCare Health Management Services (AMS) <input type="checkbox"/> FLEX Funding (FLEX)		
STRATEGY	<input type="checkbox"/> Housing <input type="checkbox"/> Education <input type="checkbox"/> Community Engagement		
PAYMENT SCHEDULE	1Q	2Q	3Q

ACE-IT RECOMMENDATION

☐ Fund

☐ Do Not Fund*

Date:

GL Code:

*Explanation:

MANAGEMENT APPROVAL
Doug Flow

Signature:

Date:

The Curry Homeless Coalition PIT project

Project Expenses

Partner orientation	\$500
Shelter kits	\$3,500
Printed materials	\$150
food	\$500
	<hr/>
Indirect 7%	\$350
Total Expenses	\$5,000

Project Funding

		<u>Status</u>	<u>Notes</u>
Allcare	\$5,000	requested	
Advantage Dental	\$2,500	In-Kind	Althcare kits

Total funding	\$7,500
----------------------	----------------

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

In the Matter of an Order)
Recommending Applicants)
to All Care Health for Grant)
Funding)

ORDER NO. _____

WHEREAS, ON December 4, 2015, Allcare Health provided Curry County a check in the amount of \$100,000 to assist the Curry County Commissioners with the development of a proposed Housing Needs Assessment and Housing Plan; and

WHEREAS, the County desires to use the funds for different purposes; and

WHEREAS, Allcare Health has agreed to work with the County to allow it to utilize the funds in a different manner; and

WHEREAS, the County advertised and reached out to various social services groups to apply for dedicated funds; and

WHEREAS, the County will submit to Allcare Health a list of those requests and Allcare will ultimately decide who will receive funds, and how much will be allocated; and

WHEREAS, as of the date of this meeting the following applicants have submitted applications requesting the specified amount; and

NOW, THEREFORE IT IS HEREBY ORDERED that the Board of Curry County Commissioners accepts the following applications from the noted applicants below and recommends Allcare Health accept these applications for it's review:

Brookings Harbor Housing Needs Assessment	\$4,000.00
Oasis Shelter Home, Inc.	\$20,000.00
Oregon Coast Community Action (ORCCA)	\$5,000.00
The Curry County Homeless Coalition	\$ 5,000.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$100,000.00

DATED this 16th day of August, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI
County Legal Counsel

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

FORM 10-001.1 Rev. 01-13-2017

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

AGENDA ITEM TITLE: Oregon Resources, Research and Education Center (ORREC) Lease agreement for a 143 s.f. office space in upper level of the County Annex building adjacent to the County Treasurers office.

AGENDA DATE^a: August 16, 2017 **DEPARTMENT:** Community Development Department
TIME NEEDED: 5 minutes

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

CONTACT PERSON: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 08.08.2017

BRIEF BACKGROUND OR NOTE^b:

The attached staff report and draft lease discuss the rental of a 143 s.f. County office space to the

Oregon Resources, Research and Education Center (ORREC).

^bIndicate if more than one copy to be signed

FILES ATTACHED:**SUBMISSION TYPE:** Lease

- (1)staff report
(2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other notarized signatures by all Commissioners and ORREC ED prior to recordation. Following signatures/notary and recordation, e-mail a copy to Carolyn Johnson, Community Development Director and Kitty Bunten, kitty@orrec.org

Phone: 541-247-3228

Due date to send: 08 /18 / 2017

Email: johnsonc@co.curry.or.us

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW**EVALUATION CRITERIA:**

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

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

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (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 ☐



Board of Commissioners Agenda Report

Date: August 16, 2017

From: Carolyn Johnson, Community Development Director

Issue/Agenda Title: Oregon Resources, Research and Education Center (ORREC) Lease agreement for a 143 s.f. office space in upper level of the County Annex building adjacent to the County Treasurers office.

Recommendation: Authorize lease with ORREC

Summary: ORREC currently rents a single office space from the County across from the County Treasurers office. The office next to the County Treasurer has been vacant for some time, and ORREC is desirous of renting this 143 s.f. space.

Based on the South Coast Development Council (SCDC) study identifying office space value, renting this space to ORREC at \$.60 / square foot would result in sum \$85.80 per month, for an annual General Fund income of \$1,029.60.

A lease has been drafted reflecting the cost for the office space and other requirements. (Attachment A)

**ATTACHMENT A
LEASE AGREEMENT**

After Recording Return to:

Oregon Resources, Research and Education Center (ORREC)
Kathleen Bunten, Executive Director
P.O. Box 177
Gold Beach, Oregon 97444

And

Carolyn Johnson, Curry County Community Development Director
94235 Moore Street #113
Gold Beach, Oregon 97444

OFFICE BUILDING LEASE MOORE STREET PROPERTY AGREEMENT

This **OFFICE BUILDING LEASE** ("Agreement" or "Lease"), is entered into this 21st day of August, 2017, by and between the following parties:

LANDLORD: Curry County, A Political Subdivision of the State of Oregon
94235 Moore Street #122, Gold Beach, Oregon 97444.

TENANT: Oregon Resources, Research and Education Center (ORREC)
P.O. Box 177, Gold Beach, Oregon 97444

1. LEASE DATA AND EXHIBITS

1.1. Leased Premises: The Leased Premises consist of an approximately 143 square foot office space on the upper floor of the Curry County Courthouse Annex located at 94235 Moore Street in Gold Beach Oregon.

1.2. Lease Term: The lease term shall commence on the 21st day of August, 2017 and shall end on the 20th day of August, 2018 (the "Lease Term").

1.3 Base Rent: Tenant shall pay Landlord the sum \$85.80 per month, (.60/sf) payable monthly on or before the 1st day of each month during the Lease Term for a total of \$1,029.60.

1.3.1 Annual Increase to Base Rent Base rent shall be adjusted upward annually on the anniversary of the lease by a rate of 3% should the Landlord and Tenant mutually agree to extend the lease.

1.4 Use: The Leased Premises shall be used for office space only.

2. LEASED PREMISES

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth herein, those certain Leased Premises described in Section 1.1 hereof.

2.1 Premises "As-is" Tenant takes the premises in the condition "as-is" at the commencement of the lease.

3. TERM

The lease term shall be for the period stated in Section 1.2 hereof.

4. RENT

Tenant shall pay Landlord the monthly rental described in Section 1.3 hereof, payable in lawful money of the United States in advance on or before the day specified in Section 1.3 to Landlord, at the address first set forth above, or to such other party or at such other place as Landlord may hereafter from time to time designate in writing.

5. USES

The Leased Premises are to be used only for the uses specified in Section 1.4 hereof, and for no other business or purposes without the written consent of Landlord.

The lease space is adjacent to offices used by County staff and elected officials where a quiet office environment is required. Interaction of the Tenant with Tenant staff and clients shall not be performed in the hallway adjacent to the office and office business will be conducted behind the closed door of the lease space.

Use of the kitchen area is permitted but Tenant shall comply with County Finance Department standards of cleanliness for the kitchen area when preparing, serving and eating food. This includes cleaning up after use of dishes and utensils, disposing of trash and other tasks that keep the kitchen clean. Use of the bottled drinking water in the kitchen area that is provided by the County will require a Tenant contribution to funding for same; this may be worked out with the Finance department.

No act shall be done in or about the Leased Premises that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Leased Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any tenant in the Building. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in or about the Leased Premises which will cause at the discretion of the Landlord, any substantial noise or vibration. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other Tenant in the building, then Tenant shall provide adequate insulation at their cost, or take such other action as may be deemed necessary to eliminate the disturbance. Landlord reserves the authority to request reduction of Tenant noise.

Tenant shall comply with all laws relating to its use of the Leased Premises and shall observe such reasonable rules and regulations as may be adopted and published by

Landlord for the safety, care and cleanliness of the Leased Premises of the Building, and for the preservation of good order therein.

Failure of the Tenant to comply with the specifications related to uses of Section 5 is cause for termination of the lease.

6. MAINTENANCE AND REPAIR

6.1 Landlord Maintenance. Landlord shall be responsible for maintaining the building and all of the Leased Premises in good order, condition, repair, operating condition, and appearance including, without limitation, the repair and maintenance of the following: roof and exterior walls; water, sewer, and electrical services; heating and air conditioning system; bearing walls, structural members, floor slabs and foundation; all other maintenance and repairs which Tenant is not expressly required to make under Section 6.1.1 below and any repairs required to bring the building and all of the Leased Premises up to the building code requirements of the local municipality.

6.1.1 Tenant Maintenance. Tenant's responsibility for maintenance or repair to any aspect of the building or Leased Premises is limited to minor repairs or maintenance within the Leased Premises and not otherwise required to be repaired by landlord and caused by the negligence of Tenant, its agents, employees or invitees.

7. UTILITIES

Landlord shall furnish the following services and utilities: landscape maintenance, water, sewer, storm sewer, electricity and building keycard lock system.

8. TAXES

Tenant is a 501c3 Non-Profit entity. Tenant intends to use the Leased Premises for its exempt purposes. Pursuant to ORS 307.166, it is expressly agreed that the rent payable by Tenant has been established to reflect the savings resulting from the exemption from taxation.

8.1 Tax Exemption Filing - Tenant agrees to file a claim for tax exemption with the Curry County Assessor. In the event Tenant shall not obtain such an exemption, and upon notice received by Landlord, Landlord shall file the required information with the Assessor pursuant to ORS 307.166(4).

9. POSSESSION

In the event of the inability of Landlord to deliver possession of the Leased Premises or any portion thereof, at the time of the commencement of the term of this Lease, Landlord shall not be liable for any damages caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Tenant shall not be liable for payment of any rent until such time as Landlord can deliver possession. If Landlord shall deliver possession of the Leased Premises to Tenant prior to the commencement date of this Lease and Tenant agrees to accept the same at such time, both Landlord and Tenant agree to be bound by all provisions and obligations of this Lease during the prior period, including the payment of rent at the same monthly rate, prorated for the prior period.

10. CARE OF LEASED PREMISES

10.1 Tenant shall take good care of the Leased Premises.

10.2 Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Leased Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear and damage by fire or other casualty excepted.

10.3 Tenant shall be free to make any necessary alterations to the Leased Premises that are temporary in nature and will not be considered a fixture or permanent alteration or improvement. All damage or injury done to the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises with the consent of Tenant, including the cracking or breaking of glass or any windows and doors, shall be paid for by Tenant and Tenant shall pay for all damage to the Building caused by Tenant's misuse of the Leased Premises or the appurtenances thereto. All normal repairs necessary to maintain the Leased Premises in a tenantable condition shall be done by or under the direction of the Landlord and at Landlord's expense except as otherwise provided herein.

10.4 Tenant Improvements

10.4.1 Tenant to Construct. The premises are furnished "as is."

10.4.2 Ownership of Improvements - Title to all improvements to be constructed by the Tenant will be in the name of the Tenant until expiration of the term or earlier termination of this lease. At the expiration of the term or the earlier termination of this lease, all improvements will automatically and without any further act of the Tenant or any third party become Landlord's property.

10.4.3 Tenant Responsible for Liens - Tenant must transfer and surrender the improvements to Landlord at the expiration of the term or earlier termination of this lease, free and clear of all liens and encumbrances, other than those, if any, permitted under this lease or otherwise created or consented to by Landlord. Tenant agrees to execute, acknowledge, and deliver to Lessor any instrument requested by Landlord as necessary in Landlord's opinion to perfect Landlord's right, title, and interest to the improvements and to the premises.

11. ACCESS

Tenant will permit Landlord and its agents to enter into and upon the Leased Premises during business hours or at all reasonable times upon 24 hours prior written notice to Tenant (except in an emergency whereupon access shall be allowed without notice) for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Leased Premises or the Building. Nothing contained in this Section shall be deemed to impose any obligation upon Landlord not expressly stated elsewhere in this lease. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being

construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to enter the Leased Premises for the purpose of showing the Leased Premises to prospective Tenants within the period of 90 days prior to the expiration of the lease term; or a sooner time period of 60 or fewer days if the Tenant has provided notice to vacate.

12. DAMAGE OR DESTRUCTION

If the Leased Premises shall be destroyed, either wholly or in part, by fire or other unavoidable casualty, either Landlord or Tenant may terminate the Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage. If the Lease is not terminated the monthly rent shall be abated in the same proportion as the untenable portion of the Leased Premises bears to the whole thereof from the date of such damage or destruction until the Leased Premises are restored. If Landlord elects with Tenant to continue the Lease, Landlord shall have a duty to work diligently to repair the damages and restore the Leased Premises to their original condition.

If the Building shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Leased Premises may be unaffected directly by such destruction or damage, Landlord or Tenant at either party's election, may terminate this Lease by notice in writing to the other party within sixty (60) days after such destruction or damage. Such notice shall be effective as of the date of such destruction or damage.

13. WAIVER OF SUBROGATION

The Landlord and Tenant hereby agree that neither shall be liable to the other for loss arising out of damage to, or destruction of, the demised Leased Premises or the contents thereof when such losses are caused by any of the perils included within the standard form of fire and extended coverage insurance. This agreement shall be binding, whether or not such damage or destruction be caused by negligence of either the Landlord or the Tenant or their agents, servants or employees and, further, any and all right of subrogation by an insurance carrier is hereby waived.

14. CROSS-INDEMNIFICATION

Subject to the limits of the Oregon Tort Claims Act, each party agrees to defend indemnify and hold harmless the other party, its officers employees, agents and representatives from claims for damages by third parties arising out of the parties' conduct described herein. Provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties solely caused by any act or omission, or the negligence of Landlord.

15. INSURANCE

Tenant shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION MINIMUM REQUIRED COVERAGE

A. Workers' Compensation

B. General Liability

C. Automobile Liability
Statutory
\$1,000,000 occurrence/ \$2,000,000 aggregate
\$1,000,000 occurrence/ \$2,000,000 aggregate

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name "Curry County and its officers, agents and employees as additional insureds."

16. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease nor sublet the whole or any part of the Leased Premises without first obtaining Landlord's consent, but such consent shall not be unreasonably withheld. No such assignment or subletting shall relieve Tenant or Tenant's liability under the Lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through tenant.

17. ADVERTISING AND SIGNS

Tenant shall not inscribe any inscription, or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever anywhere in or about the Leased Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Leased Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner of this Lease and Tenant shall repair any damage to the Leased Premises or the Building caused thereby.

Notwithstanding the above and subject to the authorization of the design by the Landlord, signs no larger than six inches by six inches on each of three main entrances of the building with text naming the business of "ORREC". Tenant will be allowed a name plate of the same dimensions with the same text on either the office door or window of the leased space.

18. LIENS AND INSOLVENCY

Tenant shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option.

19. TENANT DEFAULTS

Time is of the essence hereof, and in the event Tenant shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within five (5) days (or, if no default in the rental is involved, within thirty (30) days) after notice in writing thereof is given by Landlord to Tenant, specifying the matter claimed to be in default, Landlord at its option, may immediately declare Tenant's rights under this Lease in default,

provided, however, that if the non-payment default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Tenant if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical. In the event of Tenant's default, Landlord, at its option, may declare Tenant's rights under this Lease terminated, and re-enter the Leased Premises, using such force as may be necessary, and repossess itself thereof, as of its former estate, and remove all persons and property from the Leased Premises. Notwithstanding any such re-entry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to Landlord any deficiency arising from a re-letting of the Leased Premises at a lesser rental, plus the costs and expenses of renovating or altering the Leased Premises. Tenant shall pay any such deficiency each month as the amount thereof is ascertained by Landlord.

20. LANDLORD DEFAULTS

Time is of the essence hereof, and in the event Landlord shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Tenant to Landlord, specifying the matter claimed to be in default with reasonable particularity, Tenant, at its option, may immediately declare Landlord's rights under this Lease terminated, provided, however, that if the default is of such a nature that it cannot be completely remedied within the 30-day period, there shall not be a default by Landlord if Landlord begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence to affect the remedy as soon as practical.

21. PRIORITY

Tenant agrees that this Lease shall be subordinate to any mortgage or deeds of trust that may hereafter be placed upon the Leased Premises or the Building containing the same, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof; provided the mortgagee or beneficiary named in said mortgages or deed of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default thereunder. Within fifteen (15) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

22. REMOVAL OF PROPERTY

If Tenant shall fail to remove any of its property of any nature whatsoever from the Leased Premises or the Building at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for the loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold, any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales; first, to the cost and expense of such sale, including reasonable attorney's

fees; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

23. NON-WAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

24. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, or as otherwise mutually agreed upon in writing, Tenant shall promptly and peacefully surrender the Leased Premises to Landlord.

25. HOLDOVER

If Tenant may, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the State of Oregon. During such tenancy, Tenant agrees to pay Landlord the rental rate referenced in 1.3.1 of this agreement and be bound by all of the terms, covenants, and conditions herein specified, so far as applicable. If after a holdover the lease reverts to a month-to-month term, the Tenant shall pay any real property taxes that may be assessed on the Leased Premises under Oregon Administrative Rule 150-307-112(12).

26. CONDEMNATION

If all of the Leased Premises or such portions of the Building as may be required for the reasonable use of the Leased Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Leased Premises and all rentals shall be paid to that date. In case of a taking of a part of the Leased Premises, or a portion of the Building not required for the reasonable use of the Leased Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Leased Premises is reduced such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all of Landlord's rights to damages to the Leased Premises for any taking by eminent domain, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to Tenant's leasehold estate and for Tenant's moving expenses and for the interruption of or damage to Tenant's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord

27. NOTICES

All notices under this Lease shall be provided in writing to the addresses of the parties on the first page of this lease.

28. COSTS AND ATTORNEY FEES

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Leased Premises, any court costs or attorney fees shall be paid to the prevailing party.

29. CAPTIONS AND CONSTRUCTION

The titles of sections of this Lease are not a part of this Lease and shall not affect the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Oregon

30. LANDLORD'S CONSENT

Whenever Landlord's consent is required under the terms hereof, such consent shall not be unreasonably withheld

31. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators and successors

32. PARKING

Tenant shall be entitled, without any additional charge, the right to use three parking spaces in all parking facilities owned by the Landlord in the vicinity of the building on a non-reserved basis with Landlord and other tenants, subject to any reasonable rules governing the use of the parking area imposed on all users.

33. SECURITY

Landlord, its employees, agents and contractors shall cooperate with Tenant regarding its security and compliance procedures to the extent that Landlord may impact those procedures.

33. ENTIRE AGREEMENT

This Agreement can only be amended in writing signed by both parties. If any provision of this Agreement is held to be invalid under any applicable statute or law or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement to the extent of such invalidity and the remainder of this Agreement shall remain in full force and effect.

34. AGREEMENT TERMINATION

This Agreement shall be valid upon on signature by both parties. This Agreement may be terminated by either party should there be a violation of the terms of the lease under the following procedure:

34.1 The party requesting termination shall notify the other party in writing of its intention to terminate thirty days before the effective date of termination.

34.2 After the receipt of the written notice to terminate and the date the lease space is vacated, all terms of this agreement are in affect.

35. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

Dated this 16th day of August, 2017.

Curry County Board of Commissioners

Tom Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

State of Oregon)
Curry County) ss

This instrument was acknowledged before me _____, by,

_____.

Notary Public of Oregon

My Commission expires: _____

Kathleen Bunten – ORREC Executive Director

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:** Title III Project Deadline -- Coos Forest Protective Asso.**AGENDA DATE^a:** 8-16-17 **DEPARTMENT:** **TIME NEEDED:** 10 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 541-661-6150 **TODAY'S DATE:** 8-9-17**BRIEF BACKGROUND OR NOTE^b:**

The Coos Forest Protective Association has been extremely busy fighting fires needless to say. The attached Title III Application was submitted a few days late

The CC BOC needs to offer a clear variance to CFPA without difficulty. We certainly don't want to let them down. This application and presumed funding is very important.

Thank You ...

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

(1) applications

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**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 ☐

PL 114-10 Title III Project Submission Form

Name of Project: Curry County Search and Rescue

Date Project Submission Form to be returned to Curry County Board of Commissioners

Date Project Submitted: July 31, 2017

Project Sponsor: Curry County Sheriff

Sponsor's Address: 29808 Colvin St. Gold Beach, Or. 97444

Contact Person: Sheriff John Ward

Phone: 541 247-3221

Fax: 541 247-6893

E-Mail: wardj@co.curry.or.us

Project Is Authorized Under The Following Category: (see Sec. 302(a))

- ☐ Activities under the Firewise Community Program
- ☒ Reimbursement for Search, Rescue, Firefighting or Other Emergency Services on Federal land
- ☐ Develop Community Wildfire Protection Plan

Project Location: Curry County

Other Identifiers: All of Curry County including Wilderness areas, State Lands, Private Timber Lands that are adjacent to Federal Lands and all waterways patrolled by Marine Division and Law Enforcement.

Project Description: Curry County has approximately 1648 square miles of some of the most rugged landscape in the state and several waterways including the Rogue River which winds through several counties before meeting the Pacific Ocean here in Curry County. Other rivers here are the Illinois, Hunter Creek, Winchuck, Chetco, Pistol River, Elk and the Sixes. All of which cross through Federal Forest Lands. The Kalmiopsis Wilderness also encompasses a large part of Curry County as well as the Grassy Knob Wilderness area. Approximately 68% of Curry County is Federal Forest lands. Search and Rescue missions for the County are conducted more than 70% of the time on forest lands. SAR volunteers who are available respond on a 24/7 basis and are assisted by paid professional law enforcement, using all available resources and equipment.

Project Goals and Objectives: To save the lives of those who venture out onto federal lands for recreation, hunting, sporting, camping or other specific intentions and find themselves in need of emergency resources. To provide resources to Search and Rescue volunteers, Marine Patrol, Emergency Services, and Law Enforcement so they can conduct efficient, effective and professional services to the public who enjoy the Federal Forests. To continue to provide expert training in specified areas such as white water rescue, high and low angle rappelling, man tracking, ATV certification, Incident Command, Managing

RECEIVED
JUL 31 2017
Board of Commissioners
Curry County, Oregon

Land Search Operations among many other areas. Curry County is part of CORSAR (California Oregon Regional Search and Rescue), where resources are utilized when requested or needed. To recover the cost of SAR missions to the county which are conducted on Federal Lands. To upgrade and obtain reliable equipment in order for transporting SAR teams into the field and back.

Is There An Opportunity To Tie To An Associated Title II Project? Explain: Yes, Emergency Services, Marine Patrol and Law Enforcement are other Title III projects that work closely with Search and Rescue. The Marine Patrol Sergeant is the SAR Coordinator and has about fifty SAR volunteers. Emergency Services ties in with SAR on joint issues and coordinates with all Federal Forest projects where SAR and Law Enforcement can assist.

Proposed Method Of Accomplishment:

☐ Contract ☒ Volunteers ☐ Agency (FS/BLM) Employees ☒ County

☐ County Corrections (adult / juvenile) ☐ Non-Profit

Current Status of Project Preparation: Curry County Search and Rescue is in a constant state of preparedness, always trying to find ways to upgrade equipment, acquire reliable equipment and maintain certifications through training. Search and Rescue is a mandated function by ORS and has been responsible for saving the lives of many people and recovering the bodies of loved ones so families have closure. Based on the diversity and varying degrees of difficulties for many searches, equipment has to be upgraded because lives depend on it. The cross training with the Forest Service, local agencies and other counties such as CORSAR, is essential to the success of SAR missions.

Contact Person(s) For Project Specific Documentation: Sheriff John Ward

Telephone Number(s) For Contact(s) 541 247-3221 or 541 247-3242

How Does The Project Benefit The Community? Saving the life or lives of loved ones or even recovering the ones who lost their lives is essential to our community and mankind. Putting a dollar figure up against saving a life should never be part of the equation. Over the years, Curry County has been diligent in the efforts of Search and Rescue and has received local, state and national recognition for our efforts and accomplishments. We have many successes stories and we have been honored to receive private donations for our efforts. Knowing that we have a well-trained and qualified SAR team has been a great benefit to Curry County as well as surrounding counties.

How Does The Project Improve Cooperative Relationships Among People That Use Federal Lands And Federal Management Agency? Curry County works hand in hand with the public and all agencies across the counties of CORSAR. On Federal lands, Curry County works closely with the Forest Service in coordinating efforts with SAR missions, keeping updated on potential mitigating factors such as closures and other pressing issues like wild land fires. We coordinate with the Forest Service upon request to assist with evacuation, road closures due to fires or anything where law enforcement is needed.

Duration of the Project: The initial duration for this project is two years but the need is ongoing in order to provide qualified and professional SAR resources to Curry County. There are always unanticipated issues that will arise that would call for additional funding but we will deal with those when they happen.

Anticipated Cost of Project (itemize):

TOTAL COST ESTIMATE: \$500,000.00

Estimated Start Date of Project: No later than September 30, 2017

Estimated Completion Date of Project: By September 30, 2019

Is this A Multi-Year Funding Request? ☒ Yes ☐ No (if yes, display by fiscal year)

Identify Source(s) Of Other Funding For Project: There are some monies associated with the Marine Board Program and there are private donations from families and businesses associated with search missions.

Project Accomplishments / Expected Outcomes: This project will give the Search and Rescue Volunteers, Emergency Services, Marine Patrol, and Law Enforcement the equipment and training needed to professionally, safely and effectively conduct SAR missions, and emergency operations on Forest Lands which covers 68% of Curry County.

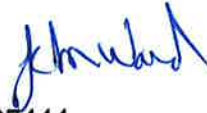
How Is Project In The Public Interest? Due to Curry County encompassing approximately 1648 square miles of rugged terrain, swift water rivers, coastal storms, blizzards, and high temperatures this project will enable the Curry County Search and Rescue, Emergency Services, Marine Patrol, and Law Enforcement Members to operate in conjunction with the Forest Service to maximize the safety of the general public while using forest lands.

Will Project Create a Product or Benefit to the Federal Resource? Federal Agencies will be working closely with local agencies in any operations on forest property. This allows the Forest Service to have local agencies assist them with a wide range of issues like Search and Rescue, recovery, or emergency activities, and will keep the forest a highly desirable place for families to visit and recreate. Citizens should feel comfortable about their safety and the emergency response to these incidents if and when they should arise.

Monitoring And Reporting Plan to Measure Outcome (what measure or evaluation will be made to determine how well the proposed project meets the desired objectives):

Measurement of success will be the continued successful operations of Search and Rescue, Emergency Services, Marine Patrol, and Law Enforcement, in the rescues and response to any and all emergency situations upon Federal Forest lands. Staying within budget is a main goal. Any reduction of our ability to respond effectively would be detrimental to public safety, and jeopardize lives, both on Federal lands as well as private and state lands.

Submitted To CURRY County By: Sheriff John Ward



Address: 94235 Moore St. Suite #311 Gold Beach, Or. 97444

Telephone: 541 247-3242

Date: July 31, 2017

Title III Project Certification Report

Date notice of proposed project was published: _____

Date Project description was mailed to RACs with area jurisdiction: _____

Date 45-day public comment period closed: _____

Date project approved by county: _____

Amount spent on project during the calendar year:

2009 \$ _____; 2010 \$ _____; 2011 \$ _____; 2012 \$ _____

2013 \$ _____; 2014 \$ _____; 2015 \$ _____; 2016 \$ _____

PL 114-10 Title III Project Submission Form

Name of Project: Cape Ferrelo Firewise

Date Project Submission Form to be returned to Curry County Board of Commissioners

Date Project Submitted: 8/7/2017

Project Sponsor: Coos Forest Protective Association

Sponsor's Address: 63612 Fifth Rd
Coos Bay, OR 97420

Contact Person: Derwin Boggs

Phone: (541) 247-6241 **Fax:** (541) 247-0222 **E-Mail:** derwin.boggs@oregon.gov

Project Is Authorized Under The Following Category: (see Sec. 302(a))

- ☒ **Activities under the Firewise Community Program**
- ☐ **Reimbursement for Search, Rescue, Firefighting or Other Emergency Services on Federal land**
- ☐ **Develop Community Wildfire Protection Plan**

Project Location: The Greater Cape Ferrelo Community (See attached maps)

Other Identifiers: (geographic location, road name or number, stream name)

Duley Creek Drainage, Carpenterville Road, Alder Ridge, Sundown Road, Eggars Road, Cape Ferrelo Road,

Project Description:

Utilize the three district handcrews to develop a Firewise Community making defensible space around homes. Crews will expand boundaries around homes by removing excessive and flammable vegetation. Crews would begin work in September 2017 with the Gold Beach Crew and then all three crews in October 2017. Crews would be back to continue the project in May 2018 through June 30th. The Gold Beach crew would put in two weeks of work in the community throughout the fire season of 2018. The project would be completed in September 2018 with all three crews working in September.

***include work windows or other limitations / restrictions / public or private land**

Project Goals and Objectives:

Create defensible space around homes.
Improve relations within the community
Improve home values
Provide fire prevention education to residents
Increase public and firefighter safety

Is There An Opportunity To Tie To An Associated Title II Project? Explain: No

Proposed Method Of Accomplishment:

☐ Contract ☐ Volunteers ☐ Agency (FS/BLM) Employees ☐ County

☐ County Corrections (adult / juvenile) ☒ Non-Profit

Current Status of Project Preparation:

Employees are receiving all the necessary training and certifications to use the equipment necessary to perform the fuel reduction work.

Contact Person(s) For Project Specific Documentation:

Derwin Boggs – Gold Beach Unit Forester

Brett Weidemiller – Gold Beach Assistant Unit Forester

Jef Chase – CFPA District Specialist

Telephone Number(s) For Contact(s)

Gold Beach Office (541) 247-6241

Coos Bay Office (541) 267-3161

How Does The Project Benefit The Community? .

Provides defensible space around homes to protect them in the event of a wildfire. By removing excessive brush and vegetation property values are improved. Community meetings for Firewise improve communications within the community, neighbors meet their neighbors which improves the safety of the community. Provides experience to local fire crews to improve functionality to enable them to provide better, more efficient service to the community in the event of wildfire.

How Does The Project Improve Cooperative Relationships Among People That Use Federal Lands And Federal Management Agency?

When briefing with the community project coordinators will explain how the complete and coordinated fire suppression system in Oregon works, and how the federal partners as part of the system provide funding for these types of community projects and maintaining access to public lands. Emphasis will be placed on showing how the complete and coordinated system of fire suppression used by all agencies in Oregon works to keep fires small, protect forest resources and wildlife habitat, and maintain public and firefighter safety.

Duration of the Project:

August 2017 through 9/30/2018 unless more funding is received to extend the project into the future.

Anticipated Cost of Project (itemize): \$468,150.

Labor Costs for handcrews \$21,000 per month, per crew

Power saws: average of 4 per crew \$4000 per month, per crew

Chipper \$3000 per month

Tool Replacement/maintenance \$250 per month

Vehicle Costs (actual mileage) \$15,000 per month

Fire Prevention Materials Costs (informational handouts) \$250 per month

TOTAL COST ESTIMATE:

Estimated Start Date of Project: 8/14/2017

Estimated Completion Date of Project: 9/30/2018

Is this A Multi-Year Funding Request? [X] Yes [] No (if yes, display by fiscal year)

	2017	2018
Labor Costs	\$126,000	\$189,000
Powersaw Costs	\$24,000	\$36,000
Chipper Costs	\$6,000	\$9,000
Vehicle Costs	\$30,000	\$45,650
Tool Maintenance Costs	\$500	\$750
Fire Prevention Materials	\$500	\$750
Total	\$187,000	\$281,150

Identify Source(s) Of Other Funding For Project:

In kind work in the form of labor by community members will be done.

Project Accomplishments / Expected Outcomes:

See attached photos of successful Firewise Communities

How Is Project In The Public Interest?

Improves public and firefighter safety

Helps to protect the community in the event of a wildfire

Improves relations and communication within the community

Provides more experienced and efficient fire crews to serve the area in an emergency

Will Project Create a Product or Benefit to the Federal Resource? Yes

Project will provide experience to local fire crews that serve as initial attack resources for wildfire on federal lands within the Coos Forest Protective Association District.

Monitoring And Reporting Plan to Measure Outcome (what measure or evaluation will be made to determine how well the proposed project meets the desired objectives):

Before & after pictures will show the creation of defensible space and improved aesthetics of properties.

Reports of progress will be submitted quarterly to the Board of Commissioners

Timelines will be established to meet specific objectives

Feedback received from members of the community

Submitted To Curry County By: Coos Forest Protective Association

**Address: 63612 Fifth Rd
Coos Bay, OR 97420**

Telephone: (541) 267-3161

Date:

8/7/17

Title III Project Certification Report

Date notice of proposed project was published: _____

Date Project description was mailed to RACs with area jurisdiction: _____

Date 45-day public comment period closed: _____

Date project approved by county: _____

Amount spent on project during the calendar year:

2009 \$ _____; 2010 \$ _____; 2011 \$ _____; 2012 \$ _____

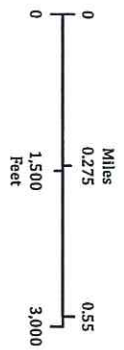
2013 \$ _____; 2014 \$ _____; 2015 \$ _____; 2016 \$ _____

Greater Cape Ferrelo Community Firewise Project



Fuel Reduction Acres: 788
 Number of Structure: 505
 Taxlots: 440

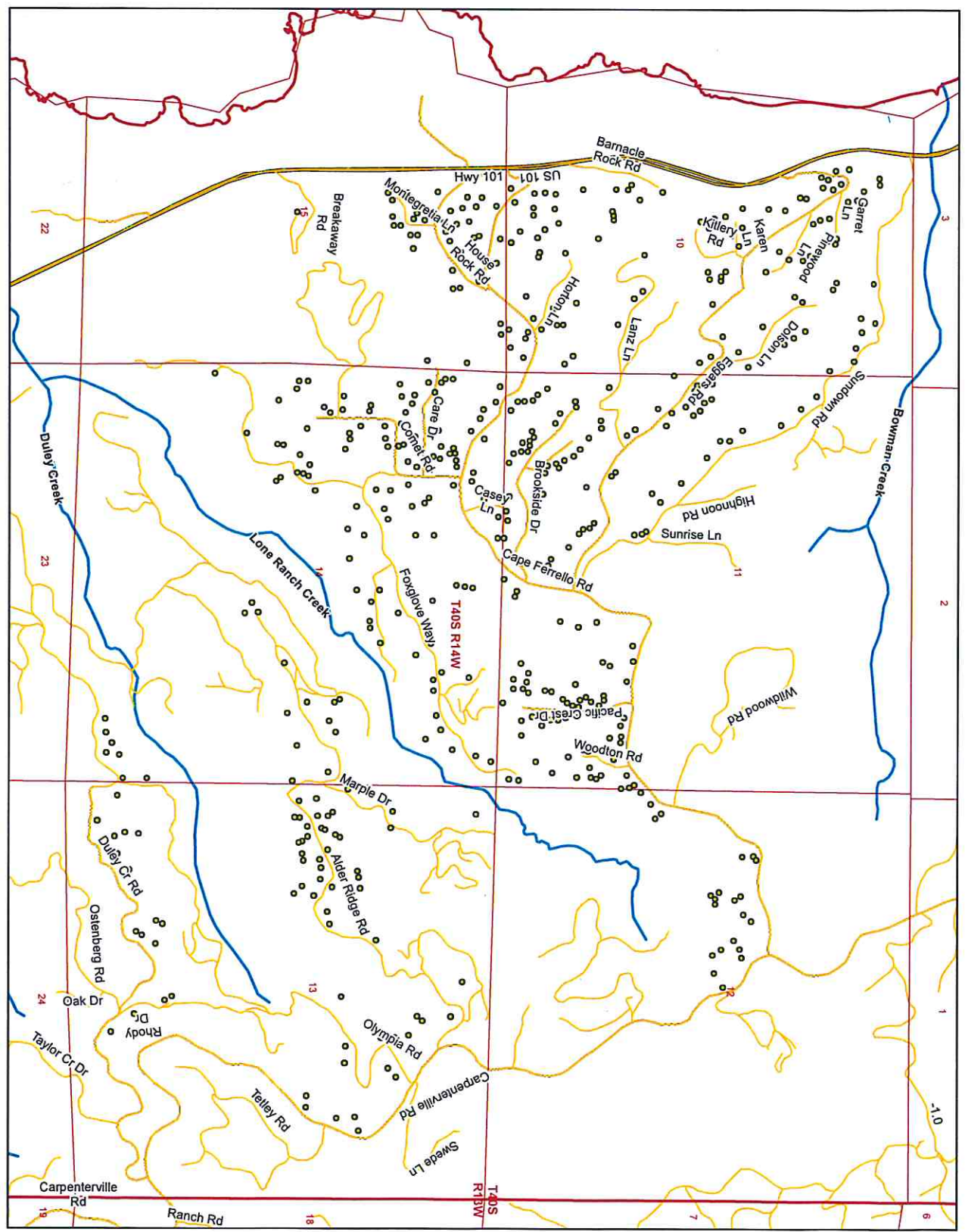
- Legend**
- Major Streams
 - Roads
 - Structures



Datum: North American 1983



Author: Jacob Rosenberg
 Map produced:
 08/07/2017 1130 hrs



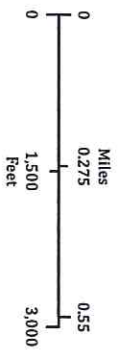
Greater Cape Ferrello Community Firewise Project



Fuel Reduction Acres: 788
Number of Structure: 505
Taxlots: 440

Legend

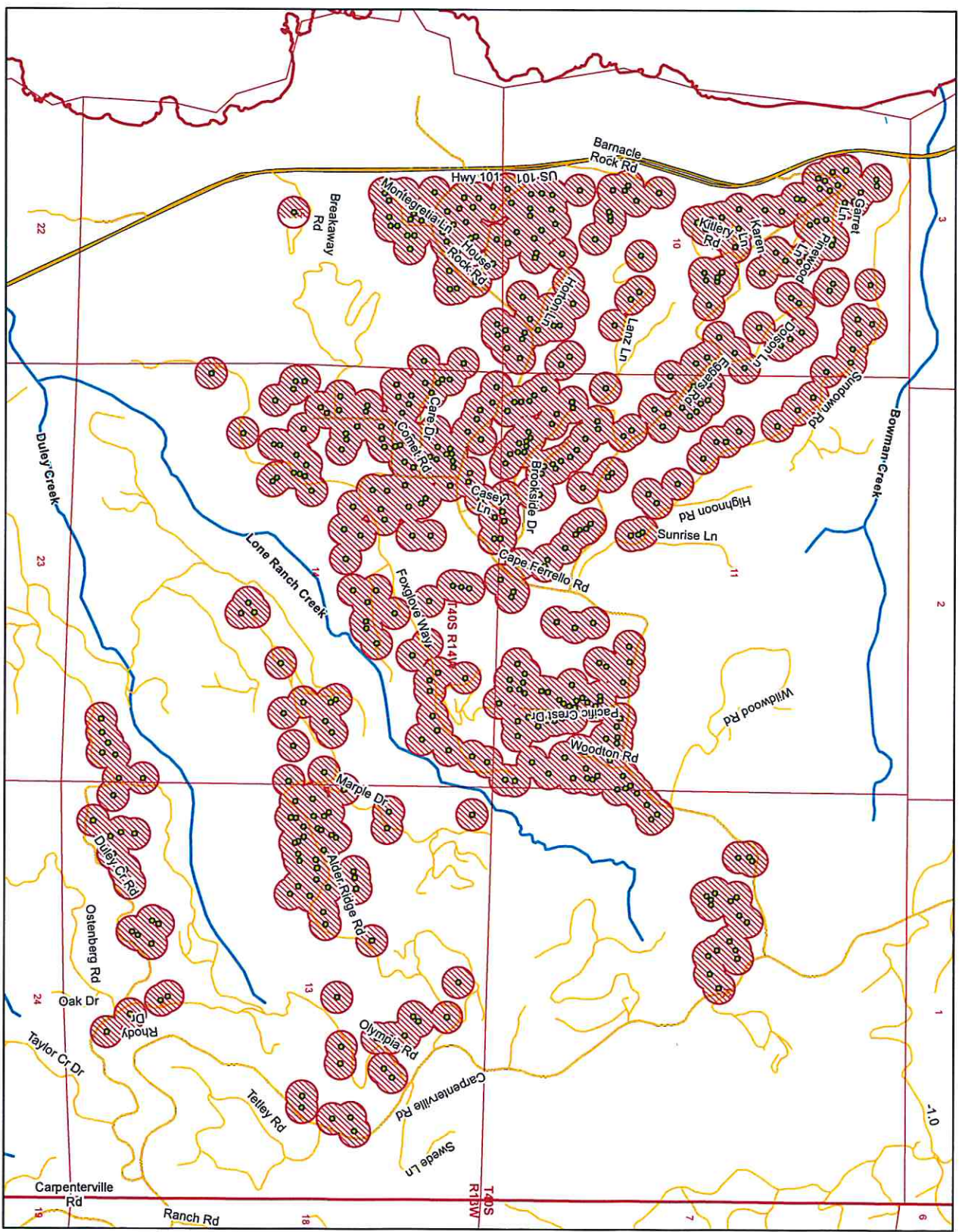
- Major Streams
- Roads
- Structures
- Structure Buffer 200-foot



Daum North American 1993



Author: Jacob Rosenberg
Map produced:
09/07/2017 11:31 hrs



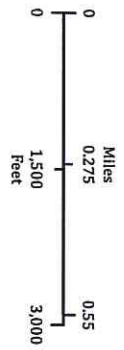
Greater Cape Ferrelo Community Firewise Project



Fuel Reduction Acres: 788
 Number of Structure: 505
 Taxlots: 440

Legend

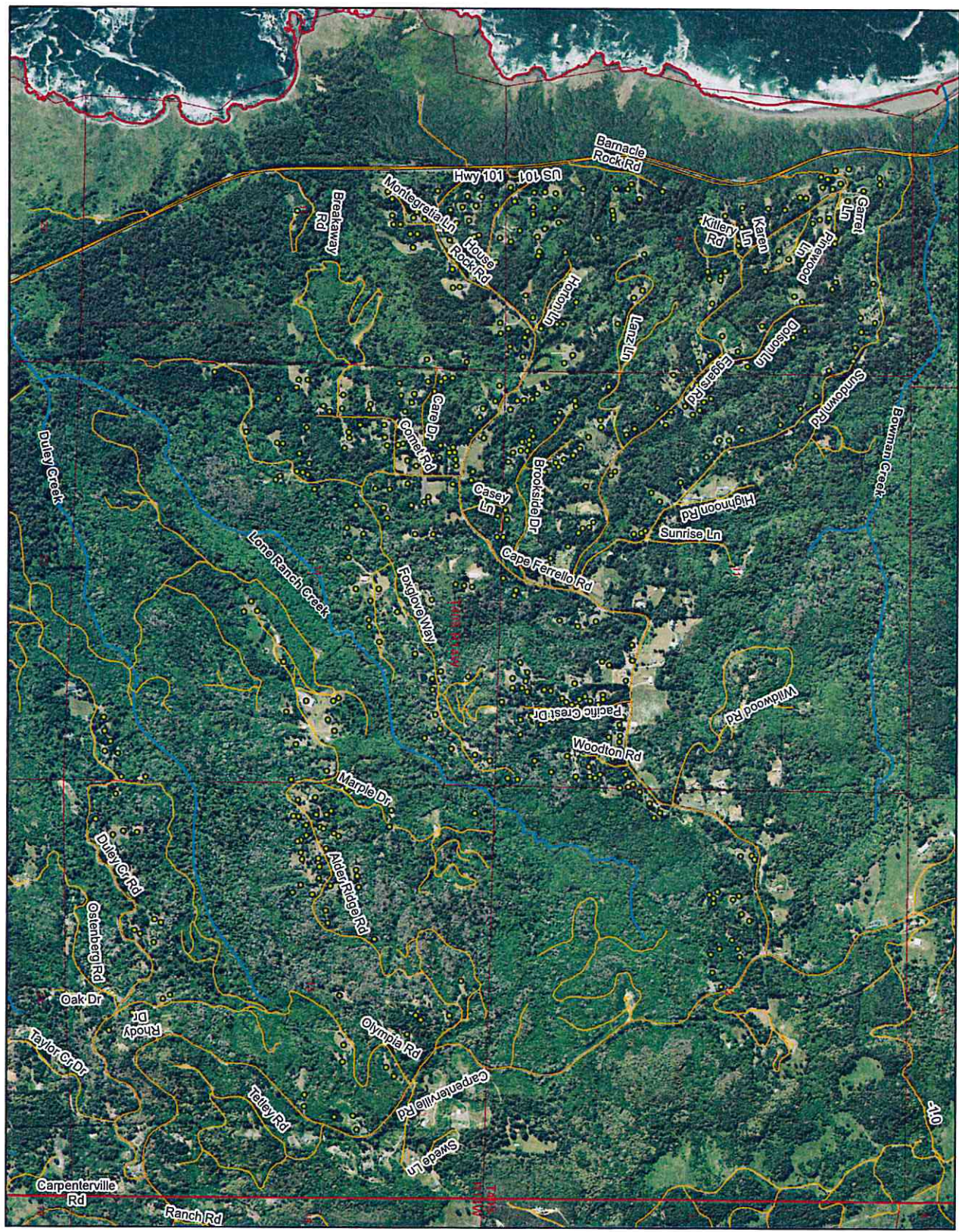
- Major Streams
- Roads
- Structures



Datum: North American 1983



Author: Jacob Reesberg
 Map produced:
 08/07/2017 11:05 hrs



Greater Caper Ferrelo Community Firewise Project



Fuel Reduction Acres: 788
Number of Structure: 505
Taxlots: 440

2012 Imagery

Legend

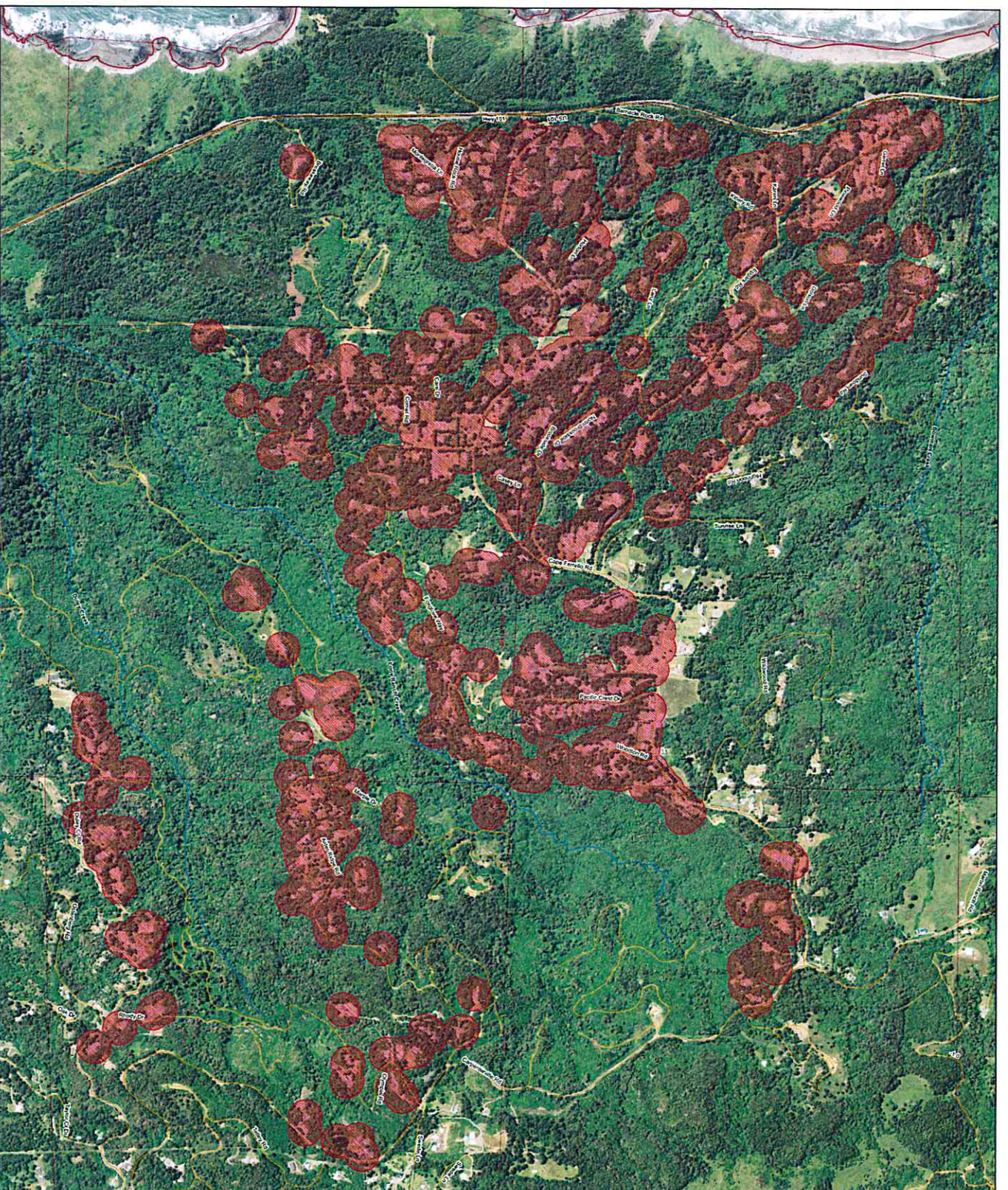
- Major Streams
- Roads
- Structure Buffer 200-foot



Datum: North American 1983



Author: Jacob Rosenberg
Map produced:
08/07/2017 11:22 hrs



Valley Crest Firewise Photos



Before



After

Work completed by CFPA District Handcrews & Suppression Crews June 2017

Valley Crest Firewise Photos



Before



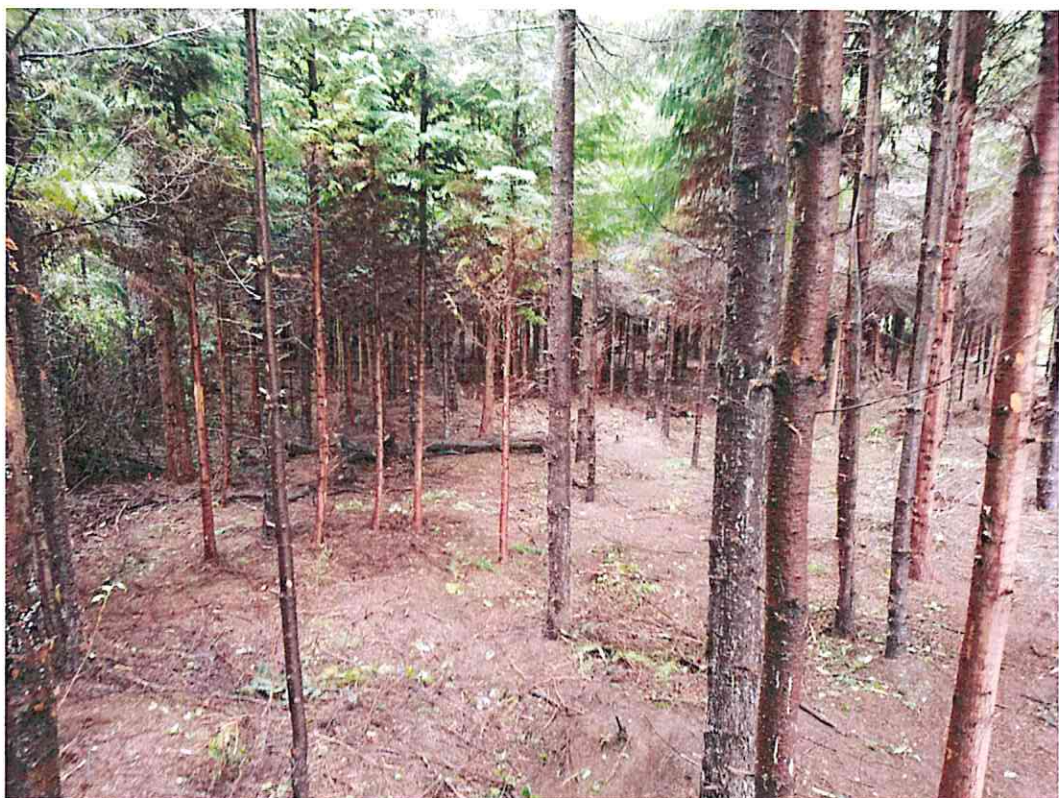
After

Work completed by CFPA District Handcrews & Suppression Crews June 2017

Valley Crest Firewise Photos



After



After

Work completed by CFPA District Handcrews & Suppression Crews June 2017

Greater Cape Ferrelo Community Firewise Project



Fuel Reduction Acres: 788
Number of Structure: 505
Taxlots: 440

Legend

- Major Streams
- Roads
- Structures



Data: North American 1983



Author: Jacob Rosenberg
Map created:
08/07/2017 11:05 hrs



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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Interim County Administrator**AGENDA DATE^a:** 8/16/17 **DEPARTMENT:** BOC Office **TIME NEEDED:** 15 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Comm Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 8/9/17**BRIEF BACKGROUND OR NOTE^b:** Recent 'Interim' County Administrator Job description was approved. Interim Administrator will work during the search process for a permanent County Administrator.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Contract for Interim County Administrator

(2)

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

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

(If Yes, brief detail)

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 ☐



August 11, 2017

Mr. Tom Huxley
Chair, Board of Commissioners
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Dear Chairman Huxley:

Thank you for the opportunity to provide an Interim County Administrator for Curry County. Below is our standard agreement for providing interim services.

Term. The term of this Agreement is ongoing, provided the County may terminate this agreement at any time.

Prothman Interim County Administrator. The Prothman Interim County Administrator serves as a Prothman Company employee assigned to Curry County and shall perform such duties as assigned by the County. The County shall have the right to direct the Prothman Company to replace the Interim County Administrator at any time.

Employer Duties of the Prothman Company. The Prothman Company shall provide a Prothman Company employee qualified to act as the County's Interim County Administrator during the term of the contract. The Prothman Company shall (1) pay all wages and other remuneration to its employee who is provided under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports, (4) prepare, file, and furnish to the employee applicable employee tax forms, and (5) prepare and file, with a copy to the County, applicable employer tax forms.

Duties of the County. When applicable, the County shall provide a work place for the Interim County Administrator and maintain the work place in accordance with applicable health and working standards, notify the Prothman Company immediately of all employee injuries and provide reimbursement to the Interim County Administrator for costs incurred as a result of performing County business such as mileage, travel expenses and other similar costs at the normal County rates and in accordance with the County's cost reimbursement policies applicable to County employees.

Fees & Expenses. The Interim County Administrator's hourly rate is \$51.50 for each hour worked by the Interim County Administrator. Invoices will be submitted to the County every two weeks and are due within thirty (30) days of receipt. The County is also responsible for any client-required licenses, fees or taxes. Delinquent payments will be subject to a late payment charge of 12% (annual) and which will be applied to any unpaid balance owed commencing seven (7) days after the payment due date. Should temporary housing and travel expenses be required for the Interim County Administrator, the County is responsible for reimbursing the Interim County Administrator directly for expenses incurred for temporary housing and travel, the terms of which are to be negotiated between the County and the Interim County Administrator.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Agreement - Curry County and SEIU Local Union No. 503**AGENDA DATE^a:** 8/16/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 10min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 8/7/17**BRIEF BACKGROUND OR NOTE^b:** Three Year Agreement between Curry County and SEIU Local 503 effective July 1 2017 through June 30, 2020. Wages (Article 19) and Insurance (Article 21) will be reopened in years 2 and 3 of the contract.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Agreement

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other Need the original signature from SEIU. 4 originals signature pages to be returned to the union.

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☒ **No** ☐

(If Yes, brief detail) Agreement

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 ☐

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU LOCAL 503, OPEU LOCAL 985

AND

CURRY COUNTY

2017 - 2020

Table of Contents

Preamble	1
Article 1 – Scope of Agreement.....	1
Article 2 – Recognition	1
Article 3 – Nondiscrimination.....	1
Article 4 – Union Rights	1
Article 5 – Management Rights	2
Article 6 – Union Security	2
Article 7 – Hours of Work	3
Article 8 – Overtime.....	4
Article 9 – Travel Expenses	5
Article 10 – Holidays	6
Article 11 – Vacation	6
Article 12 – Sick Leave.....	8
Article 13 – Other Leaves of Absence	9
Article 14 – Personnel Records.....	10
Article 15 – Discipline and Discharge	10
Article 16 – Grievance and Arbitration.....	11
Article 17 – Probationary Period.....	12
Article 18 – Seniority	13
Article 19 – Compensation.....	14
Article 20 – Retirement.....	15
Article 21 – Health and Insurance Benefits	15
Article 22 – Classifications	16
Article 23 – Job Sharing.....	17
Article 24 – Severability	18
Article 25 – Alcohol and Drug Free Workplace Policy	18
Article 26 – Career Development/Training.....	18
Article 27 – New Employee Orientation Information.....	19
Article 28 – Term of Agreement	19
APPENDIX A – SEIU Classifications and Salary Ranges	20
APPENDIX B – Salary Range and Steps	21
APPENDIX C – Drug and Alcohol Policy	22

Preamble

This Agreement is made and entered into by and between Service Employees International Union, Local 503/Oregon Public Employees Union hereinafter referred to as the “Union” and Curry County, a Political Subdivision of the State of Oregon, hereinafter referred to as the “County”.

Article 1 – Scope of Agreement

The Union and the County acknowledge that pursuant to their statutory obligations to bargain in good faith, they have had the opportunity to present and discuss proposals. This document constitutes the sole and complete Agreement between the Union and the County resulting from these negotiations and it embodies all terms and conditions concerning the employees in the bargaining unit.

Article 2 – Recognition

Section 1. Bargaining Unit Members. Curry County, recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees of Curry County, excluding all employees who are elected officials, supervisory and confidential employees as defined by ORS 243.650 (23) and (6), employees currently represented by any other labor organizations, employees of the Road Department, Deputy District Attorneys, seasonal or project employees who are employed less than one hundred eighty (180) days, regular part-time employees who work less than sixty (60) hours per month, irregular employees (as defined by policy), Veterans Service Officer, and Elections Administrator/Chief Deputy.

Section 2. Employee Descriptions. Full-Time employees shall be defined as employees regularly scheduled to work an average of 37.5 hours or more a week or 40-hour work week as directed by the County.

Regular Part-Time employees in the bargaining unit shall be defined as employees who are regularly scheduled to work less than 37.5 hours per week, and who work more than 60 hours per month.

Article 3 – Nondiscrimination

The County and the Union recognize the intent and purpose of public policy and mutually agree not to discriminate against any person with regard to employment or Union membership. The County and the Union further mutually agree not to discriminate against any person with regard to employment because of race, age, religion, color, sex, national origin, physical or mental handicaps, under Executive orders and Federal and State statutes and Administrative Rules and Regulations.

Nothing contained in this Agreement shall prevent the County from making reasonable accommodation required under applicable federal or state legislation or administrative rule.

Article 4 – Union Rights

Section 1. Union Stewards. The Union may designate employees of the County as Union stewards to assist in handling grievances and the administration of this Agreement. The Union shall be responsible for notifying the County of the employees so designated. To the extent reasonably possible, above noted activities should not interfere with normal performance of duties. If such activities must take place during employees’ work time, advance notice to the supervisor is required.

Section 2. Bulletin Boards. The County agrees to furnish bulletin board space in convenient places within the County facilities, for use by the Union in communicating meeting announcements and other Union business information to bargaining unit members. All items so posted will bear the signature of the official of the Union person responsible for the posting and the date thereof.

Section 3. Contacts by Union Representatives. Official Union paid staff representatives shall be allowed reasonable contact with bargaining unit members as long as there is no interference in the normal performance of duties.

Section 4. Leave for Union Activity. Union officers and stewards may be granted reasonable leaves of absence without pay for off-the-job Union business so long as such does not impair the operation of a department.

A Union Steward shall not suffer a loss of regular pay as a result of time spent in grievance meetings with supervisors or other representatives designated by the County. Other Union/Management meetings may, when mutually agreed upon beforehand, be held during a Steward's regularly scheduled working hours without loss of pay to the steward.

Article 5 – Management Rights

In addition to rights specified elsewhere in this Agreement, the County shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; discipline, suspend, demote or terminate a non-probationary employee with just cause; hire, promote, transfer, layoff or retain employees; implement new, and revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities, and standards; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted; determine and assign duties, schedules and hours of work; and continue to subcontract the types of work it has historically subcontracted.

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this Agreement, and the County retains all authority, powers, privileges and rights not specifically limited by the terms of this Agreement, and those granted by ORS 243.650(7)(g). In the event of a conflict between the provisions of the Agreement and any rule or regulation heretofore existing, the provisions of this Agreement shall control.

Article 6 – Union Security

Section 1. Membership. All employees covered by this Agreement shall either become or remain members in good standing or make payment in-lieu-of-dues to the Union. The amount of payment in-lieu-of-dues shall equal regular Union dues and assessments, if any. The County shall notify all newly hired employees of this requirement at the time of employment. Bargaining unit members who exercise their right of nonassociation, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly dues to a nonreligious charity or to another charitable organization

mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the Union.

Section 2. Dues Deduction. Upon written request, employees on a form to be provided by the Union, members of the Union may have regular monthly dues plus any additional voluntary Union deductions deducted from their paychecks. Such deduction will continue until the County has been notified in writing by the member that the deduction is to be terminated. The County will remit and/or pay to the Union the total amount so deducted, accompanied by a list identifying the member for whom the deductions are being paid. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the County receives shall be promptly forwarded to the Union. The Union will maintain the written authorization records and will provide copies to the Employer upon request.

Any written dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. At no time will the County be responsible for enforcing this provision.

Section 3. The Union shall notify the County in writing the amount of dues/fair share to be deducted.

Section 4. The Union agrees to defend, indemnify and hold the County harmless for any claims, actions or loss arising from the operation of this Article.

Section 5. Electronics Membership Data. The County will furnish electronically to the Union on a monthly basis the following information for each bargaining unit employee: department name, PIN number (employee ID number), salary step and range, whether full-time employee is 37.5- or 40-hour work week, office location, amount of dues withheld, home address, home phone number, classification, base pay rate, date of birth, hire date, anniversary date, and full-time/part-time status. New hire and termination information shall be listed under the comments column.

Article 7 – Hours of Work

Section 1. Workweek. A workweek shall consist of five (5) consecutive seven-and-one-half (7.5) or eight (8) hour days in a pre-established work schedule except for alternative schedules allowing for four (4) day schedules or other flexible arrangements. The workweek shall begin on Sunday and end on Saturday. Each employee shall have at least two (2) consecutive days off, except in those departments which require rotating weekend coverage.

Section 2. Work Schedules. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is a work schedule with the same starting and stopping time. An example is a 4-10 work schedule that is a four (4) day work schedule with the same starting and stopping times. A flexible work schedule is a work schedule that varies the number of hours worked on a daily basis, but not necessarily each day, which may vary the starting and stopping times.

The Union and the County mutually support the use of flexible work schedules. An employee requesting authorization to work a flexible schedule shall have that request accommodated, provided such a schedule meets the operational requirements of the department.

Work schedules may be changed only after ten (10) work days' notice in advance, except in the situations beyond the control of the department head.

Section 3. Rest and Meal Periods. All employees shall be entitled to a fifteen (15) minute rest period in each half-shift, to be taken, insofar as practicable, in the middle of the work period. Employees working a 4-10 schedule shall be entitled to an eighteen (18) minute rest period in each half-shift, to be taken, insofar as practicable, in the middle of the work period.

All employees shall be granted an unpaid meal period of not less than thirty (30) minutes. Meal periods shall be scheduled at approximately the middle of the work period.

Article 8 – Overtime

Section 1. It is the policy of the County to reduce to a minimum the necessity for overtime work. No overtime shall be allowed except under unusual or extraordinary circumstances. All overtime work must have appointing power or designee authorization. Overtime shall be considered as time worked in excess of the normal hours worked per work week for full-time employment, including in that work period any sick time or vacation time actually taken. All provisions of Article 8 (Section 1-Section 6) shall apply to non-exempt employees. For exempt employees who are part of the bargaining unit, only Section 2 and Section 4 of Article 8 shall apply.

Overtime compensation for authorized overtime work shall be as follows:

- (a) Compensation for authorized overtime hours worked in excess of the regular work week shall be by compensatory time off at the rate of time and one-half or monetary compensation at the rate of time and one-half, at the appointing authority's or its designee's option.
- (b) Full-time employees must be notified sixteen clock hours in advance of the intent of the supervisor to modify the starting and/or ending time of the employee's work day. At the time of notification the supervisor will inform the employee of the estimated ending time of the employee's work day. If the supervisor fails to provide appropriate notice the employee will be paid time and one-half for the time worked in excess of his/her regular shift. The notice requirements can be waived upon written mutual agreement between the employee and supervisor to modify the employee's work schedule.
- (c) Overtime shall be calculated to the closet quarter hour (.25).
- (d) Any compensatory time off shall be taken at a time scheduled and approved by the appointing authority or its designee. Compensatory time may not be accumulated in excess of eighty (80) hours. Compensatory time in excess of eighty (80) hours will be paid at the employee's hourly rate. It is understood that a good faith attempt will be made by the employee and the supervisor to mutually schedule the time off.

Section 2. Exception to Overtime Compensation. Consistent with state and federal law the Board may exempt certain classifications from overtime compensation on the basis of work or conditions of employment.

Section 3. Holiday Work. Work performed on holidays, as listed in Article 10, which fall within the regular work schedule shall be considered as overtime work and employees who work holidays shall be granted time and one-half for the hours worked in addition to their regular pay, subject to the limitations set forth in Section 1 and Section 2 of this Article.

Section 4. On-Call Duty. On-call definition: On-call is time spent other than the regularly scheduled County-designated work days, when an employee is required by job description to be available for response to perform work. An on-call schedule will be provided to affected employees. On-call employees are required to be available to be contacted and to respond to calls within a maximum of fifteen (15) minutes and be able to be at a worksite within thirty (30) minutes. On-call is performed in a twenty-four (24)-hour or more time period.

On-call employees in the Juvenile Department shall be limited to no more than three (3) on-call periods of seven (7) calendar days in an eight (8) week time period; in addition, there should be a minimum of a two (2) week interval between on-call assignments.

The Juvenile Department and Director will meet to discuss and resolve scheduling on-call shifts that exceed contract restrictions when mutually agreed to between the employee and supervisor.

Employees scheduled for on-call shall be paid two (2) hours of pay at the regular straight time rate for each calendar day between Monday and Friday and four (4) hours of pay at the regular straight time rate per calendar day for Saturday, Sunday, and holidays.

Section 5. Call back hours shall be defined as all work performed outside of the scheduled work day, or work week that is not continuous with the scheduled work hours. An employee called back to work after completing regular daily work assignments shall receive a minimum of two (2) hours overtime.

Section 6. Phone Calls. When an employee responds to a telephone call at home outside normal working hours, which does not necessitate the employee leaving his/her home, compensation for the work activity should be dependent on whether:

- (1) It is a stated responsibility of the employee to respond to such calls;
- (2) The employee is eligible for overtime;
- (3) The phone call is of at least fifteen (15) minutes duration;
- (4) A record of the call is maintained on a standard log format and is certified correct by the employee.

If all the above conditions within this section six (6) are met, compensation shall be for fifteen (15) minutes and to the nearest quarter-hour thereafter. Individual calls will be combined when they represent a part of a single service.

Article 9 – Travel Expenses

Travel, meal and lodging reimbursement and advances shall be in accordance with current County personnel rules. Unauthorized use of personal vehicle will not be reimbursed. The County will reimburse an employee for authorized use of his/her personal vehicle on official County business at thirty cents (\$.30) per mile. However, the IRS business rate will be reimbursed if there are no County vehicles available and employee is required to use his/her personal vehicle. All requests for reimbursement must be submitted to the supervisor within thirty (30) days of the end of the month of the occurrence.

Article 10 – Holidays

Section 1. The following days shall be recognized as guaranteed paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Two (2) Floating Holidays	Scheduled by mutual consent (<i>Not carried over into next fiscal year, no cash value</i>)
Christmas Day	December 25

Section 2. Observance. If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. If occurring on Saturday, the preceding Friday shall be observed as the holiday.

Section 3. The employee whose scheduled day off falls on a holiday shall receive a postponed holiday to be taken at a later time by mutual agreement with the supervisor's approval.

Section 4. Holiday Work. Non-exempt employees working on a paid holiday shall be paid time and one-half (1-1/2) their applicable straight-time rate for all hours worked in addition to the holiday pay.

Section 5. Holiday Pay. Employees shall receive one day's pay for each holiday observed as indicated above if such holiday observance falls within their workweek and on a day upon which they perform no work. Part-time employees shall receive holiday pay proportionate to their regular full-time equivalency status.

Section 6. Integration with Other Leave. Should an employee be on vacation or authorized leave with pay when a holiday occurs, such holiday shall not be charged against leave or vacation. If an employee is on an unpaid leave of absence when a holiday occurs, the employee will not receive holiday pay for that day.

Section 7. Exempt Employees. Exempt employees shall receive a floating holiday in addition to the holidays designated in Section 1, above.

Section 8. Floating Holidays. All new full-time and part-time employees, after having served in County service for three (3) continuous months, shall be credited with applicable floating holidays.

Article 11 – Vacation

Section 1. Accrual. Full-Time Employees. Full-time employees, after having served in County service for six (6) continuous months, shall be credited with six (6) work days' vacation leave and thereafter vacation leave shall be credited as follows for continuous service:

Work Hours per Week	Hours of Accumulation per Month Continuous Service	
	37.5	40
After six (6) months of continuous service through fifth year	7.5	8
After 5 th year of continuous service through 10 th year	9.375	10
After 10 th year of continuous service through 15 th year	11.250	12
After 15 th year of continuous service through 20 th year	13.125	14
After 20 th year	15	16

Employees shall not accumulate vacation leave in excess of two hundred (200) hours.

Part-Time Employees. Regular part-time employees working 18.75 hours (based on a 37.5 hour week) or 20 hours (based on a 40 hour week) or more hours per week may accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. Such employees must work 975 hours (based on a 37.5 hour week) or 1040 hours (based on a 40 hour week) before they are credited with one (1) year of service.

Section 2. Scheduling. Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine with the supervisor's approval, the vacation times, subject to two (2) weeks' notice and scheduling required for public services based upon the needs of an efficient operation, and the County's right to so arrange scheduling that each employee has a reasonable opportunity if he/she chooses to use at some time during the fiscal year the full amount of the vacation credit which he/she could accumulate in twelve (12) months of continuous service.

If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement by the parties concerned, the employee having the greatest length of service with the County shall be granted the time, provided, however, that an employee shall not be given this length of service consideration more than once in every two (2) years.

When an employee's vacation accrual reaches one hundred seventy-five (175) hours the supervisor will be notified. At that time, the employee and the supervisor shall schedule a period of vacation time sufficient to prevent the loss of an employee's vacation leave. If the County cancels the employee's scheduled vacation and the result is that the employee exceeds the two hundred (200) hour maximum accrual, the County will reimburse the employee at their regular rate of pay for the resulting lost vacation hours over the two hundred (200) hour maximum.

Section 3. Cancellation. Approved vacations may not be cancelled by the County except in the event of an emergency. Where vacations are to be cancelled, the County shall give the employee written notice.

Section 4. Pay Upon Separation. All employees shall be entitled to payment for unused vacation leave, upon separation from County service.

Section 5. Accrual During Leave. Employees who are granted a leave of absence for any purpose shall continue to accrue vacation time at the regularly prescribed rate. Vacation leave shall not accrue during a leave of absence without pay.

Article 12 – Sick Leave

Section 1. Eligibility. All employees shall be entitled to earn and accrue sick leave with pay on the first day of employment. Employees who regularly work half-time or more shall accrue sick leave on a pro-rata basis. Less than half-time employees accrue sick leave at the rate of one (1) hour of sick leave per thirty (30) hours worked.

Section 2. Accrual. Employees who regularly works 37.5 hours per week shall accrue sick leave at the rate of seven-and-one-half (7.5) hours per month. Employees who regularly work forty (40) hours per week shall accrue eight (8) hours of sick leave per month.

Section 3. Utilization. An employee may use accrued sick leave when unable to perform by reason of:

- (1) Illness or injury;
- (2) Necessity for medical or dental care;
- (3) Serious illness, injury or death in his/her immediate family;
(immediate family is defined as spouse, same-sex domestic partner, child, foster child, grandchild, sister, brother, parents, step-parents, grandparents, aunt, uncle, niece, nephew as well as mother-in-law, father-in-law, sister-in-law, and brother-in-law. Absence to attend seriously ill or injured family member shall be limited to the time the employee's presence is actually required);
- (4) Childbirth – the spouse may use sick leave to be present for the birth of his/her child.

Section 4. Notification Procedures. Any employee requiring the use of sick leave shall notify the immediate supervisor no less than thirty (30) minutes prior to the reporting time if reasonably possible. In the case of a continuing illness of three (3) or more days, the employee or responsible household member shall contact the immediate supervisor on no less than a weekly basis to keep the supervisor apprised of the approximate date of the ability to return to work.

A physician's statement regarding the nature of the illness or injury, the need for the employee's absence and the duration of the absence may be required by the County in the event of absences of three (3) days or more.

Section 5. Accrual During Leaves. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate. Sick leave shall not accrue during a leave of absence without pay.

Section 6. Workers' Compensation. Salary paid for a period of sick leave resulting from a compensable injury shall be equal to the difference between the Worker's Compensation for lost time and the employee's regular gross salary rate subject to mandatory payroll withholding. The employee may choose to use other forms of accrued leave if sick leave is exhausted.

Section 7. Payment Upon Retirement. Employees will be granted credit for accumulated sick leave in the form of increased retirement benefits upon service or disability retirement in accordance with PERS regulations.

Section 8. Sick Leave Without Pay. An employee who exhausts sick leave and is unable to return to work may be placed on leave without pay with approval of the appointing power.

Section 9. Hardship Sick Leave. Employees who have exhausted their sick and vacation leave benefits may obtain sick leave from other County employees (with their written consent) if they require extended time off for his/her illness or injury as defined by OFLA/FMLA regulations. Only employees who have accumulated more than two hundred forty (240) hours sick leave may make sick leave contributions; and no employee may contribute more than forty (40) hours sick leave per year to any other employee. No employee can receive more than two hundred forty (240) hours of contributed sick leave -in any one (1) calendar year, unless approved otherwise. Once an employee has authorized transfer of sick leave to another employee, that transfer is final.

Article 13 – Other Leaves of Absence

Section 1. Leave Without Pay. Subject to approval by the Department Head, the County may grant a leave of absence without pay, not to exceed ninety (90) calendar days, if County business would not be jeopardized. Request for such leave must be in writing to the Department Head and must establish reasonable justification. Such leave will not be approved for an employee who is accepting employment outside the County service. An employee who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, comp time and floating holidays that have accrued, before the employee is placed on leave without pay. Such leaves may be extended by mutual agreement of the County and the employee.

Section 2. Court Appearances. In the event an employee is subpoenaed to appear as a witness in a trial or other proceedings not related to work, the employee shall be granted, at the employee's option, either accrued vacation time, accrued comp time or leave without pay for such appearance for time actually lost from work. Employees shall be granted leave with pay at the regular rate any time they are required to appear in court or other proceedings relative to matters resulting from the performance of their official duties or for jury duty; provided, however, that any money received for jury duty or witness fees be returned to the County.

Section 3. Military and Peace Corp Leave. Military and Peace Corps leave shall be in accordance with the applicable federal and state law.

Section 4. Pregnancy Leave. An employee affected by pregnancy, childbirth, or related medical conditions shall be afforded rights provided by applicable state and federal statutes. Since duties will be tailored based on a physician's statement of types of light or limited duties, these duties may overlap other classifications and may change the essential duties performed by other employees who suffer no economic change due to these temporary work changes.

Section 5. Union Leave. An employee who has been selected as a delegate to the Union's General Council or Steward's Conference shall be granted vacation, compensatory time, or unpaid leave to attend meetings of said event provided he/she gives thirty (30) days' notice and such leaves meet operational requirements of the County.

Section 6. Bereavement Leave. Paid bereavement leave shall be earned at the rate of one (1) day per completed full year of employment for the first two (2) years. Thereafter, the employee shall be credited with a bank of a total of three (3) days of bereavement leave at the completion of each full year of employment. At no time will an employee have more than three days of accrued bereavement leave.

An employee may use accrued bereavement leave when a death occurs in his/her immediate family as defined in County Personnel Rules, Article 3. Additional bereavement leave shall be granted consistent with guidelines established by the Oregon Family Leave Act (OFLA) and shall be deducted from the employee's sick leave.

Any bereavement leave authorized under OFLA shall be concurrent to the above-described leave.

Section 7. Family/Medical Leave. Family/Medical leave shall be granted in accordance with FMLA and OFLA regulations.

Article 14 – Personnel Records

Section 1. An employee shall have the right to view only his/her personnel file. An employee shall be entitled to a copy of any material found in his/her personnel file.

Section 2. Except as otherwise provided below, no information or material reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The signature does not indicate the employee's agreement or disagreement with the content of this material. If the employee refuses to sign, the material may be placed in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at his/her address of record.

Section 3. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material or job related matter placed in their file. This employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's personnel record.

Section 4. An employee may include in his/her official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material which relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates or college credit information may be retained so long as they remain valid and relevant to the employee's work.

Section 5. Disciplinary actions, as identified in Article 15, shall be retained in the file for a maximum three (3) years, unless other disciplinary actions, which are for related conduct or for different conduct of similar severity, have been taken and sustained during that period. Such subsequent disciplinary actions shall commence a new three (3) year period. At the employee's request, material that falls within the above parameters may be removed from the employee's personnel file after the time period. The removed documents shall be maintained by the County in a separate location in accordance with State Archives rules and regulations. A copy of this material shall also be given to the employee at the time of removal.

Article 15 – Discipline and Discharge

Section 1. Just Cause. Non-probationary employees may be disciplined or discharged only for just cause. Disciplinary actions include, but are not limited to: written reprimands; denial of scheduled performance pay increase; reduction in pay; demotion; suspension with or without pay; and dismissal. All disciplinary action, as defined in this Article, will be clearly labeled as a disciplinary action.

The parties acknowledge that the County may need to counsel employees regarding work place performance and behavior. County will provide directives prior to imposing counseling. In the event the County needs to take corrective action and counseling, the County will provide a written notice of such with clear notice that the matter is counseling and not formal discipline. The written notice will be maintained in a yearly file only for the purposes of yearly evaluations and will not be placed in the personnel file, however, can serve as notice for future just cause actions. Corrective actions and counseling, including work improvement plans, are not subject to the discipline/grievance process.

Section 2. Required Information. An employee who is subjected to an investigatory interview, which he/she believes might lead to discipline, shall be allowed the right to be accompanied by a representative of the Union of the employee's choice provided such will not result in an undue delay. The role of such representative shall be in accord with guidelines set forth by the Employment Relations Board.

Section 3. Discipline Appeals. Prior to an employee being reduced in pay, demoted, suspended without pay or dismissed, the employee shall receive written notice of possible sanctions, the specific charges and facts supporting the charges. The employee shall be given an adequate opportunity to respond to or refute the specific charges and facts and to present any mitigating circumstances before the proposed disciplinary action is taken, except in instances where immediate suspension is required due to the County's obligation to protect the public.

Section 4. Election of Remedies. The Union and the County agree that the grievance procedure process defined in Article 16, Grievance and Arbitration, shall be the exclusive remedy for appeals or discipline or discharge for bargaining unit members.

Article 16 – Grievance and Arbitration

Section 1. A grievance shall consist of a claim that there has been a violation of this Agreement.

"Day," as used herein, shall refer to calendar days. Any grievance, which may arise under this Article, shall be settled in the following manner:

Step 1. After attempting to settle the grievance informally, the grievant, or the Union, shall within twenty (20) days of the date the grievant became aware, or by reasonable diligence should have become aware of the event causing the grievance, reduce the grievance to writing and present it to the appropriate supervisor.

The written grievance shall include:

- (1) A complete statement of the facts supporting the contention that this Agreement has been violated.
- (2) Specific provisions(s) of the Agreement allegedly violated.
- (3) The remedy sought.

The supervisor shall consider the grievance and provide the grievant with a written reply within seven (7) days of the supervisor's receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the Union may advance the grievance in writing to the Department Head within seven (7) days of receipt of the Step 1 response. The Department Head will give full consideration to the problem after allowing both sides to

present their contentions. The Department Head will issue a written decision within seven (7) days of his/her receipt of the grievance.

Step 3. Failing to settle the grievance in accordance with Step 2, the grievance may be submitted by the Union to binding arbitration within thirty (30) calendar days of the County's written response at Step 2. The Union may notify the County of a desire for arbitration and shall request a list of seven (7) Oregon arbitrators from the Employment Relations Board (ERB). The parties will alternately strike from the ERB list of qualified arbitrators, one (1) name at a time, until only one (1) name remains on the list. The toss of the coin shall determine which party will strike the first name. The parties will then jointly notify the arbitrator of his/her selection. Arbitration will thereafter commence on a date to be selected by the arbitrator.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement.

Section 2. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator's award shall be issued within thirty (30) days from the date of the hearing.

Section 3. Fees of the arbitrator and his/her expenses of conducting the arbitration shall be borne equally by the parties.

Section 4. No reprisals shall be taken against any employee for exercise of rights under this Article.

Section 5. Time deadlines provided in this Article may be extended by mutual agreement, in writing, of the County and the Union. Otherwise, failure of the grievant or Union to abide by specified timelines shall constitute abandonment of a grievance. Failure of the County to abide by the timelines shall result in the grievance being advanced to the next step.

Article 17 – Probationary Period

Section 1. Duration of Probationary Period. Every person appointed to a position with the County shall serve a probationary period of nine (9) months. Employees in the County Clerk's office, the Treasurer's office and the Assessor's office shall serve a probationary period of twelve (12) months, due to seasonal workload fluctuations.

Section 2. Transfers During Probation. An employee who is transferred to another position within the bargaining unit prior to the completion of the probationary period, shall complete the probationary period in the latter position by adding thereto service in the former position unless the transfer was to a different department, in which case an additional probationary period of not less than six (6) months is required.

Section 3. Transfers After Probation. An employee who voluntarily transfers to another position within the bargaining unit in a different department after completing the probationary period shall serve an additional trial service period of three (3) months. At any time during this trial service period, if the employee chooses to return to his/her previous position or if it is determined by the supervisor that the employee is not capable of performing the duties of the position to which transferred, the employee shall have the right to return to his/her previous position or to a comparable vacant position.

Section 4. Dismissal During Probationary Period. At any time during the probationary period following new hire status, an employee may be terminated without cause.

Section 5. Probationary employees shall have no recourse to the grievance procedure.

Section 6. Promotion. Every person promoted to a position within the bargaining unit shall serve a trial service period of six (6) months. At any time during this trial service period, if the employee chooses to return to his/her previous position or if it is determined by the supervisor that the employee is not capable of performing the duties of the position to which promoted, the employee shall have the right to return to his/her previous position or to a comparable vacant position.

Article 18 – Seniority

Section 1. Seniority shall be defined as an employee's length of continuous service since last date of hire. Employees rehired within one (1) year shall retain previously accrued sick leave and seniority but shall not receive credit for the period of absence.

Section 2. Seniority shall be established from the last date of hire as outlined in Section 1 of this Article, and continue to accrue during all paid time in the bargaining unit. In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the flip of a coin.

Section 3. Part-time employees shall accrue seniority proportionate to FTE status.

Section 4. Seniority shall be terminated if an employee is discharged or retires, resigns or quits and is not rehired within twelve (12) months, is laid off for more than eighteen (18) months, fails to report to work at the end of leave of absence, or is absent in excess of one (1) year due to illness or injury not job-related.

Section 5. Layoffs. In the event of a reduction in the workforce, layoffs will be made by seniority in the job classifications and within the department for which layoffs are required. When the workforce is reduced, employees will receive a minimum of two (2) weeks (14 calendar days) notice prior to layoff. The County shall publish a list of employees affected by layoff, by classification and seniority, to be provided to union officers.

Application of seniority shall prevail in reduction and restoration of the workforce, providing the senior employee is capable of performing the work as determined by the Department Head. The Department Head shall not be arbitrary or capricious in making that determination.

Section 6. Recall from Layoff. Employees on layoff status shall be eligible for recall for a period of eighteen (18) months from the date of layoff. It is the responsibility of the employee to maintain contact with appointing power during the eighteen (18) month recall period by providing a current mailing address and current phone number, if available. Upon recall, an employee shall have all previously accrued sick leave and seniority reinstated but shall not receive credit for the period of the layoff.

Section 7. Irregular employees within the same classification and department shall be laid off before any regular employees within the same classification and department are laid off.

Section 8. In the event of a layoff, the employee may demote to the lowest seniority position in any

classification for which he/she is qualified within department. Said action shall be initiated by giving written notice to the appointing power within seven (7) days of the notice of layoff. In the event a bumped employee intends to bump another employee, the former shall give written notice to the appointing power within seven (7) days of the notice of his/her bumping. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to but not higher than their current salary. In addition, employees who demote shall be placed on a recall list for vacant positions within the department and classification from which the employee was laid off. In addition, employees shall be placed on a recall list by department for any position for which they are qualified and which becomes vacant. The personnel office will notify laid-off employees of job openings outside their department. Any employee who does not accept a recall position from their previous department will lose any further recall rights and will be deemed to have resigned from the County employment.

Article 19 – Compensation

Section 1. Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the classification in which the employee is employed. The salary ranges are specified in Appendix A attached.

Effective July 1, 2017, the salary scale will remain unadjusted.

Section 2. Entrance Salaries. Normally, an employee will be appointed or reinstated at the entrance rate for the class. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, authorization must be obtained in writing from the Board prior to the effective date of hiring. The Board will consider the qualifications of the candidate, availability of applicants, and salary relationship with other similar positions in ruling on the request.

Section 3. Salary Increases. Salary increases are not automatic and shall be based upon tenure. A salary increase may be recommended as follows:

Effective July 1, 2017 each employee eligible for a step will receive two half steps. No further steps will be awarded during FY 2017-18.

- (a) A new employee, including a regular part-time employee, shall be eligible for advancement to the next step of the salary range after twelve (12) continuous months of satisfactory service in that class.
- (b) Employees who have served satisfactorily for twelve (12) continuous months following an in-range salary adjustment shall be eligible for advancement to the next step of the salary range. The eligibility date shall be delayed one (1) month for each non-continuous month occurring during eligibility periods.
- (c) Employees who begin work or are promoted to a higher classification prior to the fifteenth (15th) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15th) day of the month shall have an anniversary date of the first of the next month.

Section 4. Demotion. If an employee is demoted or reclassified to a class with a lower salary range for reasons that do not reflect discredit on the employee's employment record, the employee's salary rate may remain the same. Demotion for cause may result in a corresponding reduction in salary.

Section 5. Transfer. Normally, if an employee is transferred, the rate of pay remains the same, subject to the classification or position transferred to.

Section 6. Longevity. Upon completion of the required number of years of continuous uninterrupted full-time service with the County, an employee shall be eligible for longevity pay as follows:

- (a) 5 through 9 years of service, 1.5% of the base rate per month;
- (b) 10 through 14 years of service, 2.5% of the base rate per month;
- (c) 15 through 19 years of service, 3.5% of the base rate per month;
- (d) 20 or more years of service, 5% of the base rate per month.

The above rates are not cumulative.

The base rate is Step B in each salary range with a cap of two (2) times the lowest base rate of Grade 3, Step B.

An employee is eligible for longevity pay only so long as productive work continues. An employee who receives a less than satisfactory evaluation will be given a written notice sixty (60) days prior to cessation of longevity pay. At the end of said sixty (60) day period, a re-evaluation will occur. If the employee receives a less than satisfactory re-evaluation, the employee shall not be eligible for longevity pay until his/her next annual evaluation.

Continuous uninterrupted service for purposes of longevity pay shall mean that period in which the employee is employed by the County or a public entity within the contract of the County, which is unbroken by separation from employment, except time spent by an employee on any authorized leave or a layoff period not to exceed twelve (12) months.

Regular part-time employees shall receive credit toward eligibility for longevity pay based upon hours worked. To receive credit for one (1) year of service, such an employee must work 1950 hours (based on a 37.5 hour week) or 2080 hours (based on a 40 hour week).

Section 7. Work Out of Classification. When an employee performs substantially all of the duties of a higher-level classification for a minimum of fourteen (14) consecutive calendar days, that employee shall be compensated at the first step of the pay grade of the higher classification if it is higher than the employee's current rate, or five percent (5%) above an employee's current rate, whichever is greater, for the time spent performing those duties.

Article 20 – Retirement

Section 1. The County will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. The employee's contribution to the System will be paid by the a pretax deduction from the employee (Member Paid Pre Tax) pursuant to the Letter of Agreement filed in Curry County on 07/02/2014 which provides that the County will pay the employee's contribution in exchange for a 6.4% salary increase effective July 1, 2014.

Article 21 – Health and Insurance Benefits

Section 1. Insurance. Effective July 1, 2017 and throughout the term of this agreement, the County will contribute \$1100.00 per month per full time (budgeted 37.5 hour or 40 hour position) employee for the purchase of insurance premiums. Employees will be responsible for additional premium costs through payroll deductions. Effective July 1, 2017, the medical, dental and vision insurance will be provided through Teamsters 206 Employers Trust 206 Plan AAVR as provided by the Teamster 206 Employer Trust subscription agreement. Parties acknowledge that benefit design is determined by the Teamsters 206 Employers Trust, and thereby, parties expressly waive any further bargaining rights or obligations resulting from change in benefit design. As represented by the Teamsters 206 Employers Trust, Plan AAVR complies with ORS 243.303 and ORS 106, and the Plan will accept current County retirees who are currently covered under the employer's previous medical plan as required by ORS 243.303. In the event Plan A is in conflict or violation with the Affordable Care Act, the parties will initiate mid-term bargaining for Article 21, section 1, as provided by ORS 243.698.

Section 2. Regular part-time employees who regularly work ½ time or more: Employer will contribute to the cost of medical-hospital, dental and vision insurance on a pro-rate basis (FTE status).

Section 3. Life Insurance. The County shall provide term life insurance and accidental death and dismemberment benefit to all bargaining unit employees. The amount of life insurance shall be \$10,000. The County shall assume the entire premium for such coverage.

Section 4. Insurance Committee. The County agrees to continue the Insurance Committee for the purpose of investigating alternative health care providers and plans, investigating cost containment and wellness measures to help keep medical costs low, and to develop an "educated consumer" approach to health insurance. The Insurance Committee shall consist of two (2) bargaining unit employees appointed by the Union and two (2) management representatives. The Insurance Committee shall meet at least once prior to February 1, and thereafter continually as mutually agreed. The meetings will happen during work time to permit employee input into the health care plan design and choices and also to identify how the union and management will accomplish any movement to a different plan during the term of this Agreement. Additional meetings of the Committee may also be scheduled by mutual agreement. The Insurance Committee may make non-binding recommendations to the County and the Union; however, any change in plan providers shall be subject to the approval of the County and Union membership and mutual agreement of the parties.

Article 22 – Classifications

Section 1. New Classifications. The Union agrees to the process of salary recommendation by the Salary Evaluation Committee and the process of salary recommendation by the Salary Evaluation Committee. The County shall so notify the Union and provide the Union with a copy of the job description for the new classification and the wage scale assigned thereto.

In the event the Union and the County agree that the newly created job classification appropriately belongs in the bargaining unit, and if the Union serves written notice of its desire to bargain over the wage rate assigned the classification, the Union and the County shall enter into negotiations for wages and those issues unique only to the newly created classification.

In the event the County disagrees with the Union's contention that the newly created classification appropriately belongs in the bargaining unit, the Union has the option to petition the Employment Relations Board for a unit clarification.

Section 2. The County shall maintain classification specifications for each classification included in the bargaining unit. Upon request, the County shall provide a copy of the current written job description on file with the Personnel Office to employees in the bargaining unit.

Section 3. Promotions/Reclassifications. For purposes of this Article, reclassification means a change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class, at the same level on the basis of significant changes in the kind, difficulty or responsibility of the work performed in such position.

If an employee considers his/her position to be improperly classified, the employee may process a reclassification request through his/her Department Head. When an employee files a reclassification request, she/he should attach the most recent copy of his/her job description to the request. Upon review, the Department Head shall, within fourteen (14) calendar days, forward the request to the Salary Evaluation Committee for review.

Once the request for a reclassification is received by the Salary Evaluation Committee, the Committee will have forty-five (45) calendar days in which to respond to the request.

The Salary Evaluation Committee shall include two (2) members of each group covered by the salary study. The Union retains the right to select the members that will represent it on the committee.

When an employee is promoted to a higher level classification, she/he shall be compensated at the 1st step of the higher pay grade or five percent (5%), whichever is greater.

Section 4. Performance Evaluations. Every employee shall receive a performance evaluation prior to the end of a probationary period and at least annually thereafter within sixty (60) days after the employee's eligibility date even if the employee is at the maximum rate for his/her classification.

The supervisor shall discuss the performance evaluation with the employee. The employee shall have the opportunity to provide his/-her comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided to the employee at this time.

If there are any changes or recommendations to be made in the evaluation after the supervisor has discussed it with the employee, the evaluation shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on these changes. Performance evaluations are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff and annual eligibility date performance pay increases. They will only be used to assist in the evaluation of an employee's performance. However, nothing included herein shall preclude the use of constructive criticism.

Article 23 – Job Sharing

Section 1. Job sharing positions means a full-time position that may be held by more than one (1) individual on a shared time basis, whereby each of the individuals holding the position works less than full-time.

Section 2. Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the County to be considered for job share positions. The County shall determine if job sharing is appropriate.

Section 3. Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked in the month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and full premium amount through payroll deduction.

Section 5. If one (1) job-sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from County service, the County has the right to determine if job sharing is still appropriate for the position. If the County determines that job sharing is not appropriate for the position or the County is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the County, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote to a vacant position for which the employee is qualified. If the above conditions are not available or acceptable, the employee agrees to resign.

Article 24 – Severability

Should any Article, section or portion thereof of this Agreement be unlawful or held unlawful and unenforceable by a court of competent jurisdiction, a state or federal law, or administrative rule, such action shall not invalidate the entire Agreement, but shall apply only for the specific Article, section, or portion thereof, as specified in the decision. Upon the issuance of such decision, the parties agree to renegotiate a substitute for the invalid Article, section or portion thereof.

Article 25 – Alcohol and Drug Free Workplace Policy

An Alcohol and Drug Free Workplace Policy will be implemented for bargaining unit employees. A copy of the policy will be placed in the contract as Appendix C.

Article 26 – Career Development/Training

Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the County employees, and each employee is encouraged to work towards furtherance of this goal.

When a school or training class is authorized in advance by the supervisor or Department Head, including required training for a CPR card, and is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.

Time spent in County required training classes, outside of an employee's normal schedule, shall be treated as time worked for overtime purposes. Employer and employee may mutually agree to flex time for the purposes of training classes.

The time spent by an employee in traveling to and from schools in excess of the regular workday hours for training purposes shall be administered in accordance with established practice and applicable law.

Notice of training opportunities will be posted to the extent possible.

Job Postings: In order to facilitate career advancement opportunities, the County will notify the Local Union president of any posted vacancies in the bargaining unit one (1) week prior to posting any such vacancy to the public. The County will provide one (1) week of internal recruitment for such vacancies before posting such vacancies to the public. If the County determines that an emergency exists, the one (1) week notice requirement will be waived.

Article 27 – New Employee Orientation Information

Union Staff, Union officers and/or Union stewards shall be granted reasonable time, up to thirty (30) minutes, to meet with new employees at the time he/she meets with the County Personnel Officer, for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information and distributing and collecting membership applications. County Union represented employees shall be given time off with pay for the time required to meet with the new employee. If any time during the term of this Agreement, the employer should hold a group orientation for new employees, the affiliated representative(s) may be invited to attend and given the opportunity to address the new employee.

Article 28 – Term of Agreement

This Agreement shall be effective on July 1, 2017 or upon execution by the parties, whichever is later, and shall remain full force and effect through the 30th day of June 2020. Parties will initiate bargaining a successor agreement by February 1, 2020. However, the Parties agree to reopen Articles 19 and 21 only for FY 2018-19 and FY 2019-20 by February 1 of each year.

APPENDIX A – SEIU Classifications and Salary Ranges

CLASS TITLE	RANGE
Administrative Secretary	7
Building Inspector III	8
Building Inspector IV	9
Cartographer/Appraiser	8
Chief Dpty Tax Collector	6
Computer Technician	C-7
Department Specialist II	5
Deputy Clerk I	6
Deputy Clerk II	7
Facilities Maintenance Worker	6
Juv Comm Serv Coord	8
Juvenile Counselor II	9
Juvenile Counselor III	10
Juvenile Crew Supervisor	7
Planning Clerk	6
Prop. Appraiser I	7
Prop. Appraiser II	8
School Resource Counselor	9
Senior Accounting Clerk	8
Sr. Department Spec	6
Victims Assistance Prog Advocate	8
Custodian	5
Child Advocacy Coordinator	8
Planner	7
Sr. Juvenile Counselor	12
Administrative Assistant	8
Records Manager	9

APPENDIX B – Salary Range and Steps

FISCAL YEAR 2017-2020

	STEP A		STEP B		STEP C		STEP D		STEP E		STEP F
	1	2	3	4	5	6	7	8	9	10	11
37.5 HOUR WEEK											
RANGE 3	1897	1945	1992	2042	2094	2145	2197	2253	2307	2365	2423
RANGE 4	1994	2044	2094	2145	2197	2253	2307	2365	2423	2484	2544
RANGE 5	2307	2365	2423	2484	2544	2607	2671	2738	2803	2874	2943
RANGE 6	2544	2607	2671	2738	2803	2874	2943	3019	3092	3169	3245
RANGE 7	2803	2874	2943	3019	3092	3169	3245	3327	3409	3493	3579
RANGE 8	3092	3169	3245	3327	3409	3493	3579	3668	3758	3851	3946
RANGE 9	3409	3493	3579	3668	3758	3851	3946	4045	4144	4247	4351
RANGE 10	3758	3851	3946	4045	4144	4247	4351	4459	4567	4681	4795
RANGE 11	3946	4045	4144	4247	4351	4459	4567	4681	4795	4914	5034
RANGE 12	4204	4308	4414	4523	4633	4750	4866	4987	5110	5237	5364
COMPUTER FUND © - 37.5 HR WK											
RANGE 6	2945	3021	3094	3172	3249	3329	3411	3495	3581	3670	3760
RANGE 7	3411	3495	3581	3670	3760	3853	3948	4047	4144	4247	4353
RANGE 8 (Exempt)	3581	3670	3760	3853	3948	4047	4144	4247	4353	4463	4571
RANGE 9 (Exempt)	4183	4286	4392	4502	4612	4726	4843	4963	5084	5211	5338
40 HOUR WEEK											
RANGE 3	2024	2074	2125	2178	2233	2288	2343	2403	2461	2523	2585
RANGE 4	2127	2180	2233	2288	2343	2403	2461	2523	2585	2649	2714
RANGE 5	2461	2523	2585	2649	2714	2780	2850	2921	2990	3066	3139
RANGE 6	2714	2780	2850	2921	2990	3066	3139	3220	3298	3381	3461
RANGE 7	2990	3066	3139	3220	3298	3381	3461	3549	3636	3726	3818
RANGE 8	3298	3381	3461	3549	3636	3726	3818	3912	4009	4107	4209
RANGE 9	3636	3726	3818	3912	4009	4107	4209	4314	4420	4531	4641
RANGE 10	4009	4107	4209	4314	4420	4531	4641	4756	4871	4993	5115
RANGE 11	4209	4314	4420	4531	4641	4756	4871	4993	5115	5241	5370
RANGE 12	4485	4595	4708	4825	4942	5067	5191	5319	5451	5586	5722
COMPUTER FUND © - 40 HR WK											
RANGE 6	3142	3222	3300	3383	3466	3551	3638	3728	3820	3914	4011
RANGE 7	3638	3728	3820	3914	4011	4110	4211	4317	4420	4531	4643
RANGE 8 (Exempt)	3820	3914	4011	4110	4211	4317	4420	4531	4643	4761	4876
RANGE 9 (Exempt)	4462	4572	4685	4802	4919	5041	5165	5294	5423	5559	5694

LONGEVITY PAY

0 - 5 YEARS = 0.0%

5 - 10 YEARS = 1.5%

10 - 15 YEARS = 2.5%

15 - 20 YEARS = 3.5%

20+ YEARS = 5.0%

APPENDIX C – Drug and Alcohol Policy

DEFINITIONS

For purposes of the Curry County, Oregon Alcohol and Drug Free Work Place Policy, the following definitions apply:

“County Premises” includes any of the various County structures, real property, or facilities (including vehicles), but as it relates to alcohol, it excludes the Curry County Fairgrounds and Curry County Parks.

“Employees” includes all Curry County employees, including the following groups of people:

- a. Those employees in the Classified services as defined by Section 7.215 (1) of the Curry County Personnel Rules.

“Illegal Drugs and Substances” means:

- a. Drugs which are not legally obtainable, and
- b. Drugs which are legally obtainable, but have been obtained illegally.

“Reasonable Cause” is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of alcoholic beverage), behavior, or speech of the employee, or as being involved in an accident on company premises which results in physical injury or property damage.

STATEMENT OF MISUSE OF ALCOHOL AND OTHER DRUGS

Curry County considers its employees to be its most valuable asset and is concerned about their safety and well-being. The County recognizes that misuse of alcohol and other drugs is a pervasive problem in our society in general and that the problems with substance abuse exist both within our community and in the County. This policy on alcohol and other drug use applies to all employees. The purpose of the policy is:

- a. To present Curry County’s policy regarding alcohol and drug free work place.
- b. To prevent drug or alcohol use that adversely affects job performance and/or the working environment.
- c. To endorse rehabilitation for employees diagnosed as abusing or dependent upon alcohol or drugs.
- d. To provide guidance and training to supervisors in addressing substance abuse issues.
- e. To maintain compliance with the Federal Regulations governing the Drug Free Workplace Act of 1988.

OBJECTIVES

These general policies will be implemented by more specific objectives intended to establish a safe and healthy work place for all employees. Specific objectives of this program include, but are not limited to the following:

- a. To identify job performance problems at the earliest possible time.
- b. To encourage the utilization of available programs to resolve alcohol and drug problems.
- c. To increase employee awareness of the risks of drug use and abuse.
- d. To make treatment for alcohol and chemical abuse or dependency, and ongoing recovery, accessible to all employees.
- e. To prohibit the actual, or attempted use, abuse, possession, sale and/or distribution of unauthorized drugs on County premises or while conducting County business.
- f. To ensure that all employees suffering from chemical dependency will not have their job security and promotional opportunities jeopardized by making a request for help.
- g. To hold voluntary requests for help in strict confidence; only those persons within the department who need to know will be notified.
- h. To ensure employees' right to privacy and confidentiality with regard to testing, medical treatment or substance abuse treatment

LEGAL DRUGS

1. Medication. The use of medically prescribed drugs during working hours is approved, provided there is no medically stated caution preventing the employee from performing his/her job safely and adequately. The employee is responsible for notifying his/her direct supervisor when taking medications that may prevent the employee from safely performing his/her required duties.
2. Prohibited Use of Alcohol. Employees whose physical abilities or mental judgment are reasonably believed to have been altered by the use of alcohol or who have the odor of an alcoholic beverage on their breath shall not be permitted to report to work or continue to perform work while in that condition. Any employee reporting to work so affected or engaging in the use of alcoholic beverages on County premises or during work hours is subject to corrective action, up to and including termination. Employees are required to report any alcohol related arrest, conviction or license suspension at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and by itself, shall not be considered just cause for discipline.

ILLEGAL DRUGS

1. The actual or attempted delivery, distribution, manufacture, or trafficking of controlled substances or the use or possession of controlled substance that are not medically authorized is strictly prohibited. Any violation of this policy will result in disciplinary action up to and including termination.

2. Employees are required to report any arrest or conviction for illegal drugs or controlled substance to their supervisor at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and of itself, shall not be considered just cause for discipline.

EMPLOYEE RESPONSIBILITIES

Each employee is responsible for managing his or her own behavior in compliance with this policy. If an employee suspects that he/she has an alcohol or drug problem, the employee is expected to seek assistance for that problem. All employees are encouraged to support co-workers in seeking assistance for problems that adversely impact the work environment, safety, health and job performance.

In the event an employee is diagnosed as alcohol or drug dependent the employee is responsible for following the recommendation of an approved treatment program.

As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in a drug or alcohol evaluation. An employee who is required will be evaluated for drugs and alcohol use by a state approved treatment provider other than Curry County Department of Human Services. As a result of this evaluation an employee may be required to participate in treatment and follow-up care as recommended by the treatment provider. The supervisor has a right to receive reports from the treatment provider regarding continuing participation in treatment.

An employee who successfully completes a treatment program for substance abuse will be subject to random drug and/or alcohol testing for a period of two years after returning to work. Any employee who tests positive for alcohol or controlled substances is subject to disciplinary action up to and including termination, and will be held responsible for the expense of positive tests.

EMPLOYER RESPONSIBILITIES

The County may, upon employee request, grant leave to permit the employee to participate in a drug or alcohol abuse assistance or rehabilitation program. The employee shall use his/her accrued compensatory time, sick leave and vacation leave, in that order. If accrued paid leave is exhausted, the employee may be placed on leave without pay per personnel rules. All of the provisions of the sections concerning unpaid leaves of absence shall apply to any such leave.

TESTING FACILITIES

The County will use reasonably accredited testing facilities for drug testing under these policies and procedures. The County may use a breathalyzer test at local facilities for testing suspicion of presence of alcohol. Typically, a law enforcement officer will administer the breathalyzer test.

TRAINING

Supervisors and other management personnel will be trained through a state accredited program to recognize appropriate symptoms which indicate reasonable cause to conclude that an employee may be working under the influence of alcohol or drugs and to administer these Policies and Procedures in a reasonably consistent, confidential and effective manner.

RIGHT TO SEARCH

When reasonable cause exists to believe an employee has violated the terms of this policy, the County reserves the right to inspect and/or search all County property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation shall constitute misconduct which may result in disciplinary action up to and including termination.

RIGHT TO TEST

Reasonable Cause

When a supervisor has reasonable grounds to believe that an employee is using or is under the influence of alcohol or controlled substances, the employee in question may be required to submit to a drug and/or alcohol test at the County's expense. Any refusal to submit to mandatory drug and/or an alcohol testing, or attempts to subvert a drug or alcohol test in any way, will subject the employee to disciplinary action up to and including termination. For drug testing, typically with a urine test, an employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test using gas chromatography/mass spectrometry (GS/MS) test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive results, the employee shall be notified of the results in writing by the appropriate department head or designee. An employee may elect a blood test if reasonably available at the time of testing. The letter of notification shall state the particular substance identified by the laboratory tests. If a confirmed body fluid is positive, the County will instruct the laboratory to retain the body fluid sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the County.

PRE-EMPLOYMENT TESTING

Successful applicants for positions in Curry County are required as a condition of employment to consent to drug/alcohol screening at the County's expense prior to being considered for employment. Applicants who refuse to consent to the required testing will not be considered for employment.

Applicants who fail the required tests will not be considered for employment of a period of six months. This period may be waived if the applicant completes an evaluation by a qualified Alcohol & Drug Counselor and completes an acceptable rehabilitation program and presents proof of completion. Applicants who have successfully completed an acceptable rehabilitation program are subject to retesting at any time during the following two years of employment. An applicant who fails a second test will not be re-considered for a period of one year.

This section shall not apply to intracounty job changes such as promotions, interdepartmental transfers, etc.

SEIU Local 503, OPEU

Curry County

Heather Conroy, Executive Director Date

Tom Huxley, Chair Date

Cena Crook Date

Sue Gold, Vice Chair Date

Tera Martinez, Organizer Date

Court Boice, Commissioner Date

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Letter of Support for the Justice Reinvestment grant (P&P)**AGENDA DATE^a:** 08/16/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 10 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Cpt. Espinoza and Sgt. Denney **PHONE/EXT:** 3200 **TODAY'S DATE:** 8/7/17**BRIEF BACKGROUND OR NOTE^b:** We are seeking a letter of support to include with our application for the Justice Reinvestment Grant. We applied for and received this Grant in 2015, using that money to fund cognitive rethinking training for Adult Offenders who were identified as medium to high risk. We are once again applying for this grant and our intent is to use the funds again for Adult Offenders on supervision. We will once again provide cognitive thinking courses, provide a peer support specialist who will assist offenders in obtaining vital social services, and we will provide funds for housing assistance.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

- (1)Letter of Support
(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

- ☐ File with County Clerk
☐ Send Printed Copy to:
☐ Email a Digital Copy to:
☒ Other Send signed originals to Sheriff's office via inter-office mail, Atten: Cpt. Espinoza and Sgt. Denney.

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / / Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Exhibit to Grant Application**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

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

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



**Curry County
Board of Commissioners**

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

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

August 7, 2017

To Whom It May Concern:

Please accept this letter in support of the Curry County Sheriff's Department application for the Justice Reinvestment Grant. Through this grant, the Sheriff's Department will have the ability to better serve individuals on parole and probation, thereby reducing recidivism and increasing public safety.

A primary focus of this grant is housing assistance. This assistance will help medium and high risk offenders access affordable, safe and secure housing, in turn helping them avoid homelessness. Multiple studies have found a correlation between homelessness and recidivism. The Reentry Housing Pilot Program conducted through Washington State found that by providing high risk offenders with housing assistance upon release, there was a statistically significant decrease in recidivism as compared to the control group. Housing assistance combined with the cognitive behavioral program currently offered, Thinking For a Change, will provide these individuals with much needed support upon release.

Monies from this grant will also go towards supporting victim's advocacy in our county. The District Attorney's Office, Oasis Shelter Home and Wally's House, a Child Advocacy Center, would all receive funding through this grant. This funding would help support a part-time victim's advocate position, transitional housing for survivors of domestic violence and technology infrastructure for the Child Advocacy Center where forensic evaluations and examinations take place. As a small, rural community it is important that we not only maintain our resources, which are scarce, but make every effort towards growth and improvement.

As the governing body of this county we are committed to supporting public safety and helping all of our community members in their efforts to become successful citizens.

Respectfully,

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Ordinance Amending the Curry County Code No. 96-7 - First Reading**AGENDA DATE^a:** 08-16-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 08-01-17**BRIEF BACKGROUND OR NOTE^b:** Ordinance Amends General Administration, Article One, Adds Section Eighteen - allows County Counsel to correct Scrivener's Errors without going to Board of Commissioners' Meeting^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Ordinance

(1)Ordinance

(2)Exhibit "A":

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 Place on next Agenda for second reading

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐

(If Yes, brief detail)

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

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

In the Matter of an Amendment)
to the Curry County Code)
Regarding General Administration) ORDINANCE NO. _____
of the County)

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

SECTION 1: TITLE

This Ordinance shall be known as Ordinance _____, an Ordinance amending the Curry County Code with respect to General Administration, Article One.

SECTION 2: ADOPTION

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

SECTION 3: SEVERANCE CLAUSE

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

DATED this _____ day of _____, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Attest:

Recording Secretary

Reviewed as to Form:

John Hutt
Curry County Counsel

First Reading: _____

Second Reading: _____

Emergency Adoption: _____

Effective Date: _____

EXHIBIT “A”

THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION 1.18.010 TITLE

This Ordinance shall be known as Ordinance No. _____ and shall amend the Curry County Code. It may be cited as the “Powers and Duties of County Counsel in Preparing Future Additions to Ordinances, Orders or Resolutions; Delegating Authority to Correct Typographical and Scrivener’s Errors”.

SECTION 1.18.020 AUTHORITY

The Board of County Commissioners hereby delegates to County Counsel the following:

In preparing future supplements, changes, and additions to the Codified Ordinances, Ordinances, Orders, or Resolutions of the Board of Commissioners, or integrating amendments into code sections, County Counsel shall not alter the meaning, effect or substance of any ordinance, order or resolution, but within these limitations County Counsel may renumber said Ordinances, Orders and Resolutions, sections and parts of sections thereof, change the wording of section titles, rearrange sections or parts thereof, change reference numbers to agree with renumbered sections or other parts, substitute the proper subsection, section, or other division number, strike out figures or words which are merely repetitious, change capitalization for the purpose of uniformity, and correct manifest clerical or typographical and scrivener’s errors.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Contract with City of Brookings and Cal-Ore for airport water line**AGENDA DATE^a:** 08/16/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** JHutt**PHONE/EXT:** 3218 **TODAY'S DATE:** 08/09/2017**BRIEF BACKGROUND OR NOTE^b:** The City of Brookings has funds available in a grant that would allow extension of an 8 inch water line to the airport. Extension of the line would allow the County to re-connect water service to the pilot house and airport hangar customers. It would also allow Cal-Ore to connect to the main at a location closer to Cal-Ore's development. The closer location would result in a lower cost to Cal-Ore for water connection. The idea of this agreement is that the County would pay Brookings's share of the construction, and Cal-Ore would pay the County its cost savings described above.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Contract pending

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** New Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Contract expenditure commitment**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 ☐

DRAFT Contract Outline

Brookings applies for grant project water line extension, county covers the match, reduced by Cal-Ore's contribution.

Total project cost	\$45,000
Grant funded (60%)	\$27,000
Non Grant funded match (40%)	\$18,000
Cal-Ore contribution	<u>\$ 5,000</u>
County expense	\$13,000

Will result in re-establishing water to airport and fire hydrant for airport use.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Adoption of an Existing Position Description - Emergency Management Coordinator**AGENDA DATE^a:** 08/16/17 **DEPARTMENT:** Finance/P/R **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 8/10/17**BRIEF BACKGROUND OR NOTE^b:** Continued from the July 5th General Meeting -- This clarifies the duties of the position and changes the job title from Emergency Services Coordinator to Emergency Management Coordinator. No need for Salary Evaluation Committee Review.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Job descriptionl

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

(If Yes, brief detail)

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

(If Yes, brief detail) Sheriff

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

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

Comment:

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

Comment:

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

(If Yes, brief detail)

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

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

**IN THE MATTER OF ADOPTING A
POSITION DESCRIPTION FOR AN
EXISTING POSITION**

)
)
)

ORDER NO:_____

WHEREAS, it is the recommendation of Julie Swift, Payroll & Personnel Coordinator, that the attached position description be adopted for the following position:

Emergency Management Coordinator
Position Title

E-10
Range

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of August 16, 2017. This description replaces any previous description approved for this position.

Dated this ___ day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Emergency Management Coordinator

EXEMPT:	Yes	
SALARY LEVEL:	E-10	
SUPERVISOR:	Sheriff	
PREPARED BY:	Emergency Services Coordinator	August 2017

POSITION SUMMARY:

Plans, organizes, and coordinates operations of Curry County Emergency Management.

Evaluates, reviews, and updates the Emergency Operations Plan, the Natural Hazards Mitigation Plan, and all associated or subservient plans.

Manages material, staff, and other resources for the Emergency Operations Center.

Coordinates damage assessment and emergency reporting activities.

Provides Disaster related public education activities.

Formulates or support training, exercises and education for responder agencies.

Responsible for training and information sharing to the Emergency Management Organization agencies.

Acts as County liaison to various disaster assistance, resource management, emergency response, and like organizations.

Performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Including the following, other duties may be assigned as required.

1. Prepares, justifies, and presents annual Emergency Management budget to the Curry County Budget Committee.
2. Reviews and monitors expenditures to remain within established budgetary constraints.
3. Evaluates the effectiveness and efficiency of department programs and operations.
4. Develops and revises work plans for State and Local agreements and prepares quarterly reports on work completed and reimbursement reports for grant.
5. Develops and maintains cooperative working relationships with other agencies in the area of planning, mitigation, response, and recovery.

JOB DESCRIPTION
JOB TITLE: Emergency Management Coordinator - Page 2

6. Prepares and delivers public education presentations regarding hazards specific to Curry County.
7. Meets with community groups, private and public agencies, and professional organizations to plan for, respond to, and recover from natural or technical disasters.
8. Develops Homeland Security Grants, produces reports and maintains inventory of material.
9. Maintains inventory of communications equipment
10. Conducts any activity that may pertain as the need arises.
11. Is on call 24 hours a day, seven days a week for response if need arises.

SUPERVISORY RESPONSIBILITIES:

May supervise a multitude of volunteers.

QUALIFICATION REQUIREMENTS:

Knowledge of -

Budget preparation and record keeping.
Planning and organizing of response activities.
Other programs and resources available in Curry County and communities throughout the state that would help plan for, mitigate against, or respond to disasters.
Hazards that could affect Curry County.
Federal and state laws that pertain to emergency management.

Skills in -

Computer usage
Working with agencies and individuals in the community and coordinating varied efforts of the emergency operations plan.

Ability to -

Plan, organize and direct work to meet overall objectives and goals.
Establish and maintain effective working relationships with local professionals, civic groups, law enforcement, officials on city and county level, and the general public.

JOB DESCRIPTION
JOB TITLE: Emergency Management Coordinator - Page 3

Communicate effectively both verbally and in writing.

Willingness to -

Be on call 24 hours a day as needed.

EDUCATION/ TRAINING/EXPERIENCE:

Bachelor's degree, Certified Emergency Manager Certification, or four years of experience in a field related to emergency management; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

SPECIAL REQUIREMENTS:

Possession of a valid Oregon Driver's License.

Ability to obtain the following certifications within the first year of employment:

ICS – 700, 800, 100, and 200

EMI's Professional Development Series

And continue certifications toward the Oregon Emergency Management ***Basic Applied Practices Series***

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

INFORMATION:

Curry County Sheriff's Office (CCSO) complies with the Federal Prison Rape Elimination Act (PREA). PREA prohibits CCSO from hiring, or promoting anyone who has engaged in, been convicted of, or been civilly or administratively adjudicated for engaging in sexual abuse in Institution settings. These include a jail, prison, or other correctional facility (including juvenile corrections) AND any institution or facility where people are residing for the purpose of receiving care or treatment (e.g., adjudicated delinquent, neglected, placed in State custody, mentally ill or disabled, chronically ill, or physically disabled, etc.). These include skilled nursing care, intermediate or long-term care, or custodial or residential care (e.g., group home, rehabilitation, assisted living/nursing home, hospice, etc.).

This standard requires CCSO to conduct background checks on all applicants considered for employment or promotion to consider any incidents of substantiated allegations of sexual abuse or sexual harassment in determining whether to hire or promote anyone who may have contact with inmates.

For more information regarding PREA please visit: <http://nicic.gov/PREA>.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Discuss Uniform Relocation Act (URA) acquisition letter to Southwestern Oregon Community College (SWOCC) Brookings Head Start Project**AGENDA DATE^a:** 07/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 07/12/2017**BRIEF BACKGROUND OR NOTE^b:** Per the terms of our Community Development Block Grant, the County is to acquire the former SWOCC library and rehabilitate it for use by the Brookings Head Start Program. This is the first step in acquisition.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

- (1)
(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Old Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail) Discussion only**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Agreement with Stuart Woods AIA for architect services on the Brookings Head Start project**AGENDA DATE^a:** 08/16/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 08/09/2017**BRIEF BACKGROUND OR NOTE^b:** Continued from July 19, 2017. The Brookings Head Start Project was funded by a Community Development Block Grant (CDBG) award from State of Oregon. The project requires architect work beyond the amount remaining in the grant line item. The additional work is not to exceed \$85,000. The county will contract to pay, subject to an agreement from ORCAA to contribute the amount over the remaining grant line-item budget. Public Hearing was held on July 19th.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Contract with Sturat Woods

(2)Alternative findings to support exemption from competitive procurement

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Adminstrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Contract

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐

Commissioner Court Boice

Yes ☐ No ☐

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

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

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

RECITALS:

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

1. TERM OF AGREEMENT

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

2. SERVICES TO BE PROVIDED

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

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

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

3. PAYMENT

County shall pay Architect, for services rendered, at the rate and in the amount as outlined in Attachment “B”, which is attached hereto and incorporated by reference and it is noted amount

is a Firm Fixed Price NOT TO EXCEED \$85,000.00 including direct reimburse-ables. Architect may bill County for services rendered no more frequently than once every two weeks. Payment is due within 30 days of billing.

4. PROFESSIONAL STANDARDS

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

5. TERMINATION

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

6. OWNERSHIP OF DOCUMENTS

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

8. INSURANCE

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

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

- a. Automobile liability insurance in limits not less than \$100,000 per occurrence, and \$300,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.
- c. Professional liability insurance combined single limit of \$2,000,000 each claim and \$2,000,000 in the aggregate.

9. INDEMNIFICATION

Architect agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the

negligence or willful misconduct of Architect, its employees, or agents in connection with this Agreement.

10. ASSIGNMENT/DELEGATION

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

11. STATUS OF CONTRACTOR

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

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

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

12. DISPUTES

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

13. NONAPPROPRIATION OF FUNDS

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

14. COMPLIANCE WITH LAWS

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

15. WAIVER

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

16. SEVERABILITY

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

17. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARCHITECT

Authorized Signature Authority

Date

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Sue Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John HuttI
Curry County Legal Counsel



Brookings Head Start / Early Head Start Center
Project Feasibility Report



June 20, 2014

Index

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



Report By: Sid Scott, AIA, LEED AP

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

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

1. Proposed Project Data

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

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

Zoning: R-1-6: Single Family Residential

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

Site Area: 30,000 SF

2. Existing Facility

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

Building:

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

3. Proposed Facility

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

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

4. Cost Estimate

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

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

5. Maps



S E A



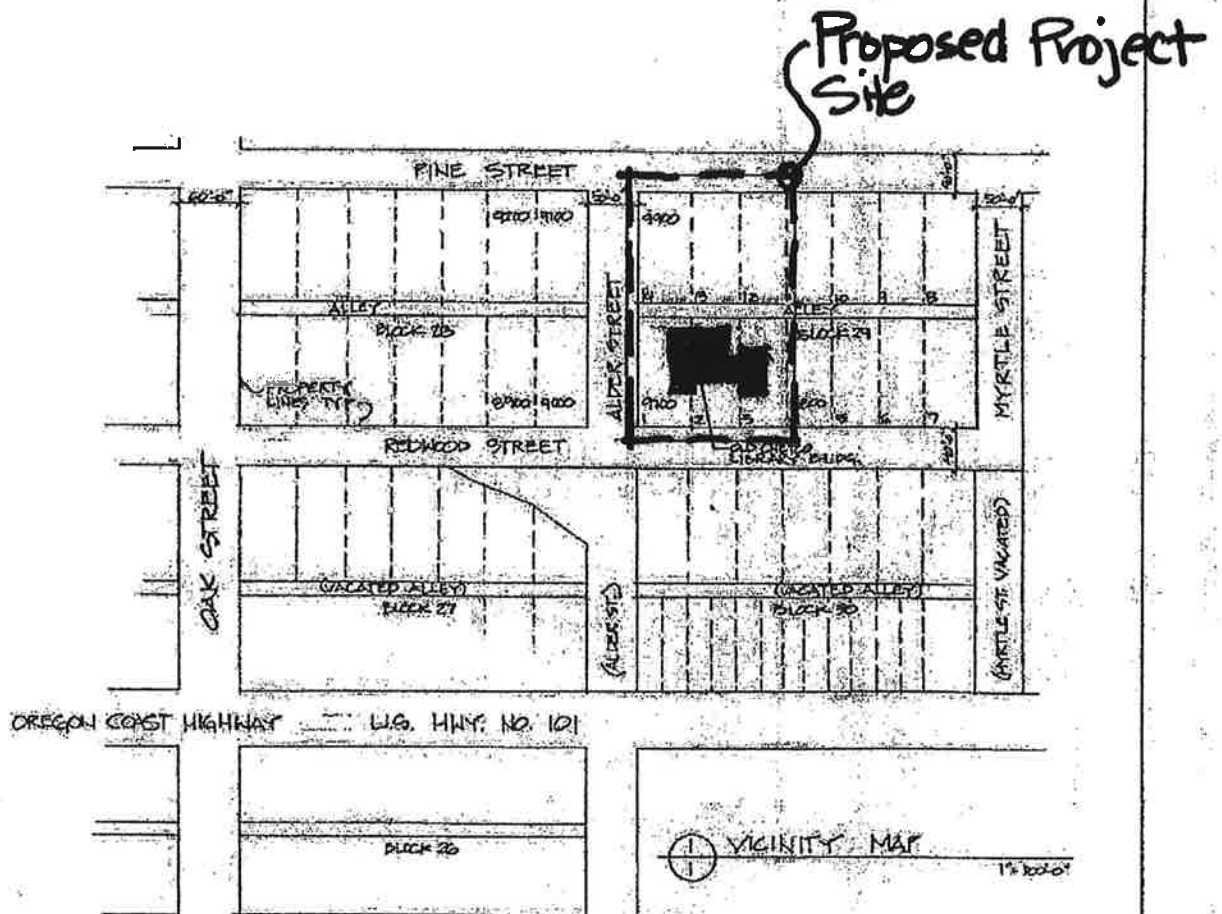
Aerial

Brookings Head Start / Early Head Start Center

June 20, 2014

CASE NO. CUP-2-98

EXHIBIT NO. 2



APPLICANT: Southwestern Oregon Community College

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

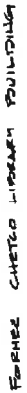
LOCATION: east side of Alder St. between Pine and Redwood streets

SIZE: 0.43 acre

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



3 of 3



FLOOR PLAN

9007 S.F. - SUITABLE

CONCRETE/TILE IN FIVE - ONE BATH
ALL REMAINING WALLS W/HT MR P.D. WORKMAN. ALL AS APPLIED.
MR WORK WOULD BE A V. LOW COST TO REFINISH BUILDING CODE.

6. Photographs



West Side Building



Entry



Roof



North Side of Building



Interior at Entry



Parking Lot - Looking South

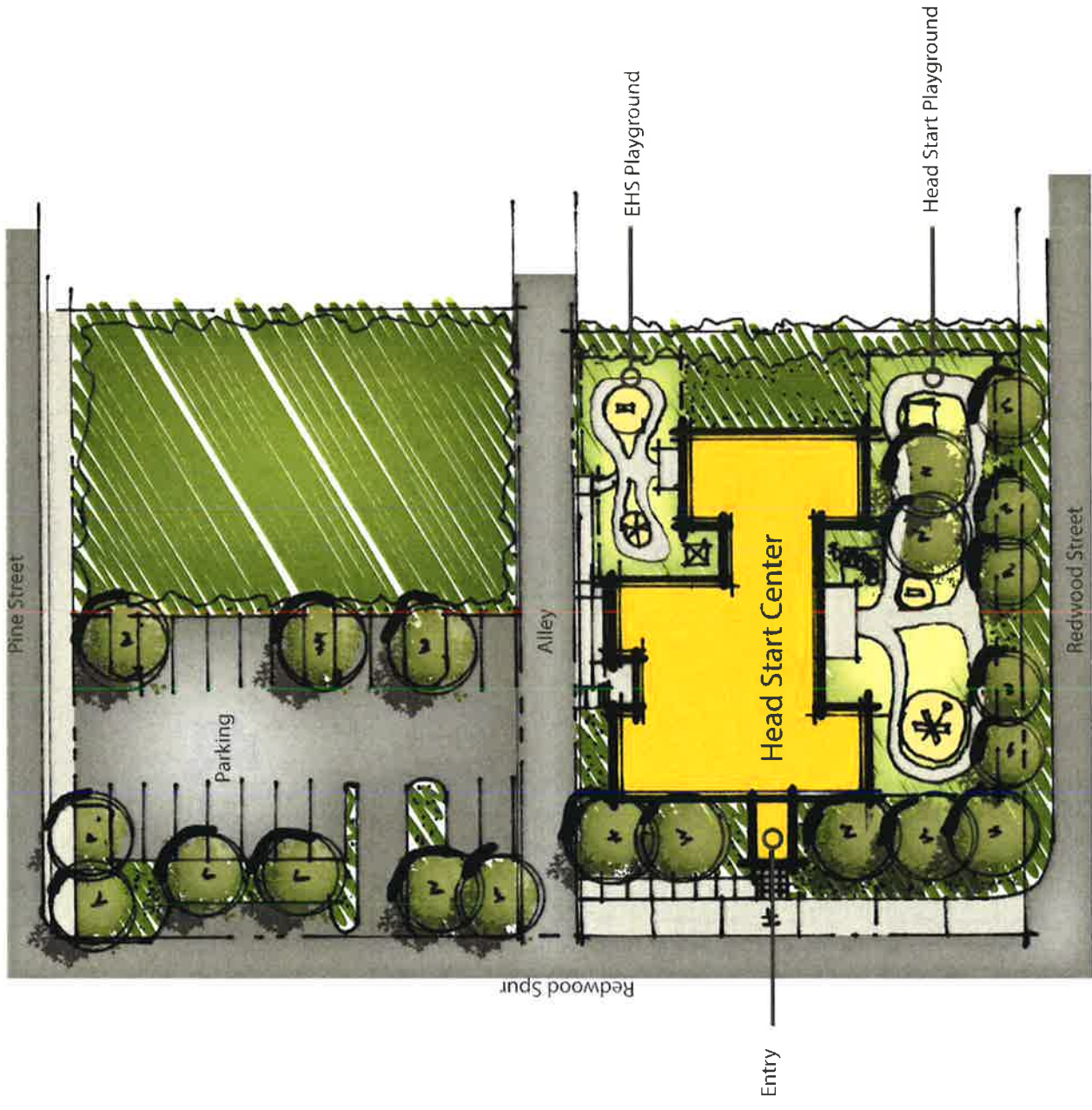


Open Study Area



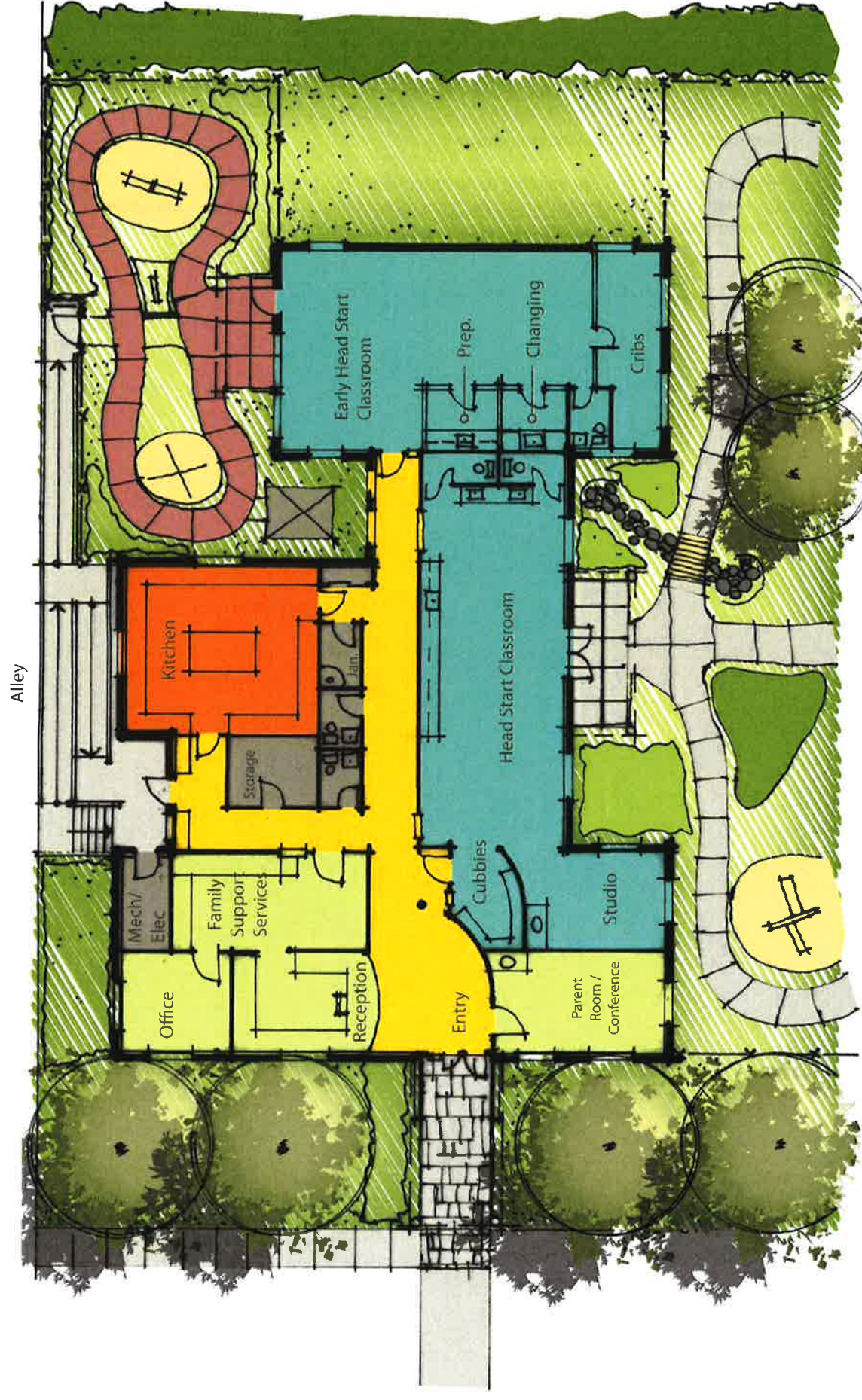
Bathrooms

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



S|E|A

Site Plan



8. Conclusions and Recommendations

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



McSwain-Woods Architecture

March 2, 1017

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

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

Dear Mike,

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

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

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

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

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

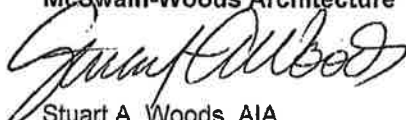
A. Building Remodel	\$665,000.00
B. Site Development (south property, only)	45,000.00
C. Playground	50,000.00
D. Construction Contingency (10%)	<u>76,000.00</u>
 TOTAL ESTIMATED CONSTRUCTION COST	 <u>\$836,000.00</u>
 E. Architectural / Engineering Fees (9.5%)	 <u>\$79,420.00</u>

page 2 Mike Lehman

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

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

Sincerely,
McSwain-Woods Architecture



Stuart A. Woods, AIA
SAW/bh

Required Federal Contract Clauses

Use for **Non-Construction** Contracts Where the Grant Award **Exceeds \$100,000**

1. Source of Funds

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

2. Conflict of Interest

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

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

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

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any

subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor shall complete the required Section 3 report Form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city / county grant recipient with the final construction pay estimate for the project.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

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

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

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

Signed (Contractor) _____

Title / Firm _____

Date _____

Activity Report

Minority Women and Emerging Small Business

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

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

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

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

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

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

<p style="text-align: center;">7c. Type of Trade Codes:</p> <table style="width: 100%;"> <tr> <td>1 = New Construction</td> <td>6 = Professional</td> </tr> <tr> <td>2 = Substantial Rehabilitation</td> <td>7 = Tenant Services</td> </tr> <tr> <td>3 = Repair</td> <td>8 = Education / Training</td> </tr> <tr> <td>4 = Service</td> <td>9 = Architectural / Engineering Appraisal</td> </tr> <tr> <td>5 = Project Management</td> <td>0 = Other</td> </tr> </table>	1 = New Construction	6 = Professional	2 = Substantial Rehabilitation	7 = Tenant Services	3 = Repair	8 = Education / Training	4 = Service	9 = Architectural / Engineering Appraisal	5 = Project Management	0 = Other	<p style="text-align: center;">7d. Racial / Ethnic Codes:</p> <table style="width: 100%;"> <tr> <td>1 = White Americans</td> <td>4 = Hispanic Americans</td> </tr> <tr> <td>2 = Black Americans</td> <td>5 = Asian / Pacific Americans</td> </tr> <tr> <td>3 = Native Americans</td> <td>6 = Hasidic Jews</td> </tr> </table>	1 = White Americans	4 = Hispanic Americans	2 = Black Americans	5 = Asian / Pacific Americans	3 = Native Americans	6 = Hasidic Jews
1 = New Construction	6 = Professional																
2 = Substantial Rehabilitation	7 = Tenant Services																
3 = Repair	8 = Education / Training																
4 = Service	9 = Architectural / Engineering Appraisal																
5 = Project Management	0 = Other																
1 = White Americans	4 = Hispanic Americans																
2 = Black Americans	5 = Asian / Pacific Americans																
3 = Native Americans	6 = Hasidic Jews																

Activity Report

Explanation of Codes

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Agreement with Oregon Coast Community Action (ORCCA) to share expenses for architect expenses on the Brookings Head Start project**AGENDA DATE^a:** 08/16/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 08/09/2017**BRIEF BACKGROUND OR NOTE^b:** Continued from July 19, 2017. The Brookings Head Start project needs architect work beyond what remains in the budget. The additional work is not to exceed \$85,000. The architect budget has a balance of \$39,514. ORCCA is a beneficiary of the project and as such desires to pay the additional architect expenses that are not in the grant budget balance.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1) Agreement with ORCCA to pay un-budgeted architect expenses

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Requires payment from ORCCA for architect expenses on Head Start project

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐

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

CONTRACT FOR CONTRIBUTION TO PAY ARCHITECT SERVICES BROOKINGS HEAD START PROJECT

This contract is made and entered into this 19th day of June 2017 by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and Oregon Coast Community Action (ORCCA), collectively "Parties."

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

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

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

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

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

1. Agreement

County will contract for additional architectural work not to exceed \$85,000 on the condition that ORCCA pay the county the difference between the balance available under the grant and \$85,000. ORCCA will pay the first \$20,000 of additional architectural work, the County will pay the next \$39,514, and ORCCA will pay the balance of additional architectural work, with all payments from both parties not to exceed \$85,000 cumulative total.

2. Termination for Convenience or Non-Appropriation

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

3. Indemnification

ORCCA shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees,

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John R. Hutt, Curry County Legal Counsel

Thomas Huxley

From: Court Boice
Sent: Thursday, July 27, 2017 8:37 AM
To: Terrie Richards; Sue Gold; Thomas Huxley
Cc: 'Tim Pogwizd'
Subject: RE: Port Orford City Council Meetings

Thanks Administrator Richards ...

As you know, I've been trying to get to one of your council meetings since 'sworn in' ...

I'll be there on the 17th.

Court Boice

Curry County Commissioner

541.247.3229 office

541.661.6150 cell

boicec@co.curry.or.us

www.co.curry.or.us

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

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

This transmission, together with any attachments, is intended only for the use of those to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any distribution or copying of this transmission is strictly prohibited. If you received this transmission in error, please notify the original sender immediately and delete this message, along with any attachments.

From: Terrie Richards [<mailto:trichards@portorford.org>]
Sent: Tuesday, July 25, 2017 9:42 AM
To: Court Boice; Sue Gold; Thomas Huxley
Cc: 'Tim Pogwizd'
Subject: Port Orford City Council Meetings

Board of Commissioners,

I am requesting your presence the third Thursday each month at 3:30 p.m.

We are requesting that one of our three commissioners attend our meetings to update the council and citizens on what is happening in the county. In the past the commissioners took turns but sorry to say D.B. Smith was the one that came most of the time.

This is an opportunity for you to come to North County to personally see what is going on up here and speak to the citizens who elected you to your position.

We are looking forward to seeing one of you August 17, 2017 at 3:30 PM – Thank you.

Terrie Richards

City of Port Onford

City Admin/Recorder

PH: 541-366-4568

Fax: 877-281-5307

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Community Development Department Activity Report**AGENDA DATE^a:** August 16, 2017 **DEPARTMENT:** Community Development Department**TIME NEEDED:** 2 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 08.08.2017**BRIEF BACKGROUND OR NOTE^b:** See attached activity report^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Lease

(1)Activity report

(2)

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

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

Comment:

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

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** (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 ☐



Community Development Department July 2017 Activity Report Building, Economic Development, Planning

Department Administration and funding

June revenue - \$49,850.54

- Preparation of June 2017 activity report
- Multi-day preparation of mailing to property owners for Natural hazard resource measure 56 postcards.
- Update of FY 2017.2018 Planning Division fees following Board adoption of budget.

Building Division

Building Permits: 38 Permits issued Building Inspections: 133 completed Phone calls and walk in visits - 400 served

- Building Permit Applications have increased since June (June – 48)
- Demolition of old hospital completed. Preliminary work on the parking lot underway.
- Other Commercial Projects underway at this time include:
 - o Curry Library Expansion Plan building permit has been issued and foundation excavation work has started.
 - o Port Orford New Bar is still under construction and nearing completion.
 - o Roof Seismic Improvements at Port Orford and Gold Beach Schools is underway.
 - o Eight new building code violation forms have been received.
- Preparation of information and presentation at July 19 BOC meeting – reciprocal services with City of Brookings for vacation coverage of building division staff in both the City and County.

Economic Development Division

- Continued work on the Floras Lake Forest Lands project.
- South Coast Development Council (SCDC) work
- Travel Curry Coast web site maintenance and evaluation. - Communication with NPR reporter regarding Curry County
- Evaluation of domain names from GO Daddy and offering of one domain name to the City of Brookings.
- Preparation of 3 day itinerary and pictures for an on-line travel magazine, interfaced with City of Brookings, Gold Beach, Port Orford and the Wild Rivers Coast Alliance.
- Drafting of staff report and needed information for Board Action on a Curry County Enterprise Zone at their September 20 Board meeting, interface with CCD staff.

Planning Division

- Communication and arrangement for Wild Rivers Coast Alliance presentation to the Board of Commissioners on July 26.
- Permit activity: 4 Land Use Compatibility Statements, 2 new addresses, 18 Planning Clearance reviews, 2 Conditional Use Permits – staff, 1 Use permit – Planning Commission
- Prepared staff report and presented to the Board on July 19 IGA with Brookings for building division coverage.
- Interface with Pacific Gales regarding application for alternatives analysis
- U.S. 101 Corridor Plan draft interface with ODOT
- Braynard Lane complaint communication with complainant, owner, contractor, staff, owner's representative.
- Phone and face to face Communication with Floras Lake area residents regarding County 500 acre parcel
- Wrap up work on 23 lot subdivision approved by the Planning Commission in June 2017.
- Interface with interested party regarding application for discrete parcel.
- E-mail communication regarding marijuana dispensary parking
- Wild Rivers Coast Alliance tourism marketing discussion and arrangements for Board presentation.
- Contact and interface with DLCD regarding Natural Hazards information.
- Transmittal of public hearing info to newspapers regarding the US 101 corridor plan public hearings.
- Communication with multiple parties regarding concerns at Whaleshead.
- Reviewed site plans and applications for multiple projects.
- Responses to phone calls and e-mails regarding Natural Hazards.

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

FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Surveyor's Report for July, 2017**AGENDA DATE^a:** When convenient **DEPARTMENT:** County Surveyor **TIME NEEDED:** Whenever^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** Aug 1, 2017**BRIEF BACKGROUND OR NOTE^b:** Monthly Department Report^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Letter

(1) Report

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☐ **No** ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice **Yes** ☐ **No** ☐Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Susan Gold **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT **FOR JULY 2017**

A fundamental right in our country's history is private property rights and one of the primary reasons local governments were instituted was to protect this along with other individual rights. Your County Surveyor's Office contributes to this fundamental private property right by:

- Maintaining survey records of boundaries. These are quasi-official records since they are not "recorded" and are sometimes subject to change.
- Assisting the public with their information searches and providing these records as requested.
- Awareness of State Boundary Law and limited case law to assist the public and assure that filed maps comply with these statutes and precedents.
- Awareness of Federal Boundary Law which primarily applies to the Public Land Survey System (PLSS). The PLSS was generally completed before early patents to land were issued. Exceptions were Mineral Patents, Donation Land Claims and other early permitted forms of settler entry. Maintaining this system is fundamental because almost all smaller parcels of land are ultimately tied to this PLSS.

County Surveyor Activities during July:

The County Survey Department is anxiously awaiting the new website because we have not been able to update most on-line files for over a year.

We had the usual customer service questions relating to property issues, records available for the public, available maps, and other miscellaneous inquiries. Helping the public with these issues is always considered our primary job. Other activities involved:

- 4 Maps of Survey were reviewed and suggestions/corrections sent to the preparing land surveyor for their consideration prior to filing the Mylar map.
- Our two problem maps (one partition and one condominium supplemental map) seem to be close to finally being completed.
- Barbara Colton, the Department Specialist, has continued to help Community Services on Wednesdays and Thursdays.

New surveys filed, scanned, copied and put online:

No Surveys were done in the north part of Curry County.
1 Property Line Adjustment Survey was done near Gold Beach.
3 Property Boundary Surveys were done near Brookings.

Deposits for June: = \$958.00

Reily Smith worked 39.5 hours in July.
Barbara Colton worked 29.25 hours in July.

Respectfully submitted,

Reily Smith, County Surveyor
Barbara Colton, Department Specialist



Meet Our New School District Staff Members
at the
Back to School Community Breakfast
7:30am
Monday, August 28th
Brookings Harbor High School Cafeteria

This event introduces all new district staff members to the community.

It is also a chance to welcome back our returning staff members
and to honor them for all that they do.

A small donation for breakfast will be accepted at the door.

A Great Start for the 2017/2018 School Year!