



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, September 20, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

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. ADOPTION/AMENDMENT OF THE AGENDA** (5 minutes)
- 3. CONSENT CALENDAR** (Items in the Consent Calendar may be removed for separate discussion and/or action at the request of any Commissioner) (5 minutes)
 - A. Approval of the 8/18/2017 Emergency General Meeting draft minutes
 - B. Approval of the 8/23/2017 Special Meeting draft minutes
 - C. Approval of the 4/12/2017 Workshop draft minutes
 - D. Approval Amended Master Payroll as per Service Employees International Union (SEIU) Collective Bargaining Agreement (CBA) Approved 9/6/17
 - E. Intergovernmental Agreement (IGA) with Oregon Youth Authorities (OYA): Reimbursement for Transportation and Clerical Service
- 4. PUBLIC COMMENTS** (3 minutes per person; 30 minute limit for all public comment)
- 5. PRESENTATIONS**
 - A. Curry County Juvenile Department (CCJD) Presentation on Youth Summer Prevention Programs (Jay Trost – video - 10 minutes)
- 6. ADMINISTRATIVE ACTIONS/APPOINTMENTS**
 - A. Order: Authorizing an Irregular Employee in the Community Development Department (Carolyn Johnson, Director Community Development – 10 minutes)
 - B. Agreement: An Agreement between Curry Community Health and Curry County to Transfer Real Property (County Counsel John Huttl – 15 minutes)
- 7. PUBLIC HEARING AT 11:00AM**

Resolution: Authorizing the Submission of an Application to the Oregon State Economic and Community Development Department for the Creation of a Curry County Enterprise Zone (Carolyn Johnson, Director Community Development – 30 minutes)

- 8. OLD BUSINESS/PENDING ACTIONS** (Discussion Only. Materials to be Submitted at Meeting)
Draft of Written Summary of 9/13/2017 Workshop Discussion Regarding Brookings Head Start Grant (County Counsel John Huttl - 30 minutes)
- 9. ANNOUNCEMENTS/MEETING SCHEDULE** (5 minutes)
 - A. September 27, 2017 Board of Commissioners' Workshop at 10:00AM Floras Lake Property– Commissioners' Hearing Room
 - B. October 4, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room
 - C. October 18, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room
- 10. INTERIM COUNTY ADMINISTRATOR ORAL REPORT** (John Hitt, Interim County Administrator) (10 minutes)
 - A. Agenda Process
 - B. Surplus County Property
 - C. Finance Report
 - D. County Recreation Opportunities
 - E. County Administrator Recruitment
 - F. County Fiscal Year (FY) 17-18 Revenue Options
 - G. Community Development – Written Materials in Packet
 - H. County Surveyor - Written Materials in Packet
- 11. COMMISSIONER UPDATES** (15 minutes)
 - A. Commissioner Boice
 - B. Commissioner Gold
 - C. Commissioner Huxley
- 12. ADJOURN**

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

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

AGENDA ITEM TITLE: Meeting Minutes

AGENDA DATE^a: 09-20-17 **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: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 09-07-17

BRIEF BACKGROUND OR NOTE^b: Draft minutes for review/approval

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Minutes

(1)08-18-17 Emergency Meeting draft minutes

(2)08-23-17 Special Meeting draft minutes

(3) 04-12-17 Workshop DRAFT minutes

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) Adopts minutes for public records and other purposes

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

EMERGENCY MEETING

Friday, August 18, 2017 – 2:00P.M.

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

www.co.curry.or.us

MINUTES

EMERGENCY MEETING

(Audio Recording only)

Emergency Meeting – August 18, 2017 - Emergency Declaration Chetco Bar Fire

PRESENT: Chair Tom Huxley, Commissioner Sue Gold, Counsel John Huttli, Legal Assistant, Brenda Starbird and Facilities Maintenance Director, Eric Hanson in audience

Chair Huxley, called the meeting to order at 2:09P.M. He said this was an emergency meeting regarding the Chetco Bar Fire, noting all the smoke coming down the Chetco River and Kalmiopsis Wilderness. He further stated the emergency negated the 24 hour notice meeting law.

Counsel Huttli introduced Facilities Maintenance Director, Eric Hanson who was present in the audience.

Counsel Huttli questioned his role in this event. Hanson said he was the only ATC FEMA Post Event Inspector for Structures after fire, windstorms, floods and earthquakes in the County. Counsel Huttli said he had received a call at noon from Commissioner Gold that the Chetco Bar fire had jumped the Chetco River and was now threatening residences, life and property. Huttli said he confirmed this with Sheriff Ward. He said approximately 20-40 residences had been evacuated. The American Red Cross had set up emergency shelter in the Brookings Gymnasium. He said the Board needed to call the Emergency Command Center during today's meeting, stating there was also a Conflagration Resolution that was being requested for the Board to take action on today.

Chair Huxley read the emergency declaration verbatim into the record.

Counsel Huttli said if Board finds to make a motion to approve, he would direct staff to submit this to the Governor's Office, and asked Board to have a phone conference with Fire Marshall. Commissioner Gold motioned to authorize this resolution as it was just read. Chair Huxley seconded the motion. Motion passed 2-0. (Let it be reflected in the minutes that Commissioner Boice pre-signed the Resolution prior to heading down to Brookings, Oregon that afternoon.) Counsel Huttli instructed staff to immediately scan and email the approved resolution to OEM and the Governor's Office. (Staff left the room).

Huttli reviewed the Conflagration documents. There was an attempt to call the Sheriff and the Fire Marshall (Mr. Watson) approximately 12 minutes into the meeting. A briefing was taking place with the Emergency Team, according to DJ Storns, Sheriff's Administrative Secretary, who said she would pass on the information and have them return the call.

Sherrie Ward was in the audience, and said she was only there as an observer, not in a working capacity...but did update the Board on a couple items Curry Community Health (CCH) Department had been doing.

Chair Huxley recessed at 2:34P.M. noting the meeting would reconvene when contact was made to the Fire Marshall.

Chair Huxley came out of recess at 2:55P.M. stating they were still waiting on a call from Fire Marshall and Sheriff Call.

Counsel HuttI stated he would try to call him again at 3:00P.M. and would leave a message if they were unsuccessful.

Chair Huxley expressed the need for clarification on the paperwork for filling out the conflagration documents.

Commissioner Gold questioned whether they could direct Counsel to do this?

Counsel HuttI said this could be delegated to Counsel. HuttI reviewed ORS's and Statutes with the Board. HuttI was able to make phone contact with Captain Espinoza now on the line with the Board of Commissioners. HuttI explained they were calling for Chief Watson. Espinoza said they just had a fire brief and attempted to find the Chief. HuttI informed Espinoza that he contacted sheriff Ward and stated the Sheriff didn't need anything else from the Board at this time. HuttI said if they didn't have a call back from the Chief by 3:15, they would adjourn. Espinoza updated the Board re homes in the non-protected zones, and what the Commissioners role would be. HuttI reviewed statutes with Espinoza saying they would call back within moments. Updates on the fire from Espinoza were that the fire behavior was unpredictable and unstable. He said the weather predictions were tough and making the fire move in directions not expected. Fire could be moving at approximately 5 miles in 24 hour stretch. Could go beyond area already evacuated. Going to evacuate down to Loeb State Park and move people out. Counsel HuttI said Board would issue brief press release and asked Espinoza if they were working with press as well. Espinoza said they were and there would also be a joint press release today at 5:00P.M. (Press and Forest Service). Counsel HuttI directed Staff to send (email) copy of signed declaration to sheriff and Espinoza.

3:08P.M. Chief Jim Watson on speaker phone. HuttI stated Counsel had been provided request forms and materials for the conflagration. Counsel HuttI reviewed statutes re local and city fire protection districts. He questioned what statute/authority they were operating under. Fire Chief read the Letter from State Fire Marshall stating the Private lands in unprotected areas and how they don't have authority out there to fight the fire. He stated there was no district Fire Chief here, so Board would call and request conflagration. HuttI Cited ORS 476.530. HuttI said the Board had been provided with blank forms with no place for signature. State Fire Marshall Jim Watson said he would fill out the forms. HuttI asked what they needed from the Commissioners. Chief stated the Declaration of Conflagration was needed from the Board so they could start getting local resources together and begin sending resources up that way. HuttI stated the Sheriff was our Emergency Manager and the point of contact with the incident command team. HuttI asked Sheriff, who was also present with the Fire Chief, if Board declared Conflagration and delegated authority to Sheriff to assign forces and equipment in coordination with Chief Watson, would that be enough. Sheriff Ward said he was no fire fighter. HuttI asked Chief if he was comfortable enough. Chief Watson said he was. HuttI said then he would ask the Board to vote on that, and they (ES Team) would fill out the forms. HuttI reiterated the declaration of fire emergency and fire conflagration request would delegate to sheriff and fire chief to complete necessary forms and make necessary contacts further stating it was too technical for Board to fill out.

There was further discussion with the Board, County Counsel and Sheriff Ward regarding who would fill out necessary conflagration forms. Counsel HuttI reiterated the Board was trying to streamline the process so they (the ES team) can work directly with the state folks. Sheriff indicated they had their hands full with evacuations and road closures. Don't

have time to fill out a bunch of forms. HuttI said there could be sub delegation language if necessary. Sheriff said Commissioner Boice was there as well. HuttI said Boice will still need the necessary information to fill out.

Huxley said the Fire Chief or higher needs to fill out the forms because they contain operational information and the Board doesn't have knowledge of that info. HuttI reiterates again that the Board was not trying to make more work for them, just trying to streamline the process.

HuttI said a motion would be needed to declare a fire emergency and request for conflagration and designate Sheriff Ward and Chief Watson as county designees to execute all necessary orders, stating that would be the wording for the Resolution.

Recess at 3:27P.M. for HuttI to draft Designation for Conflagration, authorizing certain individuals as contacts.

3:49P.M. Chair Huxley announced the meeting was back in session. After conversations with Chief Watson, Sheriff Ward, Captain Espinoza, Counsel HuttI and Board of Commissioners it was agreed to authorize conflagration Emergency assistance in a matter of declaring emergency R2017-19 (presented) read in its entirety by Chair Huxley. State of emergency fire conflagration – sheriff , OEM and Fire Chief Jim Watson authorized to take all steps necessary....communication, requesting, directing...may delegate authorized powers as necessary. This concluded reading of resolution.

Chair Huxley said that was quite clear to Board.

Commissioner Gold motioned to approve resolution R2017-19 declaring emergency fire conflagration. Chair Huxley seconded the motion. Motion passed 2-0.

Counsel HuttI said this concluded the meeting and the resolution would be sent to Sheriff and Governor and the Board would issue a brief press release. HuttI said the Board had done everything it could. Chair Huxley reiterated that Chief Watson would fill out the forms because of the specifics required. HuttI reaffirmed there was broad enough language in the declaration for him to do that. HuttI directed staff to communicate to Sheriff, and others, that we would request copies of all pertinent documents.

Chair Huxley adjourned the meeting at 3:56P.M.

Approved this _____ day of _____, 2017

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John HuttI, County Counsel

DRAFT



CURRY COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

Wednesday August 23, 2017 – 3:00P.M.

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

www.co.curry.or.us

Meeting Minutes (Audio recording only)

Present: Commissioner Sue Gold, Counsel John Huttli, Legal Assistant Brenda Starbird (Staff)
By Phone: Commissioner Thomas Huxley; Commissioner Court Boice

Commissioner Gold presided as Chair in the absence of Commissioner Huxley.
Commissioner Huxley was available by phone, as was Commissioner Boice.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chair Gold called the meeting to order at 3:01P.M.

2. AGENDA AMENDMENTS:

- 1) *Supplemental Emergency Declaration to 2017-18 to include Emergency Declaration from the City of Brookings.* Counsel Huttli explained materials were in the Supplemental Packet and this was a Supplemental Emergency Declaration to the previously approved Emergency Declaration to include Emergency Declaration for City of Brookings
- 2) Commissioner Huxley stated he would like to add an item for a consensus from the Board re the new Interim County Manager position. He would like Board consensus to move forward with purchasing a lap top for this individual/position. Commissioner Huxley said this would require a transfer of funds and the money was in the budget. Commissioner Boice said he had no amendments, but wished to update the Board on the Chetco Bar Fire. Chair Gold asked him if he would do this under Commissioner Comments. He said he would. Huxley reiterated he wanted to ask for \$2,500.00 for the laptop. Commissioner Boice motioned to add this agenda item. Huxley motioned to add this to the agenda. It was noted there were two motions. It was clarified Commissioner Boice had made the motion first. Commissioner Huxley seconded the motion. Motion passed 3-0.

3. APPROVAL OF AGENDA:

Commissioner Boice moved to approve the agenda as amended. Commissioner Huxley seconded. Motion passed 3-0.

Special Meeting
August 23, 2017

4. **ANNOUNCEMENTS:** (5 minutes)

September 6, 2017 – Board of Commissioners General Meeting – Chair Gold announced the meeting.

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

Carl King – SAR member, makes no pretenses in being an expert fire fighter. He commended the fire efforts, truly impressive, especially our Sheriff's Department. Commissioner Boice said he agreed totally. Thanked Mr. King for recognizing all of them (round of applause).

Summer Matteson – CC Juvenile Dept. Yesterday approached by OEM and ES asking if she would coordinate volunteers and donations. She said she is currently reading the manual provided by OEM and has questions for the Board, such as where the money donations will be deposited. She asked if the County would consider being recipients for those funds. Chair Gold asked if the County had a special account those funds could be deposited in and then would allow ES to distribute. Huttel said this sounded like a function of the American Red Cross. Matteson said she got some back lash because local citizens want the money to stay local and is asking the board for that permission. She said no donations had been accepted as of yet. Commissioner Huxley stated he could barely hear this phone conversation. Chair Gold summarized for him. Counsel Huttel suggested maybe a "Go fund me" account or at least a non-governmental association. Commissioner Huxley agreed. Carl King, present in the audience, shared that he saw someone from the Red Cross at McKay's Market yesterday and they cannot accept a donation, and furthermore all donations to the Red Cross go to the National level. He said Rotary is a 501C3 and he would be happy to work with Matteson to set up donations through their Organization, and also noted that donations could be tax deductible and could filter through Rotary. Mr. King will work with Matteson on this for non-profit. Chair Gold liked that idea. Funds would be kept separate. Mr. King said because this is charity he doesn't see why Rotary can't do this. Chair Gold advised Matteson to check with powers that be and see if ok for Rotary to be the recipients of donations. Following the brief discussion Matteson and King would bring back to the September 6, 2017 Board Meeting and update the Board. Counsel Huttel suggested putting this on hold for the time being. Matteson said she met with Gary Short who is setting up some of the financial spreadsheets for the Sheriff for FEMA tracking. Huttel said to keep working on it and a decision would come later. Commissioner Huxley concurred completely. Counsel Huttel said we can't stop people from helping, but we need to try to let them know this isn't the county, but this is Rotary setting up this fund, not a County program. Commissioner Huxley reiterated the county not authorizing at this point and time. Counsel Huttel advised King to work with Short and Matteson to move this forward. As stated above, will bring back to the September 6th meeting.

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

None

7. **CONSENT CALENDAR:**

None

8. **PUBLIC HEARING:**

None

Special Meeting
August 23, 2017

9. ADMINISTRATIVE ACTIONS/APPOINTMENTS:

Supplemental Emergency Declaration – City of Brookings

Counsel Huttl explained the Emergency Declaration. He indicated this was a supplemental declaration to our earlier Emergency Declaration and would be attaching the City of Brookings Emergency Declaration. Counsel Huttl explained, and read parts from the declaration. Commissioner Boice motioned to approve the Supplemental Emergency Declaration for the City of Brookings. Commissioner Huxley Seconded. Passed 3-0

Authorization of Laptop Purchase for County Administrator

Commissioner Huxley motioned to approve a laptop purchase for the Interim Director. Commissioner Boice said his laptop cost \$1,200 and questioned why this one was more. He questioned if there were special devices that go with it, raising the cost. Commissioner Huxley wanted to ask for the higher amount because he didn't have an estimate for the cost yet, and didn't want to have to come back to the BOC with another request, should an initial request for less be too little. Counsel Huttl reiterated by saying that Commissioner Huxley hadn't received estimates and doesn't want to assume and wants to be safe and have enough to exceed. Counsel Huttl further stated procurement would most likely be through vendor contacts with IT. Commissioner Boice seconded the motion. Passed 3-0.

A. *Water Service Agreement – Cost Share between City of Brookings, Curry County and Cal-Ore Life Flight LLC (10 min.)*

Counsel Huttl said this had been discussed at a prior meeting. He explained the City wanted to extend 8 inch water line East of airport and that the City was under a grant deadline to accomplish this. The City would do all the work. They would pay their share of grant, 40K, and noted if the City doesn't do this, the county still needed to extend the water line. Cal-Ore and County would each contribute 5k to do the project. He said he was requesting approval from the Board. Commissioner Boice motioned to approve the above. Commissioner Huxley seconded with comments. Commissioner Boice noted he did have concerns re the size of the line. Commissioner Huxley said he was not concerned with size of the line and volume, but was concerned with what was the source of funding for the 5K? Counsel Huttl said there was 10k still in a line item from last year that didn't get spent. Commissioner Huxley presented with another concern of who would be responsible for all costs? He said only the 5k included in section 3.3 or was that in addition to? Counsel Huttl said the County will pay 5k to Brookings, but then there would be a slight cost to the County. Commissioner Huxley asked for the estimate of that cost, and could it be thousands. Huttl doesn't think it will cost thousands more like hundreds and the money would come from the same budget, as above. (Commissioner Boice gone from meeting – approves of the vote when it happens). Counsel Huttl said there is a very short timeline and said Cal/Ore will be the contact and will be doing the work, through a Contractor. Counsel Huttl said Eric Hanson, Curry County Facilities Director, is in the loop. Counsel Huttl is coordinating with Cal/Ore. Commissioner Huxley referred to section 3.5 – and was most curious about county paying SCD Fees. County Huttl said Gary Milliman, Manager for City of Brookings said county wouldn't be charged scd fees. Motion Passed 3-0.

B. *Easement – County and City of Brookings (Non-Perpetual Easement – water main and fire hydrant Brookings Airport) (10 min.)*

Special Meeting
August 23, 2017

It was clarified that this should be a non-exclusive Perpetual Easement (typo), not non-perpetual as WAS typed above. Counsel Huttl explained the Easement is to put in the 8 inch water main on County property. This Easement grants City of Brookings the ability to perform the work, in exchange for the service. The County would not charge them for this Easement. Commissioner Huxley motioned to approve the Easement as written. Chair Gold seconded. Commissioner Huxley stated that in addition to those reasons Counsel Huttl gave, this would indicate hope also that the County will work with the city of Brookings and extend cooperation which benefits all. Counsel Huttl agreed. Motion passed 2-0.

C. Hire Order – Assessor’s Office (5 min.)

Jim Kolen was before the Board and indicated this would fill a position recently vacated by resignation and there was no change in the budget. He said this was an excellent candidate. Commissioner Huxley motioned to approve hire order for reasons given. Chair Gold seconded. Motion passed 2-0.

D. Order Ratifying Designation of Authority (D of A) (Multi Jurisdiction) (5 min.)

Counsel Huttl explained the Designation of Authority came from the Emergency Command Center from Commissioner Boice. Counsel Huttl explained there were two D of A’s before the Board having to do with authority inside and outside fire districts. Designating federal folks as incident commanders in these two areas was requested and necessary. Counsel Huttl further stated this was a precautionary recommendation on Counsel’s part and stressed by having full board authority, there should be no questions when comes time for FEMA reimbursements. Commissioner Huxley motioned to approve the order ratifying Delegation of Authority as explained by Counsel Huttl. Chair Gold seconded. Motion passed 2-0.

E. Order Ratifying Designation of Authority (Unprotected lands) (5 min.)

Counsel Huttl gave the same staff report, same recommendation, as above stated. Commissioner Huxley motioned to approve the order ratifying Designation of Authority as explained by Counsel. Chair Gold seconded. Motion passed 2-0.

F. Order Amending Board Ground Rules for Commissioner Meetings (10 min.)

Counsel Huttl stated this was a follow-up and since the Board was having a special meeting he took liberties to putting this on the agenda. He noted this only amends the hour limits, noting it was cleaner with 2 hour limits as explained. He said the meetings had not been meeting the set hours. Language would allow flexibility as consensus by the Board and this was just a housekeeping matter, just functional. Commissioner Huxley motioned to approve the amended rules of decorum specifically section 4 as presented. Chair Gold, seconded. Commissioner Huxley requested to add two extra words to the last sentence....”may be extended by vote of the board” to read “may be extended by a majority vote of the Board”. This would be amended. Motion passed 2-0.

10. PRESENTATIONS:

11. PROCLAMATIONS / RESOLUTIONS / LEGISLATIVE ACTIONS:

Counsel Huttl announced a change in a date previously announced at a meeting, re the August 28th breakfast with schools stating it was now changed to Wednesday Sept. 6th at 7:30A.M. Counsel Huttl said he had just received this information from Sharon at Kury Radio re this date change.

12. NEW BUSINESS:

Special Meeting
August 23, 2017

13. OLD BUSINESS:

14. COMMISSIONER UPDATES / LIAISON & DEPARTMENT ACTIVITY REPORTS:

No comments from Commissioner Huxley. Chair Gold read a letter into the record, written by herself to the Commissioners, re issues relating to the Chetco Bar Fire in Brookings. Gold would like this letter to go to the Unified Team and Emergency Services Coordinator. Commissioner Huxley motioned to send letter to the above. Commissioner Huxley commented he would like the letter to be put on the County website. He further stated that he had his own questions re what was the pecking order (authority) of the management of this Chetco Bar Fire, and who do concerned citizens contact or submit constructive criticisms to, and how to get update of maps? Counsel Huttl said Jan Barbas, who was in the audience, did some level of communications. Counsel Huttl also said the Unified Team had been giving briefings to the Public. Jan Barbas came before the Board and informed the Board that there is a briefing at the Fairgrounds in about 10 minutes, stating it is a Public informational meeting. Commissioner Huxley said as of this morning time and location wasn't even known. Barbas concurred. Barbas further stated that information releases had at least four phone numbers for contact. Commissioner Huxley indicated he should have the opportunity to go to the top directly. Counsel Huttl said typically there would be a Public Information's Specialist. Barbas said that Commissioner Boice had been working in the EOC and was involved with fire management directly. He suggested that perhaps he would be the Board's liaison to that team. He said Managers are publically available and will be at this meeting and suggested perhaps Chair Gold could adjourn this meeting and go to that meeting. Chair Gold seconded Commissioner Huxley's motion. Motion passed 2-0. Chair Gold will get this sent out and maybe add concerns and comments to the letter from Commissioner Huxley.

15. EXECUTIVE SESSION:

16. ADJOURN: Chair Gold adjourned the meeting at 3:46P.M.

Approved this _____ day of _____, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to form:

Special Meeting
August 23, 2017

DRAFT



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – WORKSHOP

Wednesday, April 12, 2017 –1:00 PM.

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

**Commissioners Present: Chair Thomas Huxley, Vice-Chair Sue Gold,
Commissioner Court Boice
Support Staff Present: County Counsel, John Huttli; On Call Clerk, John T. Jezuit;
Finance Director, Louise Kallstrom**

The purpose of this meeting is to discuss

- a) 2017-2018 Fiscal Year (FY) Budget Update

Please note – All times are PM

To view the Citizens Budget Advisory Committee (CBAC) summary referenced in the minutes, either (1) go to page 149 of the following link --
http://www.co.curry.or.us/Portals/0/2017_04_05%20General%20Meeting%20Packet.pdf
or (2) contact the Board of Commissioners' Office.

1:00P Call to Order and Pledge of Allegiance

Huxley – workshop

Introduced members

1:01**Huxley Kallstrom** to begin

1:05**Kallstrom** Put in everything we talked about at the General Meeting on 4/5/17. Your recommendations are in here. Couple more things in here. Public Employee Retirement System (PERS) increase, Department heads payroll adjustment. 1.5% Workers Compensation reserve ½ to building fund and ½ going to building projects fund. That was actually never done. Put that in for 2017-2018 Fiscal Year budget. Did a few things non-departmental. A few on Citizen Budget Advisory Committee (CBAC) recommendations, took out \$50,000 irregular payout. Left in legal professional services. Took down liability and property insurance.

1:08**Kallstrom** that's what's in these figures. \$1,094,000 short of being balanced.

1:09**Kallstrom** we need to discuss how to take care of the \$1,094,000.

1:09**Huxley** Department heads will look at deficit and make appropriate cuts..

1:10**Kallstrom** needs to balance budget. It's responsibility of Board of Commissioners to give direction. Carry over now used, no road fund. No furlough days.

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MINUTES

Went through CBAC recommendation CBAC #6A Deputy Elections Clerk included on **Kallstrom's** recommendations. #6B Open administrative position in Board of Commissioners office was included. #6C Emergency Services overtime budget \$13,967
1:11**Kallstrom** On 7, eliminate funding from the general fund to the departments. One was surveyor did payroll proposals total \$11,000.

1:12**Kallstrom** CBAC 8 close cable TV fund and move resources. \$140,000 annual revenue. Doesn't know about moving County Counsel into General Fund.

1:13 **Kallstrom** CBAC #9 \$20,000 balance Outside #5 Juvenile by 30%. Not sure how Juvenile department runs. Notes from Trost \$129,000 in payroll costs.

1:14**Kallstrom** only recommendations have right now

1:15**Huxley** discussion in meeting minutes. 30% and 60% reduction. Suggests that the Department heads & officials look at reductions in their respective Departments. Making reduction & interfacing w/**Kallstrom**.

1:16**Boice** With exception of Sheriff's Department.

1:16**Huxley** we agreed can't do the same across all departments. Something with PERS?

1:17**Kallstrom** Increase effective 7/1 PERS adjustment. Already in **Kallstrom's** Budget Proposal

1:18**Gold** Departments do whatever they can do.

1:18**Huxley** reasonably suggested last week. Department heads make cuts.

1:19**Boice** have 3 different options and proposals to balance the budget.

Starts w/\$1,100,000 with **Kallstrom** worked with CBAC proposal. Option of using road funds & carry over is critically important. Really surprised last meeting Board of Commissioners recommended not using any carry over. That money has already been allocated.

1:21**Boice** these proposals show how critically important it is to use the carry over.

Bottom line all 3 of these proposals balance the budget

#1 uses 70-75% of carryover. #1 is **Boice's** preferred option. \$694,000 & \$400,000 gets us to the \$1,094,000.

#2 same as #1 5% cut in materials & services. 3% across the board cut to all Department except the Sheriff.

1:23**Boice** thinks there are prudent options here. #3 factors in \$130K for County Administrator. Very much against County Administrator. Meeting with Clatsop and Jefferson County. Clatsop has had 9 different County managers. Jefferson County is very successful.

1:25**Boice** #3 proposal budgeted in \$100,000 salary package. Uses \$700,000 of carry over. 7% across the board cuts to departments. CBAC & County accountant works.

Trying to buy us some time to figure out how to raise revenues. That's the work before us. Opportunity to turn this into our advantage. Sound merit.

1:26**Huxley** Any questions for Commissioner **Boice**?

1:26**Gold** make 7% a goal for departments

1:27**Kallstrom** not a lot cuts can be made

1:27**Gold** can take a true 10%. Maybe 10% instead of 7% and take some carry over.

1:29**Boice** We're asking Department Heads to fund County Administrator.

1:29**Boice** Sheriff's Department is managing. What's left to manage?

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1:29**Kallstrom** already a 3% cut in these figures.

1:29**Huxley Kallstrom** had increased Commissioner expense to reflect full time Commissioner costs.

1:30**Kallstrom** Need to have Department budgets. CBAC #8 it's over \$70,000 to go back to administration.

1:31**Boice** all 3 proposals consolidate law enforcement

1:32**Boice** Not convinced we need a bigger office.

1:32**Kallstrom** Have not done administration fees spread in a new way. The \$28,000 is not showing here nor is increase in Commissioner pay. Have not added administration fees to general funds.

1:33**Boice** Consolidate can save \$\$

1:33**Huxley** In the long run – yes. Commissioner **Boice** status quo budget. Proposal #2 3% cut across the board. Not the case for law enforcement.

1:35**Huxley** Asked **Kallstrom** Re: law enforcement revenues came to \$670,000.

1:35**Kallstrom** Shaded area shows corrections. Revenues for search & rescue included.

1:38**Huxley** added shaded area up – came up to \$667,000. Is there more than that?

1:38**Kallstrom** There would be more than that. All 8 have revenues in those departments.

1:39**Huxley** figure is \$1,590,000. Not for simply just moving surplus carryover to balance the budget.

1:40**Gold Huxley** are you for not moving any of the carryover?

1:40**Huxley** Yes. Go into next year with some reserves.

1:40**Boice** Why would you not want to use carryover?

1:41**Huxley** What has happened over the last decade. As soon as you get it in, spend it. For future maintenance, IT, vehicle, upgrading infrastructure. Use some of it in longer range planning.

1:42**Boice** People paid that money. Expect services. Don't expect to use for future rainy day. Offered some proposals using almost all of it. Tax payers intended it and collected

1:43**Gold** Relate to Port of Brookings Harbor. Right now have all maintenance that can't be taken care of. It's really important to have a contingency plan.

1:44**Boice** We're trying to buy some time here. As leaders of community we need to say specifically. Where are we going to cut? Where are those cuts coming from? If we're not going to use this money for the 17-18 FY budget. We have to prioritize which ones. Which service compromise and many do without.

1:45**Kallstrom** with 3% cut already, don't know how. If we do increase the carry over balance a little bit, then we can sustain that budget. Finds it irresponsible to use either all of it or none of it.

1:47**Gold** What % of carryover to use?

1:47**Kallstrom** recommends 30 to 40%

1:47**Gold** right now about a 14% carryover. In the schools we want to keep it at 10% carryover.

1:48**Boice** maybe we can put on the table what can agree on. We agree have \$1,094,000 shortfall, serious responsibility here. With this revenue shortfall, we have responsibility to find additional revenue. There's an urgency?

1:49**Huxley** Additional consolidation & cuts. Among other things.

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MINUTES

150**Boice** Will be incentive for Commissioner **Boice** to come to Board of Commissioners with possible sales tax.

1:50**Huxley** Open to a small amount of carryover 25% to 30%. Rest has to be cuts within departments. Certain departments. Department Heads have to decide how to make cuts.

1:52**Kallstrom** \$300,000. #6c in CBAC \$14,000 #7a proposal by surveyor payroll changes \$11,000. CBAC #8 Close cable TV fund \$65,000. Carryover balance 1 time transfer \$120,000. CBAC#9 close county land fund \$20,000. Juvenile Department had given CBAC a way to cut 30% of his budget. Took payroll part \$129,000.

1:55**Huxley** Does not see where that's appropriate just because CBAC recommended it for one department only.

1:56**Kallstrom** things Juvenile has mentioned on the phone, but haven't had a meeting on it.

1:56**Huxley** Would not support following verbatim any single recommendation from CBAC or anyone else.

1:57**Kallstrom** Commissioner **Huxley** you asked me to talk to Department Heads. These are some of the things they could cut.

1:57**Huxley** I understand that.

1:58**Kallstrom** Some Departments will make contribution to cuts. Some will not. Worried about timeline. Would like to get some solid figures. Wants to get published budget ready by the 4/24. Needs balanced budget then. Spreadsheet to balance budget. The reason **Kallstrom** cannot put all that info a huge doc in a couple of days.

2:00**Huxley** have same discussion you had with Juvenile Department with other Departments

2:00**Kallstrom** Wants directions by next Wednesday.

2:00**Boice** Understands anxiety. Use more carry over than 30%.

2:01**Kallstrom** Propose an item on next week's general session. Don't have to provide any proposals by 5P tonight. Would really like to have decision on direction by next week.

2:02**Boice** Does **Kallstrom** not have to go to Department heads again?

2:02**Kallstrom** will go to Department heads again. Anything more than 3% they can do?

2:02**Gold** \$300,000 from carryover

2:03**Boice** Do you think department heads have stepped up?

2:03**Kallstrom** do think they have. Doesn't know how much will be gained by looking harder. Over last 5 to 6 years they have looked at their budgets. Not real hopeful.

2:04**Huxley** thinks Juvenile Department came forward overboard. Other Departments need to keep that in mind Board of Commissioners will make final decisions next week. That will Board of Commissioners additional time to look at too. Some of these numbers down here, while they're not large until get into cable TV fund. Gives a little more time to discussion here.

2:05**Kallstrom** has another doc shows non-Department revenues. There still some fluidity in these numbers.

2:07**Boice** want to be as confident as he can on the \$1,100,000.

2:08**Kallstrom** will look at it 1 more time.

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MINUTES

2:08**Boice** today's the day. Admire you want to protect \$1,000,000 in carryover. At end of my 4 year term, want to have \$2,000,000 in the bank. Things on timber & national contributes to that optimism. Shy of cutting services that will affect welfare of people. Looking at using 90% of carryover.

2:10**Huxley Sheriff Ward**. Want to come up?

2:10**Ward** there is a solution here. No road funds, no carryovers. It's irresponsible not to use carryover and irresponsible not to use road funds. 2 years ago voted against using road funds. This year there are no other options to balance the budget. Look at ORS 368.076 368.705 294.060. Funds may be expended for patrolling. Monies in road funds may be for patrolling

2:13**Ward** we're not using \$600,000 of road funds. Pay not comparable to rest of counties. With CBAC and **Kallstrom**'s proposals, we can use road funds. We're not going to run out of money in 5-6 years. We can't lose what we got now. We depend on other county Departments. If cut to where they can't do their job, we can't do our job. 18 Deputies in 1990. Now 7. Can only patrol 10 hours a day.

2:15**Ward** we can use road funds, law says we can. Not a proponent of using road funds. It's our only option.

2:16**Boice** on 3/22 we had a workshop with CBAC. Please listen to these people public safety is our biggest responsibility. Road funds are there. Have support of CBAC and **Kallstrom**. We can't afford what we have to lose. Doesn't want to give up any more territory. Agree with Sheriff completely.

2:17**Huxley** Anybody else? **County Assessor Kolen**

2:17**Jim Kolen** Curry Assessor in complete agreement with Commissioner **Boice** and Sheriff **Ward**. We have not prepared public what cuts & services to public will mean in their daily life. Use road funds & some cash carryover. This will allow Board of Commissioners to have conversation with public to prepare. Also we need to make preparation for County Assessment Function Funding Assistance (CAFFA) Grant. Submission deadline 5/1. Question: Would it be possible to get consensus at workshop by 4/26?

2:20**Huxley** Would have to be a special meeting. Not a workshop.

2:21**Gold** Need budget before can do CAFFA

2:21**Huxley** Doesn't see problem with special meeting on 4/26. Anyone else?

2:22**Trost**. Parks & Juvenile built budgets to be intertwined. Given some direction on how to build budget with Juvenile & Parks. Believes keeping both Departments together. Some questions on carryover. This budget does not include our current Fiscal Year carryover. Is there a possibility it can be projected? Looks at how much of budget has been used throughout year. Is it possible to forecast next year's carryover, based on current spending.

2:24**Trost** this is from 15-16 FY year we're talking about .

2:25**Kallstrom** Revenue from last year to this year. No budgeted expenditure against. It is part of current year.

2:26**Trost** There is carryover that will come out of this year for next year.

2:26**Gold** Any way of predicting carryover/

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MINUTES

- 2:26**Kallstrom** Met w/Department heads. Went through revenues & expenditures. Project through June and final column. Doesn't how complete all for general fund.
- 2:28**Gold** that would be very helpful. If we're going to be using carryover, there are a couple. Appreciates dialogue today. Hopes carryover & road funds can be used until we find solution.
- 2:28**Huxley** Anybody else in audience?
- 2:29**Boice** has some comments as only time we can talk.
- 2:29**Huxley** prefers not to
- 2:29**Gold** End the meeting
- 2:30**Huxley** Adjourn.

DRAFT

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

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

AGENDA ITEM TITLE: Amended Master Payroll FY 2017-18

AGENDA DATE^a: 9/20/17 **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:** 9/7/17

BRIEF BACKGROUND OR NOTE^b: This is an updated Master Payroll Order to reflect the ratification and approval of the SEIU collective bargaining agreement

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2) Exhibit A
- (3)
- (4)

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) Any department with SEIU employees
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) Amends Master Payroll to reflect Collective Bargaining Terms

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
Finance Department

Julie Swift

Payroll & Personnel Coordinator

94235 Moore Street, Ste. 125
Gold Beach, OR 97444

(541)247-3233
(541)247-3436 Fax
swiftj@co.curry.or.us

MEMO

Date: September 8, 2017

To: John Hitt

From: Julie Swift
Payroll and Personnel Coordinator

Re: Agenda item for September 20, 2017 meeting

Yesterday I sent an agenda item to the BOC Office to amend the Master Payroll for fiscal year 2017-2018. When the original Master Payroll was approved by the BOC on July 5, 2017, negotiations with SEIU had not been completed. On August 1 we met with a mediator and we were able to come to a tentative agreement on the economics. All SEIU employees would receive 2 – ½ step increases (5%) at July 1 and the insurance contribution by the County would increase by \$100 per month. We estimated the total impact to be about \$65000 for the fiscal year. Attached is a spreadsheet showing the difference in base salary and insurance change. This does not include FICA, PERS and work comp differences.

The union ratified the agreement on August 7 and at the September 6 meeting a majority of the BOC approved the collective bargaining agreement. The question was asked where will the money come from. The answer is that by changing auditors we have saved \$30000 and by not having a Finance Director or County Administrator as budgeted is a savings so far of about \$34000 and we still are saving approximately \$8000 per month by not having a full time Finance Director. To memorialize the agreement I need to amend the Master Payroll.

Please contact me if you have any questions.

BEFORE JULY 1, 2017 AFTER JULY 1, 2017

EMP #	LAST NAME	FIRST NAME	MI	DEPARTMENT	POSITION	HRS PER		BEFORE JULY 1, 2017		AFTER JULY 1, 2017		DIFFERENCE	
						WEEK	RANGE	STEP	SALARY	RANGE	STEP		SALARY
903	Antunes	Jackalene	J	District Attorney	Child Advocacy Coord.	40.00	U8	A	1,978.80	U8	B	2,076.60	97.80
675	Carpenter	Wendy	L	Assessor	Administrative Secretary	37.50	U7	A.5	2,874.00	U7	B.5	3,019.00	145.00
426	Chester	Nancy	A	Public Services	Planner	37.50	U7	C.5	3,169.00	U7	D.5	3,327.00	158.00
914	Creighton	Shellie	J	Public Services	Administrative Assistant	37.50	U8	A	3,092.00	U8	B	3,245.00	153.00
679	Crook	Delcenia	K	Finance Dept	Sr. Accounting Clerk	37.50	U8	A	3,092.00	U8	B	3,245.00	153.00
1011	Dongelmans	Erik	M	Clerk	Deputy Clerk I	37.50	U7	A	2,803.00	U7	B	2,943.00	140.00
534	Lang	Wendy	S	Juvenile	Sr. Juvenile Counselor	40.00	U12	B	4,708.00	U12	C	4,942.00	234.00
264	Luzmoor	Sheryl	D	Treasurer - Tax	Chief Dpty Tax Collector	37.50	U7	E	3,409.00	U7	F	3,579.00	170.00
925	Mather	Christine	A	District Attorney	Victim Advocate	40.00	U8	A	3,298.00	U8	B	3,461.00	163.00
926	Matteson-Kinr	Summer	D	Juvenile	Administrative Assistant	40.00	U8	B	3,461.00	U8	C	3,636.00	175.00
843	Pagano	Anthony	J	Assessor	Property Appraiser II	37.50	U8	A	3,092.00	U8	B	3,245.00	153.00
864	Ringulet	Robert "Tad"		Maintenance	Facilities Maint Worker	40.00	U6	A.5	2,780.00	U6	B.5	2,921.00	141.00
400	Ross	Becky	L	Clerk	Records Manager	37.50	U9	A.5	3,493.00	U9	B.5	3,668.00	175.00
972	Smith	Timothy	W	District Attorney	Legal Secretary	40.00	U6	C	2,990.00	U6	D	3,139.00	149.00
912	Wegner	Kiley	M	Assessor	Appraiser II	37.50	U8	A	3,092.00	U8	B	3,245.00	153.00
1014	Williams	Terrance	E	Maintenance	Custodian	40.00	U5	A	1,107.00	U5	A	1,163.25	56.25
1013	Williamson	Yancy	E	Juvenile	Juvenile Counselor II	40.00	U9	A	3,636.00	U9	B	3,818.00	182.00
684	Wright	Karlie	K	Juvenile	Juvenile Counselor II	40.00	U9	B	3,818.00	U9	C	4,009.00	191.00
TOTAL PER MONTH									55,892.80			58,681.85	2,789.05
ANNUAL DIFFERENCE													33,468.60
INSURANCE DIFFERENCE													21,600.00
TOTAL IMPACT													55,068.60

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2017-18**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	PERS County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>GENERAL FUND - 1.10</i>																			
<i>BOPTA</i>																			
411.30	County Clerk	Renee Kolen	EO	0.5%				25.87		25.87	5.00		0.03	1.98	PERS	5.75	0.03	0.27	38.94
411.30	Records Manager	Becky Ross	F	5%	SEIU	U9	B.5	183.40	4.47	187.87	55.00		0.33	14.37	PERS	41.76	0.19	2.73	302.26
<i>Elections</i>																			
414.00	County Clerk	Renee Kolen	EO	49.5%				2,561.54		2,561.54	495.00		3.24	195.96	PERS	569.43	2.63	2.25	3,830.06
414.00	Elections Administrator/Chief Deputy	Shelley Denney	F	95%		E12	C	4,558.10	128.63	4,686.73	950.00		6.22	358.53	PERS	1,041.86	4.81	4.61	7,052.77
<i>Tax Office</i>																			
415.15	County Assessor	Jim Kolen	EO	10%				522.88		522.88	100.00		0.66	40.00	PERS	116.24	5.70	0.46	785.93
415.15	Chief Tax Deputy	Sheryl Luzmoor	F	100%	SEIU	U7	F	3,579.00	103.01	3,682.01	1,100.00		6.55	281.67	PERS	818.51	3.78	4.55	5,897.08
<i>Treasurer's Office</i>																			
415.16	County Treasurer	Debbie Crumley	EO	100%				5,127.00		5,127.00	1,000.00		4.20	392.22	PERS	1,139.73	55.89	4.55	7,723.59
<i>Assessor's Office</i>																			
415.17	County Assessor	Jim Kolen	EO	90%				4,705.95		4,705.95	900.00		5.90	360.01	PERS	1,046.13	51.30	4.10	7,073.38
415.17	Deputy Assessor	Tracy Garner	F	100%		E11	F	5,214.00	135.40	5,349.40	1,000.00		6.55	409.23	PERS	1,189.17	58.32	4.85	8,017.52
415.17	Appraiser II	Anthony Pagano	F	100%	SEIU	U8	B	3,245.00	-	3,245.00	1,100.00		4.20	248.24	OPSRP	363.76	35.38	4.55	5,001.13
415.17	Appraiser II	Kiley Wegner	F	100%	SEIU	U8	B	3,245.00	-	3,245.00	1,100.00		6.55	248.24	OPSRP	363.76	35.38	4.55	5,003.48
415.17	Administrative Secretary	Wendy Carpenter	F	100%	SEIU	U7	B.5	3,019.00	44.15	3,063.15	1,100.00		6.55	234.33	OPSRP	343.38	3.15	4.55	4,755.11
415.17	Sr. Department Specialist	Leslie Howeth	F	100%	SEIU	U6	B	2,671.00	-	2,671.00	1,100.00		6.55	204.33	OPSRP	299.42	2.74	4.55	4,288.59
415.17	Cartographer/Appraiser	Lacey Young	IRR					20.75		1,708.42			-	130.69	OPSRP	191.51	1.75	2.31	2,034.68
<i>G.I.S.</i>																			
415.18			F	0%				-	-	-	-		-	-	OPSRP	-	-	-	-
<i>District Attorney's Office</i>																			
415.30	Deputy District Attorney III	Jake Conde	F	100%		E14	E	5,964.00	58.03	6,022.03	1,000.00		6.50	460.69	OPSRP	675.07	6.18	4.85	8,175.32
415.30	Deputy District Attorney I	Josh Spansail	F	100%		E11	C.5	4,618.00	-	4,618.00	1,000.00		6.55	353.28	OPSRP	517.68	4.74	4.85	6,505.10
415.30	Office Manager	Stacy DeLonge	F	82%		E9	C.5	3,270.16	-	3,270.16	820.00		3.44	250.17	OPSRP	366.58	3.36	3.98	4,717.69
415.30	Legal Secretary	Tim Smith	F	100%	SEIU	U6	D	3,139.00	-	3,139.00	1,100.00		4.20	240.13	OPSRP	351.88	3.22	4.85	4,843.29
415.30	CDI	Jackie Antunes		0.60	50%	SEIU	U8	B	1,038.30	1,038.30	330.00		3.28	79.43	OPSRP	116.39	1.07	1.46	1,569.92
<i>Recording</i>																			
415.40	County Clerk	Renee Kolen	EO	50%				2,587.42		2,587.42	500.00		3.28	197.94	PERS	575.18	2.66	2.28	3,868.74
415.40	Elections Administrator/Chief Deputy	Shelley Denney	F	5%		E12	C	239.90	6.77	246.67	50.00		0.33	18.87	PERS	54.83	0.25	0.24	371.20
415.40	Records Manager	Becky Ross	F	95%	SEIU	U9	B.5	3,484.60	85.01	3,569.61	1,045.00		6.22	273.07	PERS	793.52	3.67	4.32	5,695.42
415.40	Deputy Clerk II	Erik Dongelmans	F	100%	SEIU	U7	B	2,943.00	-	2,943.00	1,100.00		4.20	225.14	OPSRP	329.91	3.02	4.55	4,609.82
<i>Planning</i>																			
419.10	Community Development Director	Carolyn Johnson	F	25%		E15	D.5	1,540.75	-	1,540.75	250.00		1.64	117.87	OPSRP	172.72	16.68	1.21	2,100.86
419.10	Planner	Nancy Chester	F	90%	SEIU	U7	D.5	2,994.30	66.22	3,060.52	990.00		5.90	234.13	OPSRP	343.08	3.14	4.10	4,640.87
<i>Surveyor</i>																			
419.15	County Surveyor	Reily Smith	EO	IRR				40.00		2,773.33	-		-	212.16	OPSRP	310.89	30.23	1.94	3,328.56
419.15	Department Specialist	Barbara Colton	IRR					14.00		1,092.00	-		-	83.54	OPSRP	122.41	1.12	2.18	1,301.26

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2017-18**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
423.60	Parks/Community Service Coordinator	open position	F	15%	SEIU	U8	A.5	507.15	-	507.15	150.00		0.63	38.80	OPSRP	56.85	10.70	0.73	764.85
423.60	Summer Work Crew	Taylor Mather	IRR					12.00		520.00	-		-	39.78	PERS	-	12.65	0.93	573.37
423.60	Summer Work Crew	Yancy Rangel	IRR					11.00		476.67	-		-	36.47	PERS	-	11.60	0.93	525.66
<i>Emergency Services</i>																			
429.10	Emergency Services Coord	Don Kendall	F	100%		E10	A.5	3,988.00	58.03	4,046.03	1,000.00		4.20	309.52	OPSRP	453.56	7.67	4.85	5,825.84
<i>Solid Waste</i>																			
432.10	County Legal Counsel	John Huttli	F	14%		E17	F+	1,081.78	-	1,081.78	140.00		0.59	82.76	PERS	240.48	1.11	0.68	1,547.39
<i>Veterans' Services</i>																			
466.37	Veterans' Services Officer	Anthony Vouidy	F	100%		N8	B	3,445.00		3,445.00	1,000.00		4.20	263.54	OPSRP	386.18	6.53	4.85	5,110.31
466.37	Assistant Veterans Services Officer	Catherine Hernandez	IRR					12.00		832.00					OPSRP	93.27	0.85	2.18	
<u>COMMISSIONERS' FUND - 1.11</u>																			
<i>Commissioners' Office</i>																			
411.10	Commissioner	Court Boice	EO	100%				3,872.00		3,872.00	1,000.00		4.20	296.21	OPSRP	434.05	7.34	4.55	5,618.35
411.10	Commissioner	Sue Gold	EO	100%				833.33		833.33	1,000.00		4.20	63.75	OPSRP	93.42	1.58	4.55	2,000.83
411.10	Commissioner	Tom Huxley	EO	100%				833.33		833.33	1,175.53		-	63.75	OPSRP	-	1.58	2.52	2,076.71
<u>ROAD FUND - 1.15</u>																			
431.00	Roadmaster	Douglas Robbins	F	100%		E17	F	7,359.00		7,359.00	1,000.00		6.55	562.96	OPSRP		80.23	4.85	9,013.59
431.00	Road Maint/Const Foreman	Donald Hannen	F	100%		R10	C	25.06	-	4,364.62	1,000.00		6.55	333.89	OPSRP	489.27	215.50	4.88	6,414.71
431.00	Office Manager	Diana Carpenter	F	100%		R8	F	23.86	119.03	4,274.65	1,000.00		6.55	327.01	PERS	950.25	4.39	4.88	6,567.73
431.00	Shop Foreman	Rockey Carpenter	F	100%		M3	F	24.96	177.72	4,524.92	1,000.00		4.20	346.16	PERS	1,005.89	107.96	4.88	6,994.00
431.00	Road Maint/Construction III	Allen Rhodes	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	912.40	202.65	4.88	6,544.83
431.00	Road Maint/Construction III	Ed Allen	F	100%		M4	E	21.56	-	3,755.03	1,000.00		6.55	287.26	OPSRP	420.94	185.40	4.88	5,660.06
431.00	Road Maint/Construction III	Lynn Cary	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	912.40	202.65	4.88	6,544.83
431.00	Road Maint/Construction III	Gary Carter	F	100%		M4	F	22.64	-	3,943.13	1,000.00		6.55	301.65	OPSRP	442.03	194.69	4.88	5,892.93
431.00	Road Maint/Construction III	Allan Avery	F	100%		M4	F	22.64	-	3,943.13	1,000.00		6.55	301.65	OPSRP	442.03	194.69	4.88	5,892.93
431.00	Mechanic	Robert Halcumb	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		4.20	313.98	PERS	912.40	97.92	4.88	6,437.75
431.00	Drainage/Vegetation Maint	Gary Wolford	F	100%		M4	F	22.64	112.86	4,055.99	1,000.00		6.55	310.28	PERS	901.65	200.26	4.88	6,479.62
431.00	Road Maint/Construction II	Steven Brewer	F	100%		M5	F	20.51	146.09	3,718.25	1,000.00		6.55	284.45	PERS	826.57	183.59	4.88	6,024.28
431.00	Road Maint/Construction II	Chuck Gage	F	100%		M5	F	20.51	-	3,572.16	1,000.00		4.20	273.27	PERS	794.09	176.38	4.88	5,824.97
431.00	Road Maint/Construction I	open position	F	100%		M6	C	16.05	-	2,795.38	1,000.00		6.55	213.85	PERS	621.41	138.02	4.88	4,780.08
431.00	Road Maint/Construction I	Kim Alexander	F	100%		M6	C	16.05	-	2,795.38	1,000.00		6.55	213.85	OPSRP	313.36	138.02	4.88	4,472.03
431.00	Road Maint/Construction I	Stephanie Herzog	F	100%		M6	C	16.05	-	2,795.38	1,000.00		4.20	213.85	OPSRP	313.36	138.02	4.88	4,469.68
431.00	Engineering Tech II	Lloyd Matlock	F	100%		R8	F	23.86	85.02	4,240.64	1,000.00		6.55	324.41	OPSRP	475.38	46.23	4.88	6,098.08
431.00	Engineering Tech II	Robert Schafer	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	961.59	47.16	4.88	6,676.75
431.00	Engineering Tech II	Jerry Story	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	961.59	47.16	4.88	6,676.75
431.00	Sr. Accounting Specialist	Susan Martin	IRR					16.15		1,399.67				107.07	OPSRP	156.90	1.44	2.43	1,667.51
<u>LAW LIBRARY FUND - 1.25</u>																			
412.50	Office Manager	Stacy De Longe	F	18%		E9	C.5	717.84	-	717.84	180.00		0.76	54.91	OPSRP	80.47	0.74	0.87	1,035.59
<u>ECONOMIC DEVELOPMENT FUND - 1.27</u>																			
465.20	Community Development Director	Carolyn Johnson	F	50%		E15	D.5	3,081.50	-	3,081.50	500.00		3.28	235.73	OPSRP	345.44	33.35	2.43	4,201.72
<u>SHERIFF'S RESERVE FUND - 1.28</u>																			

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2017-18**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>Search and Rescue</i>																			
421.21	County Sheriff	John Ward	EO	10%		EO		631.33		631.33	100.00		0.87	48.30	PERS	-	13.32	0.49	794.30
421.21	Captain	Mick Espinoza	F	25%		E15	E	1,578.00	-	1,578.00	250.00	-	2.16	120.72	PERS	350.79	33.28	1.21	2,336.17
421.21	Sergeant II	Ted Heath	F	15%	TMSTR	S18	F	871.50	-	871.50	163.41	7.50	1.30	66.67	PERS	-	18.38	0.73	1,129.48
<i>Marine Patrol</i>																			
421.23	Sergeant II	Ted Heath	F	85%	TMSTR	S18	F	4,938.50	-	4,938.50	999.20	42.50	7.35	377.80	PERS	-	104.56	4.13	6,474.03
421.23	Marine Deputy III	Walter Scherbarth	F	100%	TMSTR	S3	F	4,884.00	193.42	5,077.42	1,175.53	50.00	8.65	388.42	PERS	1,128.71	107.50	4.85	7,941.09
<i>Forest Patrol</i>																			
421.24	Forest Patrol Deputy	Jared Gray	F	100%	TMSTR	S2	F	4,653.00	95.64	4,748.64	1,175.53	50.00	8.65	363.27	OPSRP	758.83	100.16	4.85	7,209.94
<i>Adult Parole and Probation</i>																			
423.50	County Sheriff	John Ward	EO	10%		EO		631.33		631.33	100.00		0.87	48.30	PERS	140.35	13.32	0.49	934.64
423.50	Captain	Mick Espinoza	F	15%		E15	E	946.80	-	946.80	150.00	-	0.95	72.43	PERS	210.47	19.97	4.85	1,405.47
423.50	Sergeant II	David Denney	F	100%	TMSTR	S18	F	5,810.00	135.40	5,945.40	1,175.53	50.00	6.30	454.82	PERS	1,321.66	125.41	4.85	9,083.98
423.50	Adult Parole & Probation Officer III	Mike Lang	F	100%	TMSTR	S26	F	4,942.00	135.40	5,077.40	1,175.53	50.00	8.65	388.42	PERS	1,128.71	107.10	4.85	7,940.66
423.50	Adult Parole & Probation Officer I	Vicki Scott	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,175.53	50.00	6.30	347.18	OPSRP	1,008.87	95.73	4.85	7,226.79
423.50	Adult Parole & Probation Officer I	Dona Dotson	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,175.53	50.00	6.30	347.18	PERS	1,008.87	95.73	4.85	7,226.79
<u>COUNTY PARKS FUND - 1.40</u>																			
452.50	Juvenile Director	Jay Trost	F	20%		E14	F	1,252.20	-	1,252.20	200.00		1.31	95.79	OPSRP	140.37	26.41	0.97	1,717.06
452.50	Administrative Assistant	Summer Matteson-Kinney	F	20%	SEIU	U8	C	727.20	-	727.20	220.00		0.84	55.63	OPSRP	81.52	0.75	0.97	1,086.91
452.50	Parks/Community Service Coordinator	open position	F	85%	SEIU	U8	A.5	2,873.85	-	2,873.85	935.00		3.57	219.85	OPSRP	322.16	60.62	4.13	4,419.17
<u>VICTIMS' ASSISTANCE FUND - 2.12</u>																			
<i>Unitary Assessment</i>																			
412.30	Victims' Assist Program Advocate	Christine Mather	F	34%	SEIU	U8	A	1,176.74		1,176.74	374.00		2.23	90.02	OPSRP	131.91	1.21	1.55	1,777.66
412.30	Victim Advocate	Jean Campbell	IRR	33%				14.50		331.76				25.38	OPSRP	37.19	0.34	0.64	395.31
<i>VOCA Basic</i>																			
412.31	Victims' Assist Program Advocate	Christine Mather	F	66%	SEIU	U8	A	2,284.26		2,284.26	726.00		4.32	174.75	OPSRP	256.07	2.35	3.00	3,450.74
412.31	Victim Advocate	Jean Campbell	IRR	67%				14.50		673.57				51.53	OPSRP	149.74	0.69	1.30	876.83
<u>CHILD ADVOCACY FUND - 2.13</u>																			
412.50	Coordinator/Director/Interviewer	Jackie Antunes		.60 FTE	50%	SEIU	U8	A	1,038.30	1,038.30	330.00		3.28	79.43	OPSRP	116.39	1.07	1.46	1,569.92
<u>COUNTY FAIR FUND - 2.14</u>																			
<i>Administration</i>																			
451.40	Event Center Manager	Ron Crook	IRR	50%				21.56		898.33				68.72			17.25	1.17	985.47
451.40	Office Assistant	Nikki Sparks	IRR	100%				15.00		1,250.00				95.63	OPSRP	140.13	1.28	2.33	1,489.37
451.40	Maintenance	Jeffrey Clarno	IRR	100%				12.00		1,000.00				76.50	PERS	222.30	19.20	2.33	1,320.33
451.40	Maintenance	Zachary Willms	IRR	100%				10.00		416.67				31.88			8.00	1.17	457.71
451.40	Maintenance	Paul Giovannetti	IRR	100%				10.00		833.33				63.75	PERS	185.25	16.00	2.33	1,100.66
451.40	Maintenance	Gary Hoenie	IRR	100%				10.00		416.67				31.88			8.00	1.17	457.71
<i>Fair Operations</i>																			
451.41	Event Center Manager	Ron Crook	IRR	50%				21.56		898.33				68.72			17.25	1.17	985.47
451.41	Irregular Employee	Mureen Walker	IRR	100%				10.64		709.33				54.26	OPSRP	79.52	0.73	1.87	845.71
<u>PUBLIC SERVICES FUND - 2.17</u>																			

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2017-18**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>Building</i>																			
424.20	Community Development Director	Carolyn Johnson	F	25%		E15	D.5	1,540.75	-	1,540.75	250.00		1.64	117.87	OPSRP	172.72	16.68	1.21	2,100.86
424.20	Building Official	John Pospishil	F	100%		E11	F	5,214.00	-	5,214.00	1,000.00		6.55	398.87	OPSRP	584.49	56.84	4.85	7,265.61
424.20	Administrative Assistant	Shellie Creighton	F	100%		U7	B	3,245.00	-	3,245.00	1,100.00		4.20	248.24	OPSRP	363.76	3.33	4.55	4,969.09
424.20	Planner	Nancy Chester	F	10%	SEIU	U7	D.5	332.70	7.36	340.06	110.00		0.66	26.01	OPSRP	38.12	0.35	0.46	515.65
424.20	Plumbing Inspector	Hank Eckardt	IRR					50.00		2,500.00	-		-	191.25		-	27.26	1.40	2,719.91
424.20	Building Inspector IV	Dave Bassett	IRR					35.00		1,750.00	-		-	133.88		-	19.08	1.40	1,904.35
424.20	Building Inspector IV	Dan Sigvartsen	IRR					35.00		1,750.00	-		-	133.88		-	19.08	1.40	1,904.35
<u>ADMINISTRATIVE SERVICES FUND - 2.20</u>																			
<i>BOC Office</i>																			
411.10	County Administrator	open position	F	100%		E19	B	6,675.00	-	6,675.00	1,000.00		6.55	510.64	OPSRP	748.27	6.86	4.85	8,952.16
411.10	Administrative Assistant	John Jezuit	F	100%		N8	A	3,202.00	-	3,202.00	1,000.00		6.55	244.95	OPSRP	358.94	3.29	4.85	4,820.59
<i>Accounting</i>																			
415.12	County Accountant	open position	F	100%		E13	D.5	5,479.00	-	5,479.00	1,000.00		6.55	419.14	PERS	1,217.98	5.63	4.85	8,133.16
415.12	Sr. Accounting Clerk	Cena Crook	F	100%	SEIU	U8	B	3,245.00	48.67	3,293.67	1,100.00		4.20	251.97	OPSRP	369.22	3.38	4.55	5,026.99
<i>County Counsel</i>																			
415.30	County Legal Counsel	John Huttli	F	86%		E17	F+	6,645.22	-	6,645.22	860.00		3.61	508.36	PERS	1,477.23	6.82	4.17	9,505.42
415.30	Legal Assistant	Brenda Starbird	F	100%		N8	E.5	3,988.00	-	3,988.00	1,000.00		6.55	305.08	PERS	886.53	4.10	4.55	6,194.81
<i>Payroll and Personnel</i>																			
412.50	Payroll & Personnel Coordinator	Julie Swift	F	100%		N9	F	4,224.00	121.62	4,345.62	1,000.00		6.55	332.44	PERS	966.03	4.46	4.55	6,659.65
<i>Occupancy - Central</i>																			
419.41	Facilities Director	Eric Hanson	F	50%		E11	A	2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	232.27	47.63	2.43	3,016.13
419.41	Facilities Maintenance Worker	Tad Ringulet	F	15%	SEIU	U6	B.5	438.15		438.15	165.00		0.98	33.52	OPSRP	49.12	10.07	0.73	697.57
419.41	Custodian	Terry Williams	.45 FTE	100%	SEIU	U5	B	1,163.25		1,163.25	-			88.99	OPSRP	130.40	26.74	2.18	1,411.56
<u>BUILDING REPAIR AND CONSTRUCTION PROJECTS FUND - 2.33</u>																			
419.40	Facilities Director	Eric Hanson	F	50%		E11	A	2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	232.27	47.63	2.43	3,016.13
419.40	Facilities Maintenance Worker	Tad Ringulet	F	35%	SEIU	U6	B.5	1,022.35		1,022.35	385.00		2.29	78.21	OPSRP	114.61	23.50	1.70	1,627.66

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

**IN THE MATTER OF AMENDMENTS TO)
MASTER PAYROLL ORDER APPROVED)
FOR CURRY COUNTY PERSONNEL FOR) ORDER: _____
FISCAL YEAR 2017-2018)**

WHEREAS, the Board of Commissioners for Curry County, a political subdivision of the State of Oregon, did approve the Master Payroll for Curry County personnel on July 5, 2017; and

WHEREAS, the SEIU contract was ratified by the Union and approved by a majority of the Board of Commissioners on September 6, 2017.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. THAT THE FOLLOWING AMENDMENTS BE MADE TO ORDER NO. 20422:

- (a) Employees represented by SEIU shall receive an increase of two half steps (5%) effective July 1, 2017; and
- (b) For the period of July 1, 2017, to June 30, 2018, Curry County shall contribute up to \$1100 per employee per month toward the purchase of medical, dental and vision insurance for all SEIU represented employees. The County shall continue to pay a portion of the cost of employee and dependent health insurance premium for those employees working half-time (.50 FTE) or more. This benefit will be paid on a pro-rata basis.
- (c) Exhibit A has been amended to reflect these changes and is attached hereto for reference.

DATED this ____ day of September, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Reviewed as to Form:

Thomas Huxley, Chair

John Huttli
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

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

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

AGENDA ITEM TITLE: IGA w Oregon Youth Authority for Transportation and Clerical services

AGENDA DATE^a: 9/20/17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 5 min

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

CONTACT PERSON: Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 9/13/17

BRIEF BACKGROUND OR NOTE^b: 2017-2019 IGA with OYA for Curry Juvenile Department for reimbursement for transportation and clerical services.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

(1)State of Oregon IGA for transportation and clerical services

(2)Document return statement

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

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Teri Bledsoe

Send Printed Copy to:

Address: 530 Center St. NE, Suite 500

Email a Digital Copy to:

City/State/Zip: Salem, Oregon 97301

Other

Phone: 503-373-2358

Due date to send: 6 /25 / 17

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No

Comment:

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

Comment:

3. If job description, Salary Committee reviewed: Yes No N/A

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No

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

INTERGOVERNMENTAL AGREEMENT

Agreement No. 13735

Clerical Services/Youth Transport

This Agreement is between the State of Oregon acting by and through its **Oregon Youth Authority** (“Agency” or “OYA”) and **Curry County** (“Local Government”), each a “Party” and, together, the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

OYA strives to protect the public and reduce crime by holding youth accountable and providing opportunity for reformation in a safe environment. When a youth is placed in the community, the Juvenile Parole and Probation Officer (JPPO) defines the parameters of the youth’s behavior and assist the youth in making positive choices. All Oregon counties provide parole and probation services through JPPOs who have regular phone and in-person contact with youth placed in a variety of community settings.

OYA Curry County Parole and Probation provides field supervision for adjudicated youth in Curry County in conjunction with the Curry County Juvenile Department. OYA leases office space from the Curry County Juvenile Department. Due to support staff being located in the OYA Coos County Parole and Probation office, there is the need for clerical support services on-site at the Curry County Parole and Probation office.

Curry County Juvenile Department will transport OYA youth after hours or when there is an emergent issue and OYA field staff are unavailable.

Curry County will provide on-site clerical support services for one OYA employee and the use of necessary office equipment and supplies.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on October 1, 2017, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on June 30, 2019, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

James Kramer
530 Center Street NE, Suite 500
Salem, Oregon 97301
Fax: 503-373-7921
Office: 503-378-3992
jim.kramer@oya.state.or.us

4.2 Local Government's Authorized Representative is:

Curry County
29821 Ellensburg Avenue, PO Box 746
Gold Beach, Oregon 97444
Office: 541-247-3302
trostj@co.curry.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall transport OYA youth to Douglas County Detention when there is an emergent need and no OYA field staff are available with prior authorization by OYA Community Services Manager or Field Services Supervisor.

5.2 Local Government shall send an email confirming transport has occurred. The detention facility confirms youth were lodged and notifies OYA youth's parole and probation officer via email.

5.3 Local Government shall provide up to two hours a week of clerical support for one OYA employee. Clerical support shall include, but not be limited to, the following services:

- Office reception services
- Process court documents, such as petitions
- Complete JJIS entries
- Provide immediate clerical support services

5.4 Local Government shall provide the use of office equipment and supplies to include fax machine, copy machine, postage, and miscellaneous operating costs.

5.5 Agency will pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 Agency agrees to pay Local Government **\$40.00** per hour for clerical services and **\$30.00** per hour for transportation, along with mileage at the prevailing state rate as of the date Local Government incurs the travel, and not to exceed **\$4,500.00** for the term of this Agreement for completing all services required of Local Government under this Agreement.

6.2 Local Government shall document clerical services on a service log and send to OYA Community Services Manager or Field Services Supervisor bi-monthly.

6.3 Local Government shall submit invoices to Agency on a quarterly basis or as requested by OYA. Payment will be made upon Agency's approval of invoices submitted for work completed by Local Government.

6.4 Mileage may be reimbursed at the prevailing state rate as of the date Local Government incurs the travel. The current reimbursement rate is available at:

<http://www.gsa.gov/portal/content/100715>

Local Government shall submit a request for reimbursement on an OYA approved form, YA 2228C (Exhibit B, example only), Travel Expense Sheet for Contractors and Volunteers, available at: <http://www.oregon.gov/oya/Pages/contracts.aspx>.

In the event Local Government is requesting travel reimbursement, Local Government must submit form YA 2228C with the quarterly invoice described in this section and must include the specific dates and JJIS number of the youth served.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade, or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in

a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1** "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
 - 9.1.2** "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.
 - 9.1.3** "Work Product" means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications.

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

If the Work Product created by Local Government under this Agreement is a

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

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

SECTION 10: CONTRIBUTION

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

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

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

SECTION 11: LOCAL GOVERNMENT DEFAULT

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

- 11.1** Local Government fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 11.2** Any representation, warranty, or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against

Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

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

SECTION 13: REMEDIES

13.1 In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

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

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES

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

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
- 16.2.1** Upon 30 days advance written notice to Local Government;
 - 16.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Local Government may terminate this Agreement as follows:
- 16.3.1** Upon 30 days advance written notice to Agency;
 - 16.3.2** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.3** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
 - 16.3.4** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.5** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs

otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. Upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

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

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

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

SECTION 21: SURVIVAL

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

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will

be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

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

SECTION 27: FORCE MAJEURE

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

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement.

Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

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

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

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

SECTION 33: HEADINGS

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

SECTION 34: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Insurance), and Exhibit B (Travel Expense Sheet for Contractors and Volunteers).

SECTION 35: SIGNATURES

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

I hereby certify and affirm I am eligible and authorized to sign this Amendment on behalf of the Local Government.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

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

By: _____ Date: _____
Amber Forster, Designated Procurement Officer

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

Facsimile: 503-373-7921

Approved by **Department of Administrative Services** (Required for non-client services if total amount owing under the Contract exceeds \$150,000):

By: _____ N/A _____ Date: _____
Personal Services Contracts Section

Reviewed and Approved by **Contract Administrator:**

By: Jim Kramer approved via email Date: 9/12/17
Authorized Signature

Approved as to Legal Sufficiency by the **Attorney General's Office** (Required if total amount owing under the Contract, including amendments, exceeds \$150,000):

By: Exempt per OAR 137-045-0010(210) Date: _____
Assistant Attorney General

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

EXHIBIT A

INSURANCE

WORKERS COMPENSATION

All employers, including Local Government, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Local Government shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY

Required by Agency Not required by Agency

COMMERCIAL GENERAL LIABILITY

Required by Agency Not required by Agency

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000.00** per occurrence. Annual aggregate limit shall not be less than **\$1,000,000.00**.

AUTOMOBILE LIABILITY INSURANCE

Required by Agency Not required by Agency

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$1,000,000.00** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

ADDITIONAL INSURED

The commercial general liability insurance required under this Agreement shall include State, and its agencies, departments, divisions, commissions, branches, officers and employees as Additional Insureds with respect to Local Government's performance obligations under this Agreement. Local Government shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required liability insurance is on a "claims made" basis, Local Government shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Local Government's completion of all Services and Agency's acceptance of all Services required under this Agreement, or (iii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Local Government elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Local Government shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Local Government shall provide to Agency, upon Agency's request, certification of the coverage required under this Exhibit A.

CERTIFICATE(S) OF INSURANCE

Local Government shall provide to Agency Certificate(s) of Insurance for the insurance required in Exhibit A, including insurance renewal certificates, to OYA Contracts Unit, 530 Center Street, Suite 500, Salem, OR 97301 or emailed to OYA.Contracts@oya.state.or.us before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Local Government shall pay for all deductibles, self-insured retention, and self-insurance, if any. **The Local Government shall immediately notify the Oregon Youth Authority of any change in insurance coverage.**

EXHIBIT B

YA2228-C TRAVEL EXPENSE SHEET

Example only – Please access form at: <http://www.oregon.gov/oia/Pages/contracts.aspx>



YA2228-C TRAVEL EXPENSE SHEET
For Contractors and Volunteers

Reference Number
TC
TV
Contract#
Date

Date	Name of Payee:	Traveler's Home Address: (no PO Box please)							
Please do not include any personal miles incurred while conducting business for OYA.									
		Vendor/Tax ID #:							
Mileage Reimbursement and Reason For Travel									
DATE	Rate	Business Destination and Reason for Travel (i.e. name of meeting, type of training, etc.)	Training Y/N		1 way or 2?	Route for Private Car Mileage (From Location to Location)	Mileage		Subtotal Mileage Cost
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
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									\$ -
									\$ -
									\$ -
									\$ -
Total:							-		\$ -

For Accounting Use Only:
 If claim is for a Volunteer travel reimbursement, approval letter received from program office? Yes No
 If "Yes", date of approval letter? _____

Form revised 1/2017 KD

Traveler: _____

Meal & Lodging Expense (Conference/Meeting - Attach copy of registration and agenda)												
Date	1st Day Time of Depart	Final Day Time of Return	Meal Per Diem Calculation						*Receipt Required		Total I. + II. + III.	
			Meals and Lodging Location/ Expense Description	County	Per Diem	% of Per Diem	Meals Provided	I. Reimbursable Meal Cost	II.* Lodging & Tax	III.* Misc. Expenses		
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
											\$ -	
*Misc. Expenses: Receipts REQUIRED for personal phone calls, each purchase exceeding \$25.00, and all non-travel expenses.								Total:	-	-	-	\$ -
Subtotal Youth Meals, (Receipt Required):												
Travel Awards: <input type="checkbox"/> I did not/will not accept travel awards as a result of, or associated with, this state business trip. Completion of this block is mandatory (see drop down box). Travel expense reimbursement claims will not be processed if this block is left blank. Travel awards include, but may not be limited to, airline frequent flyer miles and hotel or car rental frequent customer awards or miles.								Travel Summary: Mileage (Page 1): \$ - Meals: \$ - Lodging & Tax \$ - Misc. Expenses: \$ - Meals and Lodging, Subtotal: \$ - TOTAL \$ -				
I certify this claim is true and correct, no part has been previously claimed or will be claimed from any other source, and the transportation method reflected in this claim is the most advantageous method to the state: _____ Payee Signature/Date						I approve this request and certify funds for payment of this claim are available in the approved budget for the period covered and have been allotted for expenditure and the transportation method reflected in this claim is the most advantageous method to the state: _____ Authorizing Supervisor Signature/Date						
Requesting Office Coding Information												
T-Code	Index	PCA	AY	AOBJ	Amount	Youth JJS # (Include Leading Zeros)	Audited by:					
							Parole#	Probation#				



Oregon

Kate Brown, Governor

**Oregon Youth Authority
Budget & Contracts Office**

530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7341
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

September 12, 2017

Re: Intergovernmental Agreement #13735 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page – Section 35 of the Agreement
- Certificate of Insurance (See Exhibit A of the Agreement)

If you have any questions or concerns with the above referenced Agreement, please feel free to contact Teri Bledsoe, Contract Specialist, at 503-373-2358.

Please complete the below:

I _____,
(Name) (Title)

received a copy of the above referenced Agreement, consisting of 13 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Curry County** by email from OYA Contracts Unit on Tuesday, September 19, 2017.

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

(Curry County's Authorized Signature)

(Date)

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

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

AGENDA ITEM TITLE: CCJD presentation on Summer programs

AGENDA DATE^a: 9/20/17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 10 min

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

CONTACT PERSON: Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 9/13/17

BRIEF BACKGROUND OR NOTE^b: a video presentation to the BOC on our summer prevention programs

^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: 6 /25 / 17

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Staff Report

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

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

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

AGENDA ITEM TITLE: Order Authorizing an irregular employee in the Community Development Department.

AGENDA DATE^a: 09.20.2017 **DEPARTMENT:** Community Development **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: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY’S DATE:** 09.12.2017

BRIEF BACKGROUND OR NOTE^b: Administrative help is needed in the Community Development Department. Additional information is provided in the attached staff report.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

- (1)staff report
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Carolyn Johnson

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 3228

Due date to send: 09 /21 / 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: Adminstrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Authorizes additional irregular staff in Community Development

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

EXHIBIT "A"

EXAMPLES OF DUTIES FOR THE PART TIME IRREGULAR POSITION IN THE COMMUNITY DEVELOPMENT DEPARTMENT

1. Screens telephone calls and visitors by asking questions to determine needs or purpose of inquiry or visit, then providing appropriate assistance.
2. Provides assistance to the general public in researching older permits issued in Curry County; completing and processing applications and forms required for new permits for the Building and Land Use Planning Departments
3. Issues building permit numbers and enter data into the department's state e-permitting system; takes building inspection requests from the public and schedules inspections for the various building inspectors.
4. Researches, prepares, and composes letters, reports, notifications, documents, memos, and other materials of an important or confidential nature on own initiative or from brief instructions or notes.
5. Prepares claims for accounts payable. Performs general secretarial and clerical work such as typing, filing, scheduling appointments and routing mail. Distributes payroll/time sheets; keeps track of sick leave and vacation time for employees.
6. Schedules appointments for department head; arranges and coordinates meetings, reservations and travel. Keeps those served informed of itineraries and appointments.
7. Conducts studies for the department head and other staff that involves collection of detailed data, interpretation of reported data and preparation of reports summarizing the data.
8. Responsible for monitoring expenditures to assure compliance with budgeted funds. Maintains office inventory and purchases office supplies and equipment as necessary, and plans for needs for the following year.
9. Accounts for all fees for the Community Development Department, keeps records balanced and money property distributed. Does all deposits, reports and pays monthly building surcharge fees.
10. Independently responds to correspondence, and handles complaints and adjustments of non-routine natures. Explains departmental policies and procedures to both the public and other employees.
11. Other similar duties as assigned.

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

**IN THE MATTER OF THE HIRING OF)
AN IRREGULAR EMPLOYEE)
FOR THE COMMUNITY DEVELOPMENT)
DEPARTMENT)**

ORDER NO: _____

WHEREAS, the Community Development Director has requested that a part-time irregular position be authorized to support the Department by handling administrative tasks; and

WHEREAS, the County Administrator recommends the Board support the Community Development Director's request; and

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, concurs with the above stated recommendation.

NOW, THEREFORE, THE BOARD HEREBY ORDERS AND AUTHORIZES the Community Development Department to hire a part-time irregular support staff position based on the following findings:

- A. Board authorization is required for hiring of personnel during the current hiring freeze.
- B. The support staff for one position irregular position is required to:
 - 1) meet the increased work load related to building and development permit applications and
 - 2) provide the Department with the means to provide needed customer service to the public and facilitate the Department's administrative task needs, examples of duties attached as Exhibit "A".
- C. The irregular position will be funded by Building Permit fees and the hiring of the irregular position will not impact the General fund.

Dated this 20th day of September, 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 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: Agreement to transfer real property between Curry County and Curry Community Health (CCH)

AGENDA DATE^a: 09/20/2017 **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: J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 09/13/2017

BRIEF BACKGROUND OR NOTE^b: On September 6, 2013, the Board directed staff to work with CCH and bring back an agreement for the transfer of the CCH property located at 517 Railroad Street Brookings to Curry County in exchange for County property located at 1403 Oregon Street Port Orford. Attached is the agreement and deeds to carry out Board direction.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)Property Transfer Agreement
- (2)Deeds

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Originals to CCH for recording; copies to file

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) Reminder: To record the deeds it will be \$57 for the first and \$5 for each additional page. Per discuss with John Hutt and Shelley Denney deed from CCH To CC needs ORS 93.808 requirement.

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) Exchange of real property without reservation

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

Memo for Meeting Agenda
September 20, 2017
Agenda Item # 6C

To: Board of Commissioners

Fm: Interim County Administrator

Presenter: County Council

Background: At the September 6, 2017, Board meeting Curry County Health CEO, Ken Dukek, proposed a property transfer. CCH owns 517 Railroad Street in Brookings and leases county owned property at 1403 Oregon Street Port Orford. At that meeting the Board directed staff to prepare the documents necessary for the Board to effect this transfer, should you approve. These documents including a mutual disposition agreement and warranty deeds are part of your agenda packet.

Discussion: The Railroad property in Brookings, formerly used by CCH, was granted to them by the county in 2012. CCH has since occupied another facility in Brookings, but also desired to provide a facility in Port Orford. They have been renting a county building at 1403 Oregon Street Port Orford, for \$1000/month.

Please note the estimated Real Market Value (RMV) is substantially higher for the Brookings property than that of the Port Orford property. These evaluations are likely based on the fact that 517 Railroad is substantially larger than the Port Orford building. In addition the County Veteran's department, South Coast Development Council, and perhaps others have expressed an interest in the Brookings building.

While no formal appraisal on either property has been performed, my personal inspection does tend to support the Assessor's evaluation.

Options:

1. Approve the property transfer exchange with a delayed effective date while reserving a window of time for a personal inspection by the Commissioners (or a professional inspection) and completion of a title search. Should the Board then wish to revisit or suspend the transfer during the time window, they could do so.
2. Approve the exchange outright, effective as soon as the transfer documents can be signed and recorded.
3. Disapprove the exchange and take no further action. Due to the reversionary clause on the original grant deed, the Brookings property could, eventually come back to the County.
4. Defer action on the exchange until the buildings have been inspected (either formally or informally) and a title search completed.

Recommendation: Option 2 Curry County Health is seeking quick action on this proposal in order to suspend their lease payments and begin desired improvements to the building in Port Orford.

PROPERTY CONVEYANCE AGREEMENT

THIS PROPERTY CONVEYANCE AGREEMENT is entered into this ____ day of September, 2017, by and between Curry County (“County”), and Curry Community Health, Inc. (“Curry Community Health”).

RECITALS

A. WHEREAS COUNTY falls under the legal definition of a “political subdivision” under ORS 271.005.

B. WHEREAS CURRY COMMUNITY HEALTH falls under the legal definition of a “qualifying nonprofit corporation” under ORS 271.330.

C. WHEREAS CURRY COMMUNITY HEALTH owns certain real, personal, and intangible property commonly known as the “Railroad Property” located at 517 Railroad Street in Brookings, Curry County, Oregon, as more particularly described in Exhibit A below.

D. WHEREAS COUNTY desires to acquire the Railroad Property from Curry Community Health, and Curry Community Health is willing to convey the Railroad Property to County, on and subject to the terms of this agreement (the “Agreement”).

E. WHEREAS COUNTY owns certain real, personal, and intangible property commonly known as the “Port Orford Property,” located at 1403 Oregon Street in Port Orford, Curry County, Oregon, as more particularly described in Exhibit B below.

F. WHEREAS CURRY COMMUNITY HEALTH desires to acquire the Port Orford Property from County, and County is willing to convey the Port Orford Property to Curry Community Health, on and subject to the terms of the Agreement.

G. WHEREAS ORS 271.330 allows COUNTY to relinquish title to the Port Orford Property to CURRY COMMUNITY HEALTH, for the purpose of providing social services, and it is in the public’s interest to do so.

AGREEMENT

1. CONVEYANCE.

A. Railroad Property. Curry Community Health agrees to convey the Railroad Property to County, and County agrees to accept the Railroad Property from Curry Community Health, on the terms and conditions set forth in this Agreement. The Railroad Property consists of:

- i. The land described in Exhibit A attached hereto (the “Railroad Land”) and all easements, rights, and interests appurtenant thereto;
- ii. All of the improvements currently situated on the Railroad Land (the “Railroad Improvements”); and
- iii. All of Curry Community Health’s rights (if any) in all of the following intangible property now or hereafter existing with respect to the Property (the “Railroad Intangible Property”):
 - a. All leases, licenses, and other agreements to occupy all or any part of the Railroad Land or Railroad Improvements together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits, and other sums due, accrued, or to become due thereunder, and all guaranties by third parties of any tenant’s obligations under those leases, licenses, and other agreements;
 - b. All plans and specifications, all building permits and other permits pertaining to the construction of the Railroad Improvements and all warranties, guaranties, and sureties now or hereafter received in connection with the construction of or equipment on the Railroad Improvements;
 - c. All licenses, permits, approvals, certificates of occupancy, and franchises relating to the zoning, land use, ownership, operation, occupancy, construction, or maintenance of the Railroad Improvements; and
 - d. All service and maintenance contracts and equipment leases in connection with or used by Curry Community Health in the operation of the Railroad Improvements.

B. Port Orford Property. County agrees to convey the Port Orford Property to Curry Community Health, and Curry Community Health agrees to accept the Port Orford Property from County, on the terms and conditions set forth in this Agreement. The Port Orford Property consists of:

- i. The land described in Exhibit B attached hereto (the “Port Orford Land”) and all easements, rights, and interests appurtenant thereto;
- ii. All of the improvements currently situated on the Port Orford Land (the “Port Orford Improvements”); and

iii. All of County's rights (if any) in all of the following intangible property now or hereafter existing with respect to the Property (the "Port Orford Intangible Property"):

- a. All leases, licenses, and other agreements to occupy all or any part of the Port Orford Land or Port Orford Improvements together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits, and other sums due, accrued, or to become due thereunder, and all guaranties by third parties of any tenant's obligations under those leases, licenses, and other agreements;
- b. All plans and specifications, all building permits and other permits pertaining to the construction of the Port Orford Improvements and all warranties, guaranties, and sureties now or hereafter received in connection with the construction of or equipment on the Improvements;
- c. All licenses, permits, approvals, certificates of occupancy, and franchises relating to the zoning, land use, ownership, operation, occupancy, construction, or maintenance of the Port Orford Improvements; and
- d. All service and maintenance contracts and equipment leases in connection with or used by County in the operation of the Port Orford Improvements.

2. CONSIDERATION

The consideration for Curry Community Health's conveyance of the Railroad Property to County is the County's simultaneous conveyance of the Port Orford Property to Curry Community Health. The consideration for County's conveyance of the Port Orford Property to Curry Community Health is Curry Community Health's simultaneous conveyance of the Railroad Property to the County. The amount of money to be exchanged between the parties under this Agreement is \$0.00.

3. INSPECTION CONTINGENCY.

A. Inspection Rights.

i. County has until midnight at the end of the September 26, 2017, following the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the

Railroad Property, including, without limitation, the physical condition thereof; the insurance policies, contracts, leases, and all other financial aspects of the Railroad Property; the availability of any governmental permits and approvals; and the feasibility of using the Railroad Property for County's intended use. County has the right to perform any tests, inspections, and feasibility studies on the Railroad Property as County may deem necessary. Curry Community Health will permit and, to the extent reasonably required by County, will assist County in providing access to Curry Community Health's architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with County's review of the Railroad Property. For any portion of the Railroad Improvements that is occupied by a tenant, County will make appropriate arrangements with Curry Community Health as to the time and duration of County's inspections and County will take all reasonable steps to protect tenants' property and to avoid disturbing tenants.

ii. Curry Community Health has until midnight at the end of the September 26, 2017, following the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the Port Orford Property, including, without limitation, the physical condition thereof; the insurance policies, contracts, leases, and all other financial aspects of the Port Orford Property; the availability of any governmental permits and approvals; and the feasibility of using the Port Orford Property for Curry Community Health's intended use. Curry Community Health has the right to perform any tests, inspections, and feasibility studies on the Port Orford Property as Curry Community Health may deem necessary. County will permit and, to the extent reasonably required by Curry Community Health, will assist Curry Community Health in providing access to County's architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with Curry Community Health's review of the Port Orford Property. For any portion of the Port Orford Improvements that is occupied by a tenant, Curry Community Health will make appropriate arrangements with County as to the time and duration of Curry Community Health's inspections and Curry Community Health will take all reasonable steps to protect tenants' property and to avoid disturbing tenants.

B. Inspection Expenses. All costs and expenses of all of tests, inspections, and studies regarding the Railroad Property will be paid by County when due, regardless of whether this transaction closes. All costs and expenses of all of tests, inspections, and studies regarding the Port Orford Property will be paid by Curry Community Health when due, regardless of whether this transaction closes.

C. Inspection Indemnity. County will indemnify, defend, and hold harmless Curry Community Health from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities permitted by this Agreement on or about the Railroad Property by County or any agent, employee, contractor, or invitee of County.

Unless arising from or related to County's current duties as Landlord of the Port Orford Property, Curry Community Health will indemnify, defend, and hold harmless County from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities permitted by this Agreement and performed on or about the Port Orford Property by Curry Community Health or any agent, employee, contractor, or invitee of Curry Community Health.

4. CURRY COMMUNITY HEALTH'S REPRESENTATIONS.

A. Curry Community Health's Existence and Authority. Curry Community Health is a validly existing nonprofit corporation duly organized under the laws of the State of Oregon. Curry Community Health has the full right and authority to conduct its business under the laws of the State of Oregon.

B. Content of Representations. Curry Community Health represents, warrants, and covenants to County as follows:

i. *No Notice of Violation of Zoning and Other Laws*. Curry Community Health has not received any written notice from any governmental authority alleging that the Railroad Improvements violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

ii. *No Litigation*. To Curry Community Health's knowledge, there is no pending or threatened litigation or administrative action with respect to the Railroad Property.

iii. *No Condemnation*. To Curry Community Health's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Railroad Property or any portion thereof.

iv. *No Additional Assessments*. To Curry Community Health's knowledge, there are no special or general assessments that have been levied against or are proposed for the Railroad Property.

v. *No Government Obligations.* To Curry Community Health's knowledge, there are no unperformed obligations that are currently due relative to the Railroad Property to any governmental or quasi-governmental body or authority.

vi. *No Contamination by Curry Community Health.* To Curry Community Health's knowledge, Curry Community Health has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Railroad Land or Railroad Improvements in violation of any applicable law prior to or during the period in which the Curry Community Health has owned the Railroad Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

vii. *Authority of Curry Community Health.* Curry Community Health's execution, delivery of, and performance under this Agreement are undertaken pursuant to authority validly and duly conferred on Curry Community Health and the signatories hereto.

viii. *No Breach of Agreements.* This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Curry Community Health is a party.

ix. *Nonforeign Status.* Curry Community Health is not a "foreign person" as defined in IRC section 1445 (1954).

C. Curry Community Health's Knowledge. In each event in which any representation of Curry Community Health is limited "to Curry Community Health's knowledge" or similar phrase, that knowledge includes only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of Curry Community Health, without any investigation or inquiry whatsoever.

D. Effect of County's Knowledge. County agrees that in the absence of an intent on the part of Curry Community Health to fraudulently conceal information about the Railroad Property or fraudulently mislead County, County does not have the right to rely upon any warranty or representation of Curry Community Health, and Curry Community Health will not be liable for any breach of a warranty or misrepresentation, if and to the extent County is given access to data or information relating to the Railroad Property prior to the Closing Date that reveals, or County's tests or inspections prior to the Closing Date reveal, or County otherwise knows or has

reason to know prior to the Closing Date of any information that reveals, the warranty or representation is incorrect, and County nevertheless elects to close this purchase.

E. Survival of Warranties. All of Curry Community Health's warranties in this Agreement will be deemed given only as of the date of this Agreement. Curry Community Health's liability for any misrepresentation or the breach of any warranty under this Agreement will survive the closing of this transaction; provided, however, that any claim for any misrepresentation or breach of any covenant will be deemed to have been waived unless County files and serves a complaint for damages or other remedies based on such alleged misrepresentation or breach within 12 months after the Closing Date or, if this transaction fails to close, within 12 months after the date this Agreement is canceled or terminates.

F. No Pending Bankruptcy, Insolvency, Receivership, or Foreclosure Proceedings. No petitions in bankruptcy have been filed by or against Curry Community Health; and none of Curry Community Health's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

G. No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which Curry Community Health is a party.

5. COUNTY'S REPRESENTATIONS.

A. Content of Representations. County represents, warrants, and covenants to Curry Community Health as follows:

B. County's Existence and Authority. County is a validly existing and duly organized political subdivision under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the State of Oregon.

i. *No Notice of Violation of Zoning and Other Laws*. County has not received any written notice from any governmental authority alleging that the Port Orford Improvements violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

ii. *No Litigation*. To County's knowledge, there is no pending or threatened litigation or administrative action with respect to the Port Orford Property.

iii. *No Condemnation*. To County's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Port Orford Property or any portion thereof.

iv. *No Additional Assessments.* To County's knowledge, there are no special or general assessments that have been levied against or are proposed for the Port Orford Property.

v. *No Government Obligations.* To County's knowledge, there are no unperformed obligations that are currently due relative to the Port Orford Property to any governmental or quasi-governmental body or authority.

vi. *No Contamination by County.* To County's knowledge, County has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Port Orford Land or Port Orford Improvements in violation of any applicable law prior to or during the period in which the County has owned the Port Orford Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

vii. *Authority of County.* County's execution, delivery of, and performance under this Agreement are undertaken pursuant to authority validly and duly conferred on County and the signatories hereto.

viii. *No Breach of Agreements.* This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which County is a party.

ix. *Nonforeign Status.* County is not a "foreign person" as defined in IRC section 1445 (1954).

C. County's Knowledge. In each event in which any representation of County is limited "to County's knowledge" or similar phrase, that knowledge includes only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of County, without any investigation or inquiry whatsoever.

D. Effect of Curry Community Health's Knowledge. Curry Community Health agrees that in the absence of an intent on the part of County to fraudulently conceal information about the Port Orford Property or fraudulently mislead Curry Community Health, Curry Community Health does not have the right to rely upon any warranty or representation of County, and County will not be liable for any breach of a warranty or misrepresentation, if and to the extent

Curry Community Health is given access to data or information relating to the Port Orford Property prior to the Closing Date that reveals, or Curry Community Health's tests or inspections prior to the Closing Date reveal, or Curry Community Health otherwise knows or has reason to know prior to the Closing Date of any information that reveals, the warranty or representation is incorrect, and Curry Community Health nevertheless elects to close this purchase.

E. Survival of Warranties. All of County's warranties in this Agreement will be deemed given only as of the date of this Agreement. County's liability for any misrepresentation or the breach of any warranty under this Agreement will survive the closing of this transaction; provided, however, that any claim for any misrepresentation or breach of any covenant will be deemed to have been waived unless Curry Community Health files and serves a complaint for damages or other remedies based on such alleged misrepresentation or breach within 12 months after the Closing Date or, if this transaction fails to close, within 12 months after the date this Agreement is canceled or terminates.

F. No Pending Bankruptcy, Insolvency, Receivership, or Foreclosure Proceedings. No petitions in bankruptcy have been filed by or against County; and none of County's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

G. No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which County is a party.

6. CONDITIONS TO CLOSING. Each party's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

A. Parties's Compliance. Each party's respective fulfillment of each of its obligations under this Agreement in all material respects;

B. Parties's Representations. The continuing accuracy of all of parties's warranties and representations in this Agreement in all material respects.

C. Condemnation. The absence of any condemnation or the institution of condemnation proceedings that result in the taking of any of the Land and/or Improvements pertaining to this Agreement. If this transaction closes, each party will assign to the other party on the Closing Date all condemnation awards and rights to awards that were not used by said party to pay the costs of any restorations necessitated by the condemnation of the respective Land and/or Improvements that pertain to this Agreement.

D. Material Casualty. The absence of any material damage by casualty to the Improvements pertaining to this Agreement that has not been repaired by the Closing

Date. For the purposes hereof, a “material damage by casualty” means any damage by fire or other casualty that has not been repaired and paid for by the Closing Date. If any of the Improvements pertaining to this Agreement suffer any material damage by casualty, a party will have right and option to terminate this Agreement by the Closing Date. A party will also have the right to cancel this Agreement if the material damage by casualty is not fully covered by a party’s insurance policy. If a party does not elect to terminate this Agreement as a result of material damage by casualty, this transaction will close without modification to the consideration described in this Agreement, the party that is the current owner (“Current Owner”) must proceed to effect any repairs that are reasonably possible prior to closing unless otherwise agreed to in writing by the party receiving the property (“Receiving Party”), and the receiving party is entitled to all insurance proceeds that are not used to pay the costs of those repairs. The Current Owner must also credit to the Receiving Party the amount of any deductible or self-insurance applicable to the casualty.

E. Parties’s Representations. The continuing accuracy of each party’s warranties and representations in this Agreement.

7. CLOSING.

A. Closing Date. This transaction will be closed by September 30, 2017 (being herein referred to as the “Closing Date”). Each party may extend the Closing Date one time by up to 30 days. If that occurs, County, as current landlord for the Port Orford Property, will waive Curry Community Health’s obligation to pay rent after September 30, 2017.

B. Prorations, Adjustments.

i. Except as provided in 7.A above, all ad valorem real-property taxes, assessments, personal-property taxes, utility expenses, and obligations under all repair and maintenance contracts that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the “Expenses”), and all rentals from tenants and other use fees receivable under any lease or other agreement concerning the Property (collectively, the “Income”), must be prorated and adjusted between the parties as of the Closing Date.

ii. Each party will attempt to have its current property’s utility meter read as of the Closing Date. To the extent that this is not possible and to the extent that any other obligation for continuing services is incurred, and statements are rendered for such

services covering periods both before and after the Closing Date, the amount will be adjusted between the parties as of the Closing Date on a per diem basis. A party will forward any statements that are proper statements to the other party and the other party will pay those charges. That other party will remit to the first party its proportionate share immediately upon demand.

iii. Each party shall pay the recording fees for the deed and conveyance, excise, or transfer taxes and fees for the property it acquires in connection with this sale.

iv. Each party will pay its own attorney fees.

C. Events of Closing. Provided that the parties comply with the terms of this Agreement and/or subsequent amendments to this Agreement, this transaction will be closed on the Closing Date as follows:

i. Each party will convey the real property it owns related to this Agreement to the other party by statutory warranty deed, in the forms attached hereto as Exhibit C and Exhibit D.

ii. The parties agree that the lease between Curry Community Health and Curry County, dated January 23, 2013, regarding the Railroad Property (“Railroad Lease”) shall terminate upon closing. The Railroad Lease is attached as Exhibit E.

iii. The parties agree that the lease between Curry County and Curry Community Health, dated May 20, 2015, and extended on July 8, 2015 and June 7, 2017, regarding the Port Orford Property (“Port Orford Lease”) shall terminate upon closing. The Port Orford Lease is attached as Exhibit F.

iv Each party will provide the other party with a Certificate of Nonforeign Status as provided in IRC section 1445.

v. Any lien(s) against a property will be paid and satisfied of record at the expense of the Current Owner before the Closing Date.

D. Possession. Subject to the rights of tenants, each party must deliver possession of its currently-owned property related to this Agreement to the other party on the Closing Date.

E. As-Is Conveyance. Each party acknowledges that it has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property it desires to acquire, and, except as specifically stated herein, each party is not relying on, nor has each party been influenced by, any statement or representation of the other

party or any agent or representative of the other party regarding any of these items. Except for any actionable breaches of the other party's representations and warranties contained herein, a party's acceptance of its desired Property and the satisfaction or waiver of all of the other party's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by that party. Each party will not have the option to close this transaction without accepting its desired Property in its then-current condition, and each party acknowledges that, except for the other party's breach of an express warranty stated in this Agreement, each party is acquiring the its desired Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by the other party.

8. DEFAULTS AND FAILURE TO CLOSE.

A. Remedies. If this transaction fails to close on account of a default by Current Owner under this Agreement, Receiving Party will be entitled to any remedies for breach of contract as may be available under applicable law, including, without limitation, the remedy of specific performance, the right to recover its actual damages, and the recovery of Receiving Party's attorney fees and costs incurred in this transaction.

B. Defaults. Except for either parties' wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written and timely notice of its failure to comply with this Agreement. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

C. Costs and Attorney Fees. In the event that a suit, an action, an arbitration, or a mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party such sum as the court, arbitrator, or mediator may adjudge reasonable as costs and expert-witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

9. CONDUCT OF BUSINESS.

A. Operations. Between the date of this Agreement and the Closing Date, each party will continue to operate its currently-owned Property in accordance with its current management,

operation, and leasing standards and practices and will take no steps or actions that it knows would be materially detrimental to the value of its currently-owned Property.

B. Contracts. Between the Effective Date and the Closing Date, neither party may enter into any equipment purchase contract that will not be paid in full prior to the Closing Date, or any service or maintenance contract that cannot be canceled upon 30 days' notice at no cost to the other party without the other party's consent. The other party's consent may not be unreasonably delayed, conditioned, or withheld.

C. Insurance. Each party agrees to continue to maintain its current casualty and liability insurance policies on its currently-owned Property until the Closing Date, but will have no responsibility to maintain any such insurance following the Closing Date or to assign any policy to the other party.

D. Property Maintenance. Between the date of this Agreement and the Closing Date, each party agrees to maintain and repair its currently-owned Property so as to cause it to be delivered to the other party in substantially the same condition existing as of end of the Review Period, ordinary wear and tear, damage by casualty, and damage by condemnation excepted.

E. No Additional Obligations. Except as provided in this section, neither party will have an obligation to maintain, repair, alter, reconstruct, or replace any portion of its currently-owned Property or preserve or enter into any existing or new leases or service contracts, and each party acknowledges that no express or implied representations or covenants to do so exist.

10. LEGAL RELATIONSHIPS.

A. Relationship of Parties. No legal relationship of a joint venture, partnership, or other joint undertaking other than what is necessary to convey the real property pertaining to this Agreement between the parties is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

B. No Third-Party Beneficiaries. No third party is intended to be benefitted or afforded any legal rights under or by virtue of this Agreement.

C. Joint and Several Liability. If either party is comprised of more than one person or entity, the obligations of each person or entity comprising that party under this Agreement will be joint and several.

D. Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to that party’s members, directors, shareholders, officers, employees, and agents.

E. Assignments and Successors. Neither party may assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of the other party in each instance, which consent will not be unreasonably withheld. Neither party will be released from its obligations under this Agreement in the event of any assignment or transfer by the other party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11. GENERAL PROVISIONS.

A. Notices. Notices under this Agreement must be in writing and, if personally delivered or sent by email, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by email to the following address:

County:	Curry Community Health:
Curry County Attn: John Hitt 94235 Moore Street Suite 123 Gold Beach, OR 97444 email: huttlj@co.curry.or.us	Curry Community Health Attn: Ken Dukek P.O. Box 810 Gold Beach, OR 97444 email: dukekk@currych.org
<u>with a copy to:</u> Curry County Attn: John Huttli 94235 Moore Street Suite 123 Gold Beach, OR 97444 email: hittj@co.curry.or.us	<u>with a copy to:</u> Curry Community Health Attn: Carly Kruse P.O. Box 810 Gold Beach, OR 97444 email: krusec@currych.org

Either party may change its address for notices by at least five (5) days’ advance written notice to the other.

B. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

C. Invalidity of Provisions. If any provision of this Agreement, or any instrument to be delivered by either party at closing pursuant to this Agreement, is declared invalid or is

unenforceable for any reason, that provision will be deleted from the document and will not invalidate any other provision contained in the document.

D. Neutral Construction. This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will not be construed against either party.

E. Captions. The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

F. Waiver. The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce that provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

G. Subsequent Modifications. This Agreement and any of its terms may only be changed, waived, discharged, or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

H. Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions, and provisions hereof fall on a Saturday, Sunday, or legal holiday, then the time of performance will be extended to the next business day thereafter.

I. Venue. In any action brought to interpret or enforce any of the provisions of this Agreement, the venue of same will be laid in Curry County, Oregon.

J. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Railroad Property and the Port Orford Property. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties.

L. No Offer. By providing an unexecuted copy of this Agreement to any person, neither party will be deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Railroad Property and the Port Orford Property, and this Agreement will not be binding upon any party unless and until it has been fully executed and delivered by County and Curry Community Health.

M. No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded.

N. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

O. Facsimile Copies. Either party may rely upon facsimile copies of this Agreement to the same extent as the originals.

P. Statutory Warning (ORS 93.040(2)). THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED THIS _____ DAY OF SEPTEMBER, 2017

CURRY COUNTY:

CURRY COMMUNITY HEALTH:

Thomas Huxley, Commissioner
Curry County

Kenneth Dukek, CEO
Curry Community Health

Sue Gold, Commissioner
Curry County

Court Boice, Commissioner
Curry County

EXHIBIT A

LEGAL DESCRIPTION OF THE RAILROAD PROPERTY

Situated in the City of Brookings, County of Curry, and State of Oregon, described as follows, to wit:

The building located at 517 Railroad Street, Brookings, Oregon, 97415, and described as follows:

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

Excepting therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings for street improvements.

SUBJECT TO:

All encumbrances of Record.

EXHIBIT B

LEGAL DESCRIPTION OF THE PORT ORFORD PROPERTY

Situated in the City of Port Orford, County of Curry, and State of Oregon, described as follows, to wit:

Beginning at the Southeast corner of Block One Hundred Nineteen (119) described as follows:

Thence West along the North line of 14th Street, 80 feet;

Thence North 50 feet;

Thence at a right angle East 80 feet;

Thence at a right angle South 50 feet to the point of beginning. In the town of Port Orford, now the City of Port Orford, according to the Plat of said Town of 1865, Curry County, Oregon.

EXHIBIT C
STATUTORY WARRANTY DEED (RAILROAD PROPERTY)

Grantor's Name and Address:
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

Grantee's Name and Address:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Until a change is requested, all tax
Statements shall be sent to:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

After recording return to:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

STATUTORY WARRANTY DEED

CURRY COMMUNITY HEALTH, an Oregon nonprofit corporation, (hereinafter "Grantor,") conveys and warrants to CURRY COUNTY, a political subdivision of the State of Oregon, (hereinafter "Grantee,") the following described real property free of encumbrances except as specifically set forth herein:

The building located at 517 Railroad Street, Brookings, Oregon, 97415, and described as follows:

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

Excepting therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings for street improvements.

SUBJECT TO:

All encumbrances of Record.

The true consideration for this conveyance is \$0.00, and all other good and valuable consideration, in which the receipt and sufficiency are hereby acknowledged between Grantor and Grantee (simultaneous conveyance by Grantee to Grantor of Grantee's interest in the real property located at 1403 Oregon Street, Port Orford, OR 97465).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 20__.

CURRY COMMUNITY HEALTH

 Kenneth Dukek, Chief Executive Officer
 Curry Community Health

STATE OF OREGON)
) ss.
 County of Curry)

This instrument was acknowledged before me on _____, 2017,
 by Kenneth Dukek, on behalf of Curry Community Health.

 Notary Public for Oregon
 My commission expires: _____

EXHIBIT D
STATUTORY WARRANTY DEED (PORT ORFORD PROPERTY)

Grantor's Name and Address:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Grantee's Name and Address:
Curry Community Health, Inc.
P.O. Box 810
Gold Beach, OR 97444

Until a change is requested, all tax statements
shall be sent to:

Curry Community Health, Inc.
Attn: Finance Department
P.O. Box 810
Gold Beach, OR 97444

After recording return to:
Curry Community Health, Inc.
Attn: Ken Dukek
P.O. Box 810
Gold Beach, OR 97444

STATUTORY WARRANTY DEED

CURRY COUNTY, a political subdivision of the State of Oregon (hereinafter "Grantor"), conveys without a reversionary interest and warrants to CURRY COMMUNITY HEALTH, INC., an Oregon nonprofit corporation, (hereinafter "Grantee"), the real property as described in the attached Exhibit A free of encumbrances, except as specifically set forth therein:

The true consideration for this conveyance is \$0.00 and all other good and valuable consideration, in which the receipt and sufficiency are hereby acknowledged (simultaneous conveyance by Grantee to Grantor of Grantee's interest in the real property located at 517 Railroad Street, Brookings, Oregon 97415).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE

APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 20__.

CURRY COUNTY

By: _____
Thomas Huxley, Commissioner

By: _____
Sue Gold, Commissioner

By: _____
Court Boice, Commissioner

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Thomas Huxley, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Sue Gold, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Court Boice, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Beginning at the Southeast corner of Block One Hundred Nineteen (119) described as follows:

Thence West along the North line of 14th Street, 80 feet;
Thence North 50 feet;
Thence at a right angle East 80 feet;
Thence at a right angle South 50 feet to the point of beginning. In the town of Port Orford, now the City of Port Orford, according to the Plat of said Town of 1865, Curry County, Oregon.

EXCEPTING THEREFROM:

An easement, including the terms and provisions thereof, recorded March 1, 1950, DV 34, Page 611, in favor of the State of Oregon.

EXHIBIT E
RAILROAD LEASE

4684

After recording, return to
(File No. 16534004)

Garrett Hemann Robertson P.C.
Attn: Eric W. Jamieson
PO Box 749
Salem OR 97308-0749

Until a change is requested, all
tax statements shall be sent to
the following address:
Curry Community Health
Attn: Jan Kaplan
94235 Moore St., Suite 121
Gold Beach OR 97444

CURRY COUNTY, OREGON 2013-00422
LAND 02/01/2013 02:21 PM
Cnt=1 Pgs=13 RECC NO FEE
This is a no fee document



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



Renee' Kolen - Curry County Clerk

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is entered into this 1st day of February 2013,
by and between the following parties:

LANDLORD:

CURRY COMMUNITY HEALTH
94235 Moore St., Suite 121
Gold Beach OR 97444

and

TENANT:

CURRY COUNTY
94235 Moore St., Suite 122
Gold Beach OR 97444

Landlord owns the fee title to the storage building (the "Property") located at
517 Railroad Street, Brookings, Oregon:

Legally described in Exhibit "1" attached hereto and incorporated herein by
reference.

NOW, THEREFORE, Landlord hereby leases the Property to Tenant, and Tenant leases
the Property from Landlord, on the terms and conditions set forth in this Lease:

1. **Lease of Property to Tenant; Lease Term; Possession**

1.1 **Transfer Agreement.** This Lease Agreement shall be construed in accordance with the Curry County Health and Human Services Transfer Agreement ("Transfer Agreement") signed and dated between these parties on the 1st day of February 2013.

1.2 **Lease of Property to Tenant.** Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, for the term, at the rental, and upon all of the conditions set forth in this Lease.

1.3 **Term of Lease.** This Lease shall commence on the 1st day of February 2013 (the "Commencement Date"), and shall continue for five (5) years unless sooner terminated as provided in this Lease.

1.4 **Possession.** Tenant will be entitled to possession of the Property for purposes of this Lease upon the mutual execution of this Lease.

1.5 **Property Leased "As Is".** Except as otherwise expressly set forth in this Lease, the Property is leased to Tenant in its "As Is" condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by Landlord as to the condition or suitability of Property for any intended use or purpose by Tenant and without any representation or warranty by Landlord as to its compliance with applicable Legal Requirements (as defined below) or other matters, and Tenant further acknowledges that Tenant will be relying solely on its own skill, judgment and discretion in deciding whether to lease the property.

2. **Rental**

2.1 **Annual Base Rent.** Tenant shall pay to Landlord as rent for the Property the sum of One Dollar (\$1.00) annually, and all other good and valuable consideration agreed upon by Landlord and Tenant, which shall commence as of the Commencement Date and be due on the first day of each year during the term of this Lease.

2.2 **Net Lease.** The rental paid by Tenant shall be a fully net (sometimes referred to as "triple net" or "absolute net") return to Landlord, so that from and after the Commencement Date, this Lease shall yield the base rent to Landlord net of all operating costs, maintenance and repair costs, taxes, insurance charges, assessments, governmental charges, utility costs and fees, and all other expenses of whatever kind or nature pertaining to the operation of the Property except for those expenses expressly assumed by Landlord herein. All such costs and expenses accruing after the Commencement Date shall be paid by Tenant as to the Property.

3. **Use of Property**

3.1 **Permitted Use.** Tenant shall use the Property primarily for storage of its search and rescue equipment and supplies, and in accordance with all applicable Legal Requirements (as defined below). If Tenant proposes to change the use of the Property, Tenant will not do so without first obtaining the prior consent of Landlord to such change in use which consent may be withheld in Landlord's sole discretion.

3.2 **Compliance with Legal Requirements.** In connection with its use, Tenant shall keep and maintain the Property in compliance with the terms set forth in the Transfer Agreement and all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and other recorded covenants, conditions and restrictions affecting the Property (collectively, the "Legal Requirements").

3.3 **Nondisturbance.** The rights of Tenant to the Property shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the Term of this Lease.

3.4 **Hazardous Substances.** Landlord represents and warrants that, as of the date of this Lease, no hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property from any source whatsoever by Landlord, its agents, independent contractors or invitees, other than Permitted Products (as defined below).

Tenant as to the Property, during the Term, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property, except in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

Tenant will indemnify, hold harmless, and defend Landlord, and its successors and assigns, from any and all claims, losses, damages, response costs and expenses arising out of or in any way relating to the presence of hazardous substances in, on, or beneath the Property that first occurred or accrued from and after the date of turnover of possession of the Property to Tenant, whether caused by Tenant or third parties.

The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the "Environmental Laws"). However, the foregoing requirements and limitations will not apply to products such as landscape fertilizer, cleaning and other products and materials that are in ordinary quantities and customarily used in the cleaning, maintenance and operation of residential and commercial facilities (the "Permitted Products"), but each party will in any event cause any Permitted Products to be held or used in accordance with all applicable Environmental Laws.

4. **Maintenance; Taxes; Utilities**

4.1 **Tenant Maintenance.** Tenant will be responsible for maintaining all the Property in good order, condition, repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws, including without limitation the following:

4.1.1 Repair and maintenance of the gutters, and exterior walls (including painting);

4.1.2 Maintenance and repair of the septic system;

4.1.3 Repair and maintenance of water, gas and electrical services on the Property;

4.1.4 Repair and maintenance of the heating and air-conditioning system;

4.1.5 Repair and maintenance of all landscaping, driveways, parking lots, fences and signs located on the Property;

4.1.6 Any repairs or maintenance necessitated by the negligence of Tenant, its agents, employees and invitees, including repairs that would otherwise be the responsibility of Landlord set forth below;

4.1.7 Repair and maintenance of the roof; and

4.1.8 Major repairs to the bearing walls, structural members, floor slabs and foundation.

4.2 **Taxes and Assessments.** Tenant is a public body and is exempt from taxation under ORS 307.166. Tenant intends to use the leased Property for its public 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. Tenant agrees to file a claim for tax-exemption with the Curry County Assessor. In the event Tenant shall not obtain such an exemption, Tenant shall be responsible for and pay the real property taxes on the Property and on the improvements thereon, and Tenant shall be responsible for and shall pay for any taxes assessed against the personal property owned by Tenant or located on the Property.

4.3 **Tenant's Election to Contest.** Tenant may withhold payment of any tax or assessment on the Property if a good faith dispute exists as to the obligation to pay, so long as Landlord's property interest is not jeopardized. If the Property is subjected to a lien as a result of nonpayment, Tenant shall provide Landlord with assurances reasonably acceptable to Landlord that Tenant can and will satisfy the lien before enforcement against the Property.

4.4 **Utilities.** Tenant will be responsible for causing to be paid all charges for services and utilities incurred in connection with the use, occupancy and operation of the Property, including (without limitation) charges for electricity, gas, telephone service, water and sewer.

5. **Liens and Indemnification**

5.1 **Liens.** Tenant shall pay (or caused to be paid) as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free from any liens which could result in foreclosure of Landlord's or Tenant's interest in the Property, except for financing by Tenant on its leasehold estate (which will bind Tenant's interest but not constitute a lien against Landlord's fee title). If Tenant fails to pay such claim or to discharge any lien, Landlord may elect (in its discretion) to do so after at least ten (10) days' written notice to Tenant of Landlord's intention to do so, and in that event, Landlord may collect back from Tenant the amount so paid, as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in paragraph 13.5 ("Cure of Tenant's Default") below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

5.2 **Indemnification.** Tenant (the "Indemnitor") shall indemnify the Landlord (the "Indemnitee") from any loss, liability, claim of liability or expense (including reasonable attorneys' fees and litigation expenses) arising out of or related to the Property or Building and arising out of or related to (i) any violation of law by the Indemnitor or its owners, agents, independent contractors, invitees, trespassers and employees (the "Covered Persons"), (ii) for any loss, injury or damage to Tenant or to any other person, or to its or their property, caused upon or about the Property, irrespective of the cause of such injury, damage or loss except to the extent caused by or resulting from the intentional torts of Landlord, or (iii) any negligent action or inaction of the Indemnitor or its Covered Persons. Further, Landlord shall not be liable: (i) for any damage caused by other persons in, upon or about the Property, or caused by operations in construction of any work on the Property; or (ii) in any event for consequential damages, including lost profits of Tenant or any person claiming through or under Tenant. The provisions of this section shall survive the expiration or earlier termination of this Lease.

5.3 **Disclaimer of Landlord's Responsibilities.** Landlord shall not under any circumstances be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Tenant, and no construction lien or other lien for such work, labor or services or material furnished shall attach to or affect the reversionary interest of Landlord in any building(s) or any construction, alteration, repair, or improvement erected or made by Tenant on the Property. Nothing contained in this Lease shall be deemed or construed in any way as constituting the request of consent of Landlord, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific construction, alteration, repair or improvement to or on the Property or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any lien against Landlord's interest in the Property.

6. **Insurance; Restoration of Damage**

6.1 **Liability Insurance.** Tenant (as to the Property, during the Term) shall continuously maintain, at its expense, commercial general liability ("CGL") insurance with a combined single limit initially of \$2,000,000, or such greater amount approved by the parties as may from time to time customarily be furnished by tenants under comparable leases. Tenant shall name the Landlord as an additional insured, and the liability insurance will otherwise comply with paragraph 6.3 ("Form of Insurance") below.

6.2 **Casualty Insurance.** Tenant (as to the Property during the Term) shall continuously maintain, at Tenant's expense, commercial casualty insurance in order to keep the building on the Property insured at its full replacement value against fire and other risks covered by a standard casualty insurance policy. Tenant shall name the Landlord as an additional insured and the insurance policy will otherwise comply with paragraph 6.3 ("Form of Insurance") below.

6.3 **Form of Insurance.** All policies may be part of blanket coverage relating to properties owned or leased by Tenant. Tenant will deliver to Landlord certificates of such insurance coverage prior to or concurrent with Tenant's obtaining possession of the Property and thereafter, as to policy renewals, Tenant will deliver to Landlord certificates of coverage (or other confirmation of arrangements for coverage) within fifteen (15) days prior to the expiration of the term of each such policy. Tenant's insurance shall name Landlord as an additional insured. All of Tenant's insurance shall provide for thirty (30) days' written notice to Landlord prior to cancellation, non-renewal or material modification.

7. **Alterations.** Tenant shall not make or suffer to be made any alterations, additions, or improvements in, on, or to the Property or any part thereof which would require a building permit without the prior written consent of Landlord as provided below. In the event Landlord consents to the making of any such alterations, additions, or improvements by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications approved by Landlord, and any contractor or person selected by Tenant to make the same must first be approved in writing by Landlord.

8. **Landlord's and Tenant's Property**

8.1 **Landlord's Property:** All fixtures, carpeting, equipment, improvements and appurtenances attached to or built into the Property at the commencement of or during the term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Property, shall be deemed the property of Landlord and shall not be removed by Tenant, except as provided herein; provided, that at Landlord's written request, Tenant shall, at its sole expense and upon termination of the Lease, remove those items specified by Landlord, including any or all fixtures, equipment, improvements, appurtenances and other personal property, which are deemed herein the property of Landlord. Tenant's covenant to remove property specified by Landlord shall survive the termination of this Lease.

8.2 **Tenant's Property:** All unattached business and trade fixtures, machinery and equipment, communications equipment and office equipment which are installed in the building or on the Property by or for the account of Tenant without expense to Landlord and which can be removed without structural damage to the building or Property and all furniture, furnishings (excluding window coverings) and other articles of movable personal property owned by Tenant and located in the building (herein collectively called "Tenant's Property") shall be and remain the property of Tenant and may be removed by Tenant at any time during the term of this Lease; provided, that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the building or the Property resulting from the installation and/or removal thereof.

9. **Transfers by Tenant**

9.1 **Transfers Prohibited Without Consent.** Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Property without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

10. **Events of Default**

The following shall be "Events of Default":

10.1 **Unauthorized Transfer.** Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest or the building on the Property without the prior written consent of Landlord.

10.2 **Default in Other Covenants.** Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease, including all requirements prescribed in the Transfer Agreement, within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Tenant begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11. **Remedies on Default**

11.1 Upon default, after expiration of notice and cure periods provided in Section 12, Landlord may exercise any one or more of the following remedies:

11.2 **Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Property and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

11.3 **Re-letting.** Following reentry or abandonment, Landlord may re-let the property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Property or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Property, alone or in conjunction with other properties for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

11.4 **Damages for Default.** Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages.

11.5 **Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of twelve percent (12%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

11.6 **Other Remedies.** Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Property, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

12. **General Provisions**

12.1 **Modifications.** This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

12.2 **Nonwaiver.** Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

12.3 **Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

12.4 **Entry by Landlord.** Landlord or its authorized representatives may enter the Property at any time without any restrictions from Tenant.

12.5 **Estoppel Certificates.** Within ten (10) days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

12.6 **Attornment.** For purposes of this Section, the term "Successor Landlord" shall mean any party that succeeds to the rights of Landlord under this Lease whether through foreclosure action or conveyance by deed, or any third party that succeeds to the rights of Landlord under this Lease by virtue of having purchased the Property at a foreclosure sale. The Successor Landlord shall accept Tenant's attornment, assume Landlord's obligations under the Lease and shall not disturb Tenant's quiet possession of the Property. Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease and shall properly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as a direct Lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and any modifications thereof.

12.7 **Surrender of Premises.** Upon the termination of this Lease for any reason whatsoever, Tenant shall promptly vacate the Property and deliver the same to Landlord in as good order and repair as said Property was at the commencement of this Lease, ordinary wear and tear excepted. All additions to or alterations of the Property, whether installed by Landlord or by Tenant, excluding Tenant's Property, shall at once become part of the realty and belong to Landlord. Tenant agrees to restore any damage caused by the removal of any property Tenant is entitled to remove pursuant to this section.

12.8 **Notices.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "Notices") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three (3) business days after mailing, properly addressed. Couriers Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the addresses first set forth above. From time to time any party may designate a new address for purposes of Notices hereunder by Notice to the other party. Delivery of the copy of any notice to the places to which copies are to be sent is not a precondition to the effectiveness of the notice as to the parties to this Lease. As used in this Lease, the term "business day" means a day, other than Saturday or Sunday and national holidays, on which banking institutions in Portland, Oregon are generally open for business to the public, and "normal business hours" means 9:00 a.m. to 5:00 p.m. on any such business day.

12.9 **Attorney Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Lease, each party shall pay its individual share of attorney fees and court costs.

12.10 **Relationship of Parties.** The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

12.11 **Applicable Law.** The Property is located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease.

12.12 **Prior Agreements.** This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters. If at any time this Lease Agreement and the Transfer Agreement terms are in any way contradictory, the Transfer Agreement terms shall control.

12.13 **Validity of Provisions.** If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

12.14 **Merger of Estates.** In the event and at such time as Tenant may own and hold both the Landlord's and Tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

12.15 **Authorization of Lease: Facsimile or Email Signatures.** Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile or email transmission of any signed original document, and retransmission of such document, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or email transmitted signatures by signing an original document.

12.16 **Section Headings.** The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

12.17 **Joinder in Instruments.** Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the Property or in order to allow development or use of the Property by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

12.18 **No Third-Party Beneficiaries.** Nothing in this Lease, express or implied, is intended to confer on any person, other than the parties to this Lease, any right or remedy of any nature whatsoever.

12.19 **Exhibits.** All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

12.20 **Representation of Counsel:** This Lease was prepared by Garrett Hemann Robertson P.C. which represents Curry County only in this matter. It is not representing Curry Community Health, individually or jointly, in the preparation of this Lease. Curry Community Health acknowledges that they have been advised of these facts and have the right to and is encouraged to seek independent legal counsel of such Curry Community Health's choice regarding its rights and obligations under this Lease. Curry Community Health acknowledges the right to negotiate the terms of this Lease and agrees that although this Lease was drafted by attorneys for Curry County, it shall not be interpreted or construed against any party. \

IN WITNESS WHEREOF, the undersigned has caused this Commercial Lease to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

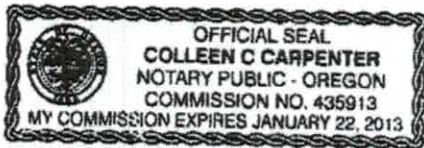
LANDLORD:

CURRY COMMUNITY HEALTH

By: *Robert A. Horel* 1-22-13
 Printed Named: ROBERT A. HOREL Date
 Title: CHAIR

STATE OF OREGON)
) ss.
 County of Curry)

This instrument was acknowledged before me on January 22, 2013,
 by Robert A. Horel.



Colleen C. Carpenter
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 1/22/13

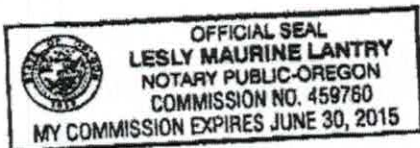
TENANT:

CURRY COUNTY

By: *David Itzen* 1/23/13
 David Itzen, Commissioner Date

STATE OF OREGON)
) ss.
 County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
 by David Itzen, Commissioner, Curry County Board of Commissioners.



Lesly Lantry
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 6/30/15

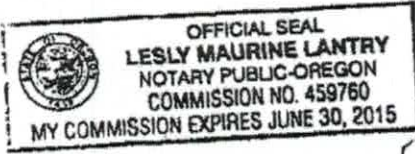
COMMERCIAL LEASE
 Page 11 of 13

k:\hoc drive (m) backup\2013 hoc drive backup\2013_01_09 general meeting\2013_01_09 7d4 hhs commercial lease - 517 railroad.doc TP

By: *David Brock Smith* 1-23-13
David Brock Smith, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Brock Smith, Commissioner, Curry County Board of Commissioners.

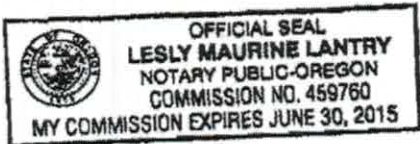


Lesly Lantry
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

By: *Susan Brown*
Susan Brown, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by Susan Brown, Commissioner, Curry County Board of Commissioners.



Lesly Lantry
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

EXHIBIT 1

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

EXCEPTING therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings, for street improvements.

EXHIBIT F
PORT ORFORD LEASE



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



Renee' Kolen - Curry County Clerk

AFTER RECORDING RETURN TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444

SEND TAX STATEMENTS TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

COMMERCIAL LEASE

DATED: May 20, 2015

BETWEEN: Curry County, A Political Subdivision of the State of
Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 **LANDLORD**

AND: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444 **TENANT**

Landlord leases to Tenant the following described property
on the terms and conditions stated below:

The office building and lot which is located at 1403 Oregon
Street, Port Orford OR 97465 which is legally described in the
attached Exhibit "A", together with the established parking lot
on the premises.

SECTION 1. OCCUPANCY

1.1 **Original Term.** The term of this lease shall commence
on July 1, 2015, and continue through June 30, 2016.

1.2 **Possession.** Tenant's right to possession and

obligations under the lease shall commence on July 1, 2015.

SECTION 2. RENT

Basic Rent. Tenant shall pay to Landlord as rent the sum of \$1,000.00 per month, for use of the building, parking and the lot. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord.

SECTION 3. USE OF THE PREMISES

3.1 Permitted Use. The premises shall be used for office space for Curry Community Health and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably.

3.2 Restriction on Use. In connection with use of the premises Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and use and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance (unless such changes are required because of Tenant's specific use.)

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding the above, Tenant will be allowed to post signage identifying its' business.

SECTION 4. REPAIRS AND MAINTENANCE

4.1 Landlord's Obligations. The following shall be the responsibility of the Landlord:

(a) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundation.

necessary repairs to building or to the premises. At any time during the last two months of the term of this lease, Landlord may place and maintain upon the premises, notices for leasing or selling the premises, and in addition, before or after the work day or during lunch, may show the property to any prospective tenant or purchaser, upon 24 hours written notice.

15.8 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at 9% per annum from the due date until paid.

15.9 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

15.10 Utilities and Operations. Tenant shall be responsible for paying all utilities and all of the costs of operations related to the leased premises.

15.11 Parking. Tenant shall restrict the use of parking adjacent to the building for visitors to the building, and for its employees.

BOARD OF CURRY COUNTY COMMISSIONERS

LANDLORD



Susan Brown, Chair

5/20/15
DATE



Thomas Huxley, Vice Chair

5/20/15
DATE

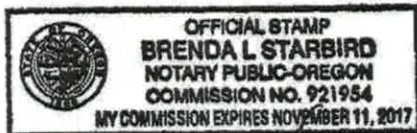


David Brock Smith, Commissioner

5/20/15
DATE

State of Oregon)
County of Curry) ss

Acknowledged before me this 20 day of May, 2015,
by Susan Brown, David Brock Smith, E. Thomas
Audley.



Brenda L. Starbird
Notary Public for: Oregon
My Commission Expires: 11-11-2017

TENANT [Signature]

Ken Dukek, CEO of CCH

DATE 5/13/2015

Exhibit "A"

Situated in the City of Port Orford, County of Curry
and State of Oregon described as follows, to wit:

Beginning at the Southeast corner of Block 119 described as follows:

Thence West along the North line of 14th Street, 80 feet; Thence North 50 feet; Thence at a right angle East 80 feet; Thence at a right angle South 50 feet to the point of beginning. In the town of Port Orford, now the City of Port Orford, according to the Plat of said Town of 1865, Curry County, Oregon.

11



00051098201500024870020025

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



Renee' Kolen - Curry County Clerk

AFTER RECORDING RETURN TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF COMMERCIAL LEASE

DATED: July 8, 2015

BETWEEN: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 123
Gold Beach, OR 97444 **LANDLORD**

AND Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444 **TENANT**

It is hereby agreed to by and between the above-referenced parties that the Commercial Lease between them dated May 20, 2015, and filed in CJ: 2015-228 and in the Land Records as 2015-02162, for the office building and lot located at 1403 Oregon Street, Port Orford, Oregon, be extended an additional one year until June 30, 2017, under the same terms and conditions.

LANDLORD
BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith

David Brock Smith, Commissioner

State of Oregon)
)ss.
County of Curry)

Acknowledged before me this 8 day of July, 2015 by Susan Brown and
David Brock Smith

NOTARY Public of OREGON: Brenda L. Starbird

TENANT

Curry Community Health

By:

Ken Dukek
Ken Dukek, CEO for Curry Community Health



Approved as to Form:

M. Gerard Herbage

M. Gerard Herbage
Curry County Legal Counsel

CURRY COUNTY, OREGON 2017-02665
LAND 06/30/2017 11:14 AM
Cnt=1 Pgs=4 RECC \$72.00

FILED IN CURRY COUNTY
Renee Kolen, County Clerk
Commissioners' Journal

CJ:2017-118
06/30/2017 9:44:53 AM
4 PAGES



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



Renee Kolen - Curry County Clerk

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

SEND TAX STATEMENT TO:

Curry Community Health
Attn: Ken Dukek
29692 Ellensburg Ave.
Gold Beach, Oregon 97444

EXTENSION OF 1403 OREGON STREET PROPERTY BUILDING LEASE

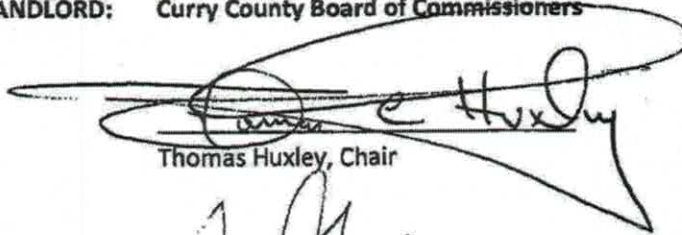
Dated: June 21, 2017

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444 **LANDLORD**

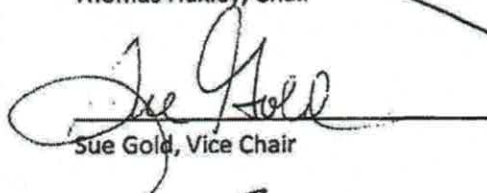
And: Curry Community Health
29692 Ellensburg Ave.
Gold Beach, Oregon 97444 **TENANT**

It is hereby agreed to by and between the above-referenced parties that the lease between them for the 1403 Oregon Street, property located in Port Orford, Oregon, filed in the Commissioners' Journal as CJ:2015-228, and previous extension of Lease filed in Commissioners' Journal as CJ: 2015-262 is extended until 9-30-17, under the same terms and conditions.

LANDLORD: Curry County Board of Commissioners


Thomas Huxley, Chair

6/21/17
Date


Sue Gold, Vice Chair

6/22/17
Date

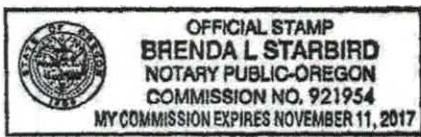

Court Boice, Commissioner

6-21-17
Date

1 | Lease Extension CCH


State of Oregon)
) ss.
County of Curry)

Acknowledged before me this 21st & 22nd day of June, 2017 by
Thomas Husley, Court Boice & Sue Gold




Brenda L Starbird
Notary Public of Oregon
My Commission Expires: 11-11-2017

TENANT:

Curry Community Health

Ken Dukek, CEO

JUNE 23 / 2017
Date

Approved as to Form:


John Hutt
Curry County Counsel

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

In the Matter of an Order)
Authorizing the Extension)
of a Commercial Lease with)
Curry Community Health (CCH))
for Property Located at 1403)
Oregon Street in Port Orford,)
Oregon)

ORDER NO. 20421

WHEREAS, on May 20, 2015, Curry County leased property located at 1403 Oregon Street, Port Orford, Oregon to Curry Community Health (CCH) for a term beginning on July 1, 2015, and continuing to June 30, 2016; and

WHEREAS, the underlying lease is filed with the Clerk as CJ2015-228 and recorded in the land records as 2015-02162; and

WHEREAS, on July 8, 2015, per Order No. 20210, Curry County authorized a lease extension, filed in Curry County as CJ:2015-262, to CCH under the same terms and conditions, and it is due to expire on June 30, 2017; and

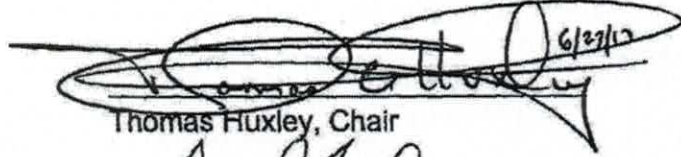
WHEREAS, CCH has requested a three-month extension through September 30, 2017; and

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

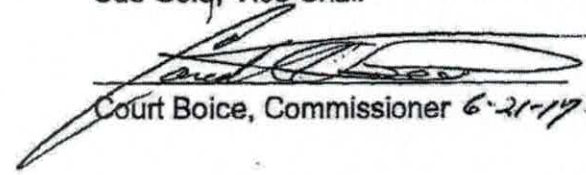
NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a three-month extension (until September 30, 2017) of the commercial lease with CCH under the same terms and conditions for the property located at 1403 Oregon Street, Port Orford, Oregon 97415.

DATED, this 7th day of June, 2017.

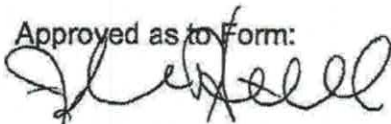
Board of Curry County Commissioners

 6/27/17
Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner 6-21-17

Approved as to Form:



John Hutt
Curry County Counsel

Grantor's Name and Address:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Grantee's Name and Address
Curry Community Health, Inc.
P.O. Box 810
Gold Beach, OR 97444

Until a change is requested, all tax statements
shall be sent to:
Curry Community Health, Inc.
Attn: Finance Department
P.O. Box 810
Gold Beach, OR 97444

After recording return to:
Curry Community Health, Inc.
Attn: Ken Dukek
P.O. Box 810
Gold Beach, OR 97444

STATUTORY BARGAIN-AND-SALE DEED

CURRY COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "Grantor"), conveys, without retaining a reversionary interest therein, to CURRY COMMUNITY HEALTH, INC., an Oregon nonprofit corporation (hereinafter referred to as "Grantee"), the following described real property situated in the City of Port Orford, Curry County, State of Oregon:

Beginning at the Southeast corner of Block One Hundred Nineteen (119)
described as follows:

Thence West along the North line of 14th Street, 80 feet;
Thence North 50 feet;
Thence at a right angle East 80 feet;
Thence at a right angle South 50 feet to the point of beginning. In the town of
Port Orford, now the City of Port Orford, according to the Plat of said Town of
1865, Curry County, Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF
ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,
CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,
OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS

INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$0.00 and all other good and valuable consideration, in which the receipt and sufficiency are hereby acknowledged (simultaneous conveyance by Grantee to Grantor of Grantee's interest in the real property located at 517 Railroad Street, Brookings, Oregon 97415).

DATED: _____, 20__.

CURRY COUNTY

By: _____
Thomas Huxley, Commissioner

By: _____
Sue Gold, Commissioner

By: _____
Court Boice, Commissioner

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Thomas Huxley, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Sue Gold, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Court Boice, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

Grantor's Name and Address:
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

Grantee's Name and Address:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Until a change is requested, all tax
Statements shall be sent to:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

After recording return to:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

STATUTORY BARGAIN-AND-SALE DEED

CURRY COMMUNITY HEALTH, an Oregon nonprofit corporation, (hereinafter referred to as "Grantor"), conveys to CURRY COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "Grantee"), all of the following described real property located in Brookings, Curry County, State of Oregon:

The building located at 517 Railroad Street, Brookings, Oregon, 97415, and described as follows:

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

Excepting therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings for street improvements.

SUBJECT TO:

All encumbrances of Record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS

INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$0.00, and all other good and valuable consideration, in which the receipt and sufficiency are hereby acknowledged between Grantor and Grantee (simultaneous conveyance by Grantee to Grantor of Grantee's interest in the real property located at 1403 Oregon Street, Port Orford, OR 97465).

DATED: _____, 20__.

CURRY COMMUNITY HEALTH

Kenneth Dukek, Chief Executive Officer
Curry Community Health

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by
Kenneth Dukek, on behalf of Curry Community Health.

Notary Public for Oregon
My commission expires: _____

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

In the Matter of an Order)
Adopting a Property)
Conveyance Agreement)
Between Curry County and)
Curry Community Health)

ORDER NO. _____

WHEREAS, in 2012, Curry County transferred property located at 517 Railroad Street, Brookings, Oregon 97415 to Curry Community Health (CCH) for the purpose of providing social services, and the County continued to lease storage from (CCH) at this location; and

WHEREAS, Curry County owns property in Port Orford located at 1403 Oregon Street, in Port Orford, Oregon and currently leases the building to (CCH)for social services; and

WHEREAS, Curry County and (CCH) wish to exchange ownership of these two properties, as described in the attached agreement, as Exhibit "A"; and

WHEREAS, by exchanging the properties, any existing leases would be terminated at that time; and

NOW, THEREFORE, the Board of Curry County Commissioners Hereby Orders the property transfer agreement is authorized:

- 1) To accept the Brookings property from CCH
- 2) To terminate the county storage lease at the Brookings property
- 3) To convey the Port Orford property to CCH
- 4) To terminate CCH's lease of the Port Orford property
- 5) The effective closing date is September 30, 2017
- 6) Subject to terms and conditions of the transfer agreement

Dated this _____ day of September, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John Huttli, 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: Resolution authorizing submittal of the Curry County Enterprise zone application to Business Oregon.

AGENDA DATE^a: September 20, 2017 **DEPARTMENT:** Community Development
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: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 09.13.2017

BRIEF BACKGROUND OR NOTE^b: In 2016, the Board authorized CCD to assemble an Enterprise Zone application on the County's behalf to submit to Business Oregon. Additional information is provided in the attached staff report.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1) Staff report
- (2) Resolution
- (3) Exhibits 1 and 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: 09 /21 / 2017

Email: johnsonc@co.curry.or.us

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

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) Satisfies statutory requirement to recognize enterprise zone

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 COMMISSION AGENDA REPORT

Meeting Date: September 20, 2017

Prepared by: Carolyn Johnson, Community Development Director

Subject: Resolution authorizing submittal of the Curry County Enterprise zone application to Business Oregon.

Recommendation: Accept oral report from CCD Community Development Director Tracy Loomis, open the public hearing, close the public hearing and approve the attached resolution.

Summary: On September 7, 2016, the Board authorized CCD to assemble an Enterprise Zone application on the County's behalf to submit to Business Oregon. CCD is the federally recognized and funded Economic Development District for enterprise zones in Douglas, Coos and Curry Counties. On December 14, 2016, the Board reviewed the proposed Enterprise Zone concept and the map identifying the zone locations. The Board directed staff to revise the map to include additional properties and limit the number of properties located in the public facilities zone to those areas which could support development. The Board directive is reflected in the Enterprise zone map attached to the authorizing resolution.

What is an Enterprise Zone? Information from CCD notes that: *"The Enterprise zone program is one of the State of Oregon's economic development tools. Enterprise zones are designated areas in which qualifying businesses can receive property tax exemption for a period of 3-5 years under the standard program. In exchange for locating or expanding into an enterprise zone, eligible (generally non-retail) businesses receive total exemption from the property taxes normally assessed on new plants and equipment. Subject to local authorization, timely filings and criteria the benefits include:*

- *Construction-in-Process Enterprise Zone Exemption—For up to two years before qualified property is placed in service, it can be exempt from local taxes, which can cover more property than the regular exemption for commercial facilities under construction.*
- *Three to five consecutive years of full relief from property taxes on qualified property, after it is in service.*
- *Depending on the zone, local incentives also may be available.*

The Enterprise Zone program is designed to encourage businesses of all sizes to make new or additional investments that will improve employment opportunities, spur economic growth and diversity business activity within the communities each zone encompasses. The primary benefit to qualifying businesses is 100 percent abatement from property taxes for at least three, and in some cases, up to five years on plant and equipment newly invested in the zone. Property tax exemptions may be available to businesses making a sizeable investment and bringing well-paying jobs.

To qualify a project must be located inside an Enterprise Zone, increase the firm's employment within the zone by the greater of one person or 10%, and the application must be submitted before a project is started." Additional information can be found on the CCD website: <http://www.oregon4biz.com/Oregon-Business/Tax-Incentives/Enterprise-Zones/>

If the Board approves a Curry County Enterprise zone, it would include properties in Heavy Commercial, Public Facility, Industrial, Rural Resort Commercial and Rural Industrial zoned property in Curry County. Development of conventional manufacturing, industrial activities, processing plants, distribution centers, maintenance facilities, warehouses and operations that handle bulk clerical tasks or after-sale technical support. Project sites in the proposed Enterprise zone include areas in and around Langlois, Gold Beach, Port Orford and the Harbor area.

Fiscal impact on the County General Fund: Unknown at this time, it is anticipated that should the Enterprise Zone be authorized and businesses locate in Curry County, the generation of jobs would offset the few years of lost property taxes.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

**In the Matter of a Resolution)
Authorizing Submittal of the)
Curry County Enterprise Zone)
Application to the Oregon)
Business Development Department)**

RESOLUTION No. _____

WHEREAS, The Curry County Board of Commissioners is sponsoring an enterprise zone designation; and

WHEREAS, The County has formally advised and received consultation from the Oregon Business Development Department (OBDD) according to ORS 285C.078; and

WHEREAS, The municipal corporations, school districts, special service districts, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone were sent notice and invited to a public meeting on December 7, 2016 regarding its designation, in order for the county to effectively consult with these other local taxing districts; and

WHEREAS, The enterprise zone has a total area of 13.146 square miles; it meets other statutory limitations on size and configuration, is depicted on a drawn-to-scale map, and a legal description (Exhibits 1 and 2 located in the Curry County Community Development Department); and

WHEREAS, The County shall fulfill its duties and implement provisions under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law, including but not limited to promptly appointing a local enterprise zone manager, and to preparing a list or map of local, publicly owned lands and buildings in this enterprise zone for purposes of ORS 285C.110; and

WHEREAS, Designation of this enterprise zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory and permitting processes and restrictions; nor does it indicate any intent to alter those processes or restrictions, except as otherwise done in accordance with Comprehensive Plans as acknowledged by the state of Oregon Land Conservation and Development Commission (LCDC); and

WHEREAS, The availability of enterprise zone exemptions to businesses that operate hotels, motels or destination resorts would help diversify local economic activity and facilitate

the expansion of accommodations for visitors, who in turn will spend time and money in the area for business, recreation or other purposes; and

WHEREAS, The County is interested in encouraging new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity; and

WHEREAS, The County appreciates the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Under ORS 285C.065, the County does hereby designate an Oregon enterprise zone to be named: The Curry County Enterprise Zone, the boundary and area of which are described in Exhibits 1 and 2 located in the Curry County Community Development Department.
2. CCD Business Development Corporation is hereby authorized to submit documentation of this enterprise zone designation to OBDD on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.074.
3. Designation of this enterprise zone takes effect on September 20, 2017 or later, as so stipulated by OBDD in its determination pursuant to any revision and resubmission of documentation.
4. CCD Business Development Corporation is appointed as the local zone manager for this enterprise zone.
5. Subject to grant of approval by the director of OBDD, the County would waive the distance maximum of 25 miles overall and 15 miles between separate areas within the Curry County Enterprise Zone under ORS 285C.120 for purposes of this designation.
6. The County as a sponsor of the Curry County Enterprise Zone exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business as a hotel, motel, or destination resort shall receive the property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization in the Zone.

Dated this 20th day of September, 2017

CURRY COUNTY BOARD OF COMMISSIONERS

Tom Huxley, Chair

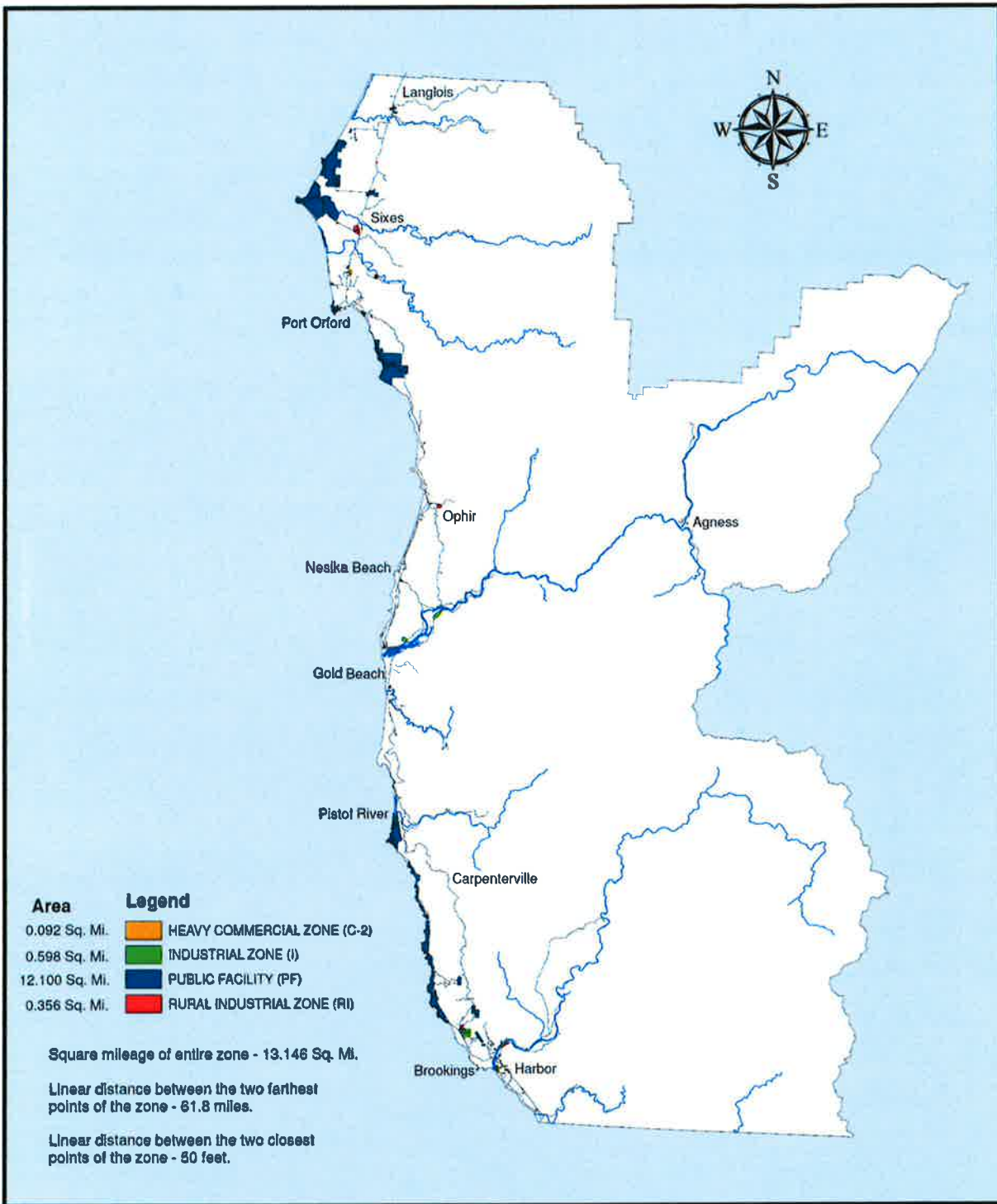
Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to form:

John Hutt
Curry County Legal Counsel

EXHIBIT 1



0 4 8 12 Miles

Date: 10/27/2016

EXHIBIT 2

Zoning - C-2, I, PF RI

LEFTMPTXLT	ZONING	DESCRIPTIO	Comment	Initials	Dated	SplitZone	AUTHORITY
3215-29A -01403	C-2					NO	Curry
3215-29A -01405	C-2					NO	Curry
3215-29A -01501	C-2					NO	Curry
3215-29DA-00100	C-2					NO	Curry
3215-29DA-00400	C-2					NO	Curry
3215-29DA-00700	C-2					NO	Curry
3215-29DA-00800	C-2					NO	Curry
3215-29DA-00900	C-2					NO	Curry
3215-29DA-01000	C-2					NO	Curry
3215-29DD-00100	C-2					NO	Curry
3215-29DD-00200	C-2					NO	Curry
3615-25CA-03800	C-2					YES	Curry
4113-04CB-02800	C-2					NO	Curry
4113-04CD-07600	C-2			jh	1/8/2009	NO	Curry
4113-05DA-00500	C-2					NO	Curry
4113-05DA-00700	C-2					NO	Curry
4113-05DA-00701	C-2					NO	Curry
4113-05DA-00800	C-2					NO	Curry
4113-05DA-02400	C-2					NO	Curry
4113-05DA-02500	C-2					NO	Curry
4113-09AB-05100	C-2					YES	Curry
4113-09AC-02300	C-2					YES	Curry
4113-09AC-02400	C-2					NO	Curry
4113-09AC-02500	C-2					YES	Curry
4113-09AC-02600	C-2					NO	Curry
4113-09AC-03200	C-2					NO	Curry
4113-09BA-04200	C-2					YES	Curry
4113-09BA-04300	C-2					NO	Curry
4113-09BA-04400	C-2					NO	Curry
4113-09BA-04500	C-2					NO	Curry
4113-09BA-04600	C-2			JH	1/8/2009	NO	Curry
4113-09BA-04700	C-2			JH	1/8/2009	NO	Curry
4113-09BA-04703	C-2			JH	1/8/2009	NO	Curry
4113-09BA-04900	C-2			JH	1/8/2009	NO	Curry
4113-09BA-05000	C-2			JH	1/8/2009	NO	Curry
4113-09BA-05300	C-2			JH	1/8/2009	NO	Curry
4113-09BA-05600	C-2			JH	1/8/2009	NO	Curry
3614-16 -00302	I					YES	Curry
3614-16 -00307	I					NO	Curry
3614-16 -00311	I					NO	Curry
3614-16 -00312	I					NO	Curry
3614-30 -00101	I					NO	Curry
4013-32A -00800	I					NO	Curry
4013-32A -01000	I					NO	Curry
4013-32D -00100	I					NO	Curry
4013-32D -00200	I					YES	Curry
4013-32D -00200	I					YES	Curry
4013-32D -01500	I					NO	Curry
4014-25 -01301	I					NO	Curry
4014-25 -01301	I		RLE 61 RAINBOW ROCK			NO	Curry
4014-25 -01302	I					NO	Curry
4014-25 -01303	I					NO	Curry
4014-25 -01304	I					NO	Curry
4014-25 -01305	I					NO	Curry
4014-25 -01306	I					NO	Curry
4014-25 -01306	I		RLE 61 RAINBOW ROCK			NO	Curry
4014-25 -01307	I					YES	Curry
4014-25 -02000	I					NO	Curry
4014-25 -02100	I					YES	Curry
4014-25 -02103	I					YES	Curry
4014-25 -02500	I					YES	Curry

Zoning - C-2, I, PF RI

LEFTMPTXLT	ZONING	DESCRIPTIO	Comment	Initials	Dated	SplitZone	AUTHORITY
4014-25 -02501	I					YES	Curry
4014-25 -02505	I					NO	Curry
4014-25 -02506	I					NO	Curry
4014-36A -00100	I					NO	Curry
4014-36BA-00100	I					NO	Curry
4113-05DC-02900	I					NO	Curry
4113-05DC-03000	I					NO	Curry
4113-05DD-03600	I					NO	Curry
4113-05DD-03700	I					NO	Curry
4113-05DD-03800	I					NO	Curry
4113-08A -00305	I					NO	Curry
4113-08A -00400	I					NO	Curry
4113-08A -00401	I					NO	Curry
4113-08A -00402	I					NO	Curry
4113-08A -00403	I					NO	Curry
4113-08A -00498	I					NO	Curry
4113-08A -00499	I					NO	Curry
4113-08A -01000	I					NO	Curry
4113-08A -01100	I					YES	Curry
4113-08A -01200	I					NO	Curry
4113-08A -01300	I					NO	Curry
4113-08A -01400	I					NO	Curry
4113-08AD-00100	I					NO	Curry
3115-00 -02700	PF					NO	Curry
3115-00 -02700	PF					NO	Curry
3115-00 -02701	PF					NO	Curry
3115-00 -04200	PF					NO	Curry
3115-00 -04201	PF					NO	Curry
3115-02 -00200	PF		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-02 -00302	PF		LANGLOIS RURAL COMMUNITY			YES	Curry
3115-02BA-00100	PF		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-08 -00500	PF		RLE 1 NORTH FLORAS LAKE			NO	Curry
3115-17 -00200	PF					NO	Curry
3115-17 -00300	PF					NO	Curry
3115-31 -00900	PF					NO	Curry
3115-33 -00201	PF		RSE 8			NO	Curry
3115-33 -01200	PF		RSE 7			NO	Curry
3115-33 -01700	PF		RSE 8			NO	Curry
3115-34 -00200	PF		RSE 8			NO	Curry
3115-34 -00201	PF		RSE 8			NO	Curry
3115-34 -00210	PF		RSE 8			NO	Curry
3115-34 -00900	PF		RSE 8			NO	Curry
3116-00 -00100	PF					NO	Curry
3116-00 -00100	PF					NO	Curry
3116-00 -00300	PF					NO	Curry
3116-00 -00500	PF					NO	Curry
3116-00 -00500	PF					NO	Curry
3215-00 -01500	PF					YES	Curry
3215-00 -01500	PF					YES	Curry
3215-00 -01804	PF					YES	Curry
3215-00 -01805	PF					YES	Curry
3215-00 -01806	PF					YES	Curry
3215-00 -01807	PF					YES	Curry
3215-00 -04401	PF					YES	Curry
3215-31AD-02200	PF					NO	Curry
3215-31AD-02200	PF					NO	Curry
3216-00 -00100	PF					NO	Curry
3216-00 -00200	PF					NO	Curry
3216-00 -00200	PF					NO	Curry
3216-00 -00204	PF					YES	Curry
3216-00 -00300	PF					NO	Curry

Zoning - C-2, I, PF RI

LEFTMPTXLT	ZONING	DESCRIPTIO	Comment	Initials	Dated	SplitZone	AUTHORITY
3216-00 -00300	PF					NO	Curry
3216-00 -00301	PF					NO	Curry
3216-00 -00301	PF					NO	Curry
3315-00 -01500	PF					YES	Curry
3315-00 -02400	PF					NO	Curry
3315-00 -02400	PF					NO	Curry
3315-00 -02400	PF		RSE 13			NO	Curry
3315-00 -02402	PF					NO	Curry
3315-00 -02402	PF					NO	Curry
3315-05CC-00400	PF					YES	Curry
3315-05CC-00401	PF					YES	Curry
3315-05CC-00402	PF					YES	Curry
3315-05CC-00500	PF					NO	Curry
3315-05CC-02700	PF					NO	Curry
3315-05CC-02701	PF					NO	Curry
3315-05CD-02600	PF					YES	Curry
3315-08B -00100	PF					NO	Curry
3315-08B -00100	PF					NO	Curry
3315-08B -00200	PF					NO	Curry
3315-08B -00200	PF					NO	Curry
3315-08B -00300	PF					NO	Curry
3315-08B -00301	PF					NO	Curry
3315-08B -00400	PF					NO	Curry
3315-08B -00400	PF					NO	Curry
3315-09A -00300	PF					NO	Curry
3315-09A -00300	PF					NO	Curry
3315-09A -00400	PF					NO	Curry
3315-09A -00400	PF					NO	Curry
3315-09A -00401	PF					NO	Curry
3315-36 -00200	PF					YES	Curry
3511-07 -00600	PF		AGNESS RURAL COMMUNITY			NO	Curry
3511-07 -00700	PF		AGNESS RURAL COMMUNITY			NO	Curry
3511-18 -00101	PF		AGNESS RURAL COMMUNITY			NO	Curry
3511-18 -01101	PF		AGNESS RURAL COMMUNITY			NO	Curry
3514-08 -00300	PF		OPHIR RURAL COMMUNITY			NO	Curry
3614-06 -00300	PF		RSE 18			NO	Curry
3614-16 -00300	PF					YES	Curry
3614-16 -00310	PF					NO	Curry
3614-16B -00902	PF		RLE 19 FERRY HOLE			NO	Curry
3615-25 -01000	PF					YES	Curry
3715-12 -00100	PF			jh	1/12/2009	YES	Curry
3715-12 -00200	PF				2/10/2009	NO	Curry
3814-00 -07700	PF		CROOK POINT	JF	5/24/2010	NO	Curry
3814-00 -07700	PF					YES	Curry
3814-00 -07701	PF					YES	Curry
3814-19 -01600	PF					NO	Curry
3814-19 -01700	PF					YES	Curry
3814-20B -00300	PF		RLE 36 PISTOL RIVER CENTRAL			NO	Curry
3814-20B -00400	PF		RLE 36 PISTOL RIVER CENTRAL			NO	Curry
3814-30 -00400	PF					NO	Curry
3814-30 -00400	PF					NO	Curry
3914-00 -01600	PF					NO	Curry
3914-00 -01700	PF					YES	Curry
3914-00 -01703	PF					YES	Curry
3914-00 -01704	PF					YES	Curry
4013-19 -00800	PF					NO	Curry
4013-31 -00200	PF					YES	Curry
4013-31 -00400	PF					NO	Curry
4013-31D -00120	PF					NO	Curry
4013-31D -00121	PF					NO	Curry
4013-31D -00200	PF					NO	Curry

Zoning - C-2, I, PF RI

LEFTMPTXLT	ZONING	DESCRIPTIO	Comment	Initials	Dated	SplitZone	AUTHORITY
4013-33 -00504	PF		RLE 49 TIDEROCK			NO	Curry
4013-34 -00503	PF		RLE 48 PLEASANT HILLS			NO	Curry
4014-00 -01300	PF					NO	Curry
4014-00 -02402	PF					YES	Curry
4014-00 -02497	PF					NO	Curry
4014-00 -02497	PF					NO	Curry
4014-03 -02100	PF					NO	Curry
4014-03 -02100	PF					NO	Curry
4014-10 -01900	PF					NO	Curry
4014-10 -01900	PF					NO	Curry
4014-11D -00101	PF					NO	Curry
4014-15A -01000	PF					YES	Curry
4014-26 -00101	PF					NO	Curry
4014-26 -00104	PF					NO	Curry
4014-26 -00200	PF					NO	Curry
4014-26 -00200	PF					NO	Curry
4014-26 -40000	PF					NO	Curry
4014-26 -50000	PF					NO	Curry
4014-26 -60000	PF					NO	Curry
4014-26 -70000	PF					NO	Curry
4014-26 -80000	PF					NO	Curry
4014-26 -90000	PF					NO	Curry
3015-35C -01501	RI		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-02BB-01100	RI		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-02BB-01200	RI		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-02BB-01700	RI		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-02BB-01800	RI		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-02BB-02100	RI		LANGLOIS RURAL COMMUNITY			NO	Curry
3115-22 -00802	RI		RSE 4			NO	Curry
3215-00 -01502	RI		RSE 10			YES	Curry
3215-09 -01104	RI					NO	Curry
3215-09 -01104	RI		RSE 12			NO	Curry
3215-09 -01105	RI					NO	Curry
3215-09 -01105	RI		RSE 12			NO	Curry
3215-09 -01106	RI		RSE 12			NO	Curry
3215-09 -01107	RI		RSE 12			NO	Curry
3215-16 -00101	RI		RSE 12			NO	Curry
3215-16 -00103	RI		RSE 12			NO	Curry
3215-27 -00104	RI					NO	Curry
3215-27 -00104	RI		RLE 5 HENSLEY HILL ELK RIVER			NO	Curry
3215-27 -00900	RI					NO	Curry
3215-27 -00900	RI		RLE 5 HENSLEY HILL ELK RIVER			NO	Curry
3215-27 -00901	RI					NO	Curry
3215-27 -00901	RI		RLE 5 HENSLEY HILL ELK RIVER			NO	Curry
3215-27 -00902	RI					NO	Curry
3215-27 -00902	RI		RLE 5 HENSLEY HILL ELK RIVER			NO	Curry
3215-27 -00903	RI					NO	Curry
3215-27 -00903	RI		RLE 5 HENSLEY HILL ELK RIVER			NO	Curry
3514-09 -00400	RI		RSE 17			YES	Curry
3514-09 -00401	RI		RSE 17			NO	Curry
4013-33 -00503	RI		RLE 49 TIDEROCK			NO	Curry
4013-33 -00510	RI		RLE 49 TIDEROCK			YES	Curry
4013-33 -00513	RI		RLE 49 TIDEROCK			NO	Curry
4014-25 -01300	RI		RLE 61 RAINBOW ROCK			NO	Curry
4014-25 -01307	RI		RLE 61 RAINBOW ROCK			YES	Curry
4014-25 -02100	RI		RLE 61 RAINBOW ROCK			YES	Curry
4014-25 -02103	RI		RLE 61 RAINBOW ROCK			YES	Curry
4014-25 -02300	RI		RLE 61 RAINBOW ROCK			NO	Curry
4014-25DB-01402	RI		RLE 61 RAINBOW ROCK			NO	Curry

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: Community Development Department Activity Report
AGENDA DATE^a: September 20, 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:** 09.11.2017
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
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Staff Report

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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



Community Development Department August 2017 Activity Report Building, Economic Development, Planning

Department Administration and funding

August revenue - \$48,423.06

- Preparation of July 2017 activity report
- Conferral and contract work with Lane County Council of Governments and preparation of mailing to property owners for Elk River Development Corporation application for utility lines related to the Pacific Gales Golf Course project.
- Update of FY 2017.2018 Planning Division fees following Board adoption of budget.
- Work with Road master regarding vehicle pricing
- Multiple building rental inquiries
- Meeting with potential Planning Commission candidate and sharing of information about the County's planning efforts.

Building Division

- Building Permits: 43 Permits issued Building Inspections: 128 completed
- Phone calls and walk in visits - 400 served Preparation of material and presentation to Board to authorize new vehicle.
- Building Permit Applications have increased since July (June - 38) Larger building projects include: new Hospital parking lot & helicopter pad completed as well as all the OHA required revision work, continuance of Curry Library expansion, near completion of new bar in Port Orford, and near completion of roof and seismic improvements at Port Orford and Gold Beach Schools.

Economic Development Division

- Continued work on the Floras Lake Forest Lands project.
- South Coast Development Council (SCDC) work, this included:
 - Meetings with the Wild Rivers Coast Alliance to discuss possible funding options for a variety of projects
 - Attendance at BOC meetings and conferral with staff on a number of projects.
- Travel Curry Coast web site maintenance and evaluation.
- Communication with CCD staff regarding a Curry County Enterprise Zone for Board review on September 20.
- Work with SCDC to provide information to local business for business expansion and work plan.

Planning Division

- Permit activity: 3 Land Use Compatibility Statements, 7 new addresses, 19 Planning Clearance reviews, 1 Conditional Use Permits – staff, 1 Final Plat review - staff , 2 property line adjustments - staff
- Interface with Elk River Development company regarding application for alternatives analysis
- Research for access easements to the cemetery outside Port Orford upon request by Port Orford City Administrator.
- Preparation for August 24 Planning Commission meeting including a new six lot subdivision and an amendment to a previously approved Planning Commission subdivision.
- Communication with ORREC and staff regarding Conditional Use Permit application.
- Multi-day conferral with Harbor Sanitary district regarding a new connector
- Phone Communication with Floras Lake area residents regarding County 500 acre parcel
- Contact and interface with DLCDD and DOGAMI regarding Natural Hazards information related to liquefaction and landslides.
- Communication with ODOT staff and preparation for BOC and Planning Commission meeting regarding the US 101 corridor plan public hearings.
- Reviewed site plans and applications for multiple projects.
- Interface with private citizens regarding possibility of pickle ball courts and subsequent communication with Parks Director and County Administrator regarding same.
- Responses to phone calls and e-mails regarding Natural Hazards; presentation to the Board on August 2. Multiple follow up meetings with individuals.
- Fielded Citizen Questions and concerns about FEMA designations over the course of about four days and conferred with FEMA staff for referral to the right person to respond to Citizen.

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

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

AGENDA ITEM TITLE: Surveyor's Report for August, 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:** September 5, 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
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Staff Report

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner 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 AUGUST, 2017

From our early primarily laissez-faire system of government, we have evolved into one of the government taking care of many functions that used to be left to the individual. One of these functions, regarding civil procedures to divide land, has pretty well been delegated to the “planners” in our society. Without debating the merits of our current system, the present planning situation is what it is.

With respect to this planning function, subdivision laws were instituted to protect the public and establish a system of establishing property lines. In a subdivision, the rules clearly dictate how the property boundaries are to be marked. However, with respect to Property Line Adjustments and Partition Plats, there are still situations where new property lines can be established without any “marks on the ground” to clearly show where these new lines are for future generations.

The Surveyor Ordinance that was passed last year solved this issue with respect to Property Line Adjustments. (The new line needs to be marked with monuments, but exceptions can be made if it would not be detrimental to the public.) However, Partition Plats were not included.

We have been working with the Community Services to develop a similar local ordinance for Partition Plats as provided in ORS 92.060(6) at least.

County Surveyor Activities during August:

We were recently able to view the migrated material on the new website. It looks good and we are looking forward to updating and adding other material with significant historical property data to the new website.

We have some (usually 3 to 6) missed phone calls each week that do not leave a message or bother to call the County Surveyor on his cell phone. That is too bad because I’m happy to take the call on my cell phone or return the call on the following Tuesday morning.

We had fewer than 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:

1 Survey was done in the north part of Curry County.
4 Property Surveys were done near Gold Beach.
4 Property Surveys were done near Brookings.
1 New Plat Map

Deposits for June: = \$2670.00

Reily Smith worked 53.5 hours in August.
Barbara Colton worked 37.5 hours in August.

Respectfully submitted,

Reily Smith, County Surveyor
Barbara Colton, Department Specialist