



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, November 15, 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. Minutes of June 28, 2017 Meeting with Chair Huxley's Notes Incorporated
 - B. Approval of the 18th Amendment to Oregon Health Authority (OHA) Agreement for Public Health Financing #148007 with Signature Authority to Public Health Administrator, Ben Cannon.
 - C. Community Development Department Activity Report
 - D. Surveyor's Report for October, 2017
4. **PUBLIC COMMENTS** (3 minutes per person; 30 minute limit for all public comment)
5. **PRESENTATIONS**

Years of Service Award for Sgt. Ted Heath 30 yrs. - Sheriff Ward (5 minutes)
6. **ADMINISTRATIVE ACTIONS/APPOINTMENTS** (5 minutes)

Order to Hire (Name to Follow) as Senior Department Specialist in Assessment/Taxation. – Jim Kolen, Assessor (5 minutes)
7. **PUBLIC HEARING**

None

8. OLD BUSINESS/PENDING ACTIONS

None

9. DISCUSSION/BOARD DIRECTION/DECISION

- A. Revenue Options . - John Hitt, Interim County Administrator (15 Minutes)
- B. Order Rescinding 'Commissioner Liaison' Roles . - John Hitt, Interim County Administrator (20 Minutes)
- C. Board of Commissioner Order Designating Certain Properties as Available for Consideration as Future County Parkland. – Carolyn Johnson, Community Development Director (10 minutes)
- D. Grant Agreement with Oregon Department of Aviation for part of County share of Federal Airport GIS grant match. – John Huttl, County Counsel (15 minutes)

10. ANNOUNCEMENTS/MEETING SCHEDULE (5 minutes)

- A. November 23, 2017 County Offices Closed for Thanksgiving Holiday
- B. December 1, 2017 Board of Commissioners' Special Meeting at 10:00AM – Commissioners' Hearing Room
- C. December 6, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room
- D. December 20, 2017 Board of Commissioners' General Meeting at 10:00AM – Commissioners' Hearing Room

11. INTERIM COUNTY ADMINISTRATOR ORAL REPORT (John Hitt, Interim County Administrator) (15 minutes)

- A. Future Agenda Items
- B. County Vehicles
- C. New Website
- D. Miscellaneous

12. COMMISSIONER UPDATES/COMMENTS (15 minutes)

- A. Commissioner Gold
- B. Commissioner Huxley
- C. Commissioner Boice

13. EXECUTIVE SESSION

As per ORS 192.610 (2) (a) To consider the employment of a public officer, employee, staff member or individual agent – Prothman Company (45 minutes)

14. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 11-7-2017

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

PROPOSED AGENDA ITEM TITLE: Minutes of June 28, 2017 Meeting with Chair Huxley's notes incorporated.

TIMELY FILED Yes No

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 11-15-17 **DEPARTMENT:** BOC **TIME NEEDED:** 2 minutes
(*Submit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes No If no memo,explain: Consent Calendar

CONTACT PERSON: John J **PHONE/EXT:** 3296 **TODAY'S DATE:** 11-8-17

BRIEF BACKGROUND OR NOTE^b: (If no memo attached)

^bIndicate if more than one copy to be signed

FILES ATTACHED:

- (1)Draft of 6-28-17 meeting minutes
- (2)
- (3)

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. Does Agenda Item impact County personnel resources? Yes No
(If Yes, brief detail)

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:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No N/A
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 a Personnel Action Form (PAF)? Pending N/A No HR

PART IV – COUNTY ADMINISTRATOR REVIEW

APPROVED FOR __Nov. 15, 2017____ BOC MEETING Not Approved for BOC Agenda because

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

(If Yes, brief detail)

ASSIGNED TO: CONSENT

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, June 28, 2017 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

Present: **Chair Huxley, Vice Chair Gold, Commissioner Boice, County Counsel Huttli, Minute Clerk Jezuit**

Absent: None

AGENDA

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE Huxley 10:00A

2. AGENDA AMENDMENTS (5 Minutes) 10:02A to 10:15A

A. Brookings Airport Pavement Management Grant Agreement (5 min)

Huxley Either Commissioners – background on why being late?

Huttli State monies, not federal. Grant calls out matching funds through Oregon Department of Aviation (ODA). State will do all the contracting. We are sponsoring this grant for the airport. Our responsibility is to maintain airport operation. Late due to one of those things. Needed by end of the month.

10:04A Move by **Gold** second **Boice** add to agenda, Consent Calendar Carried **unanimously**

Huxley Where to move? OK with consent? Yes

Boice That would item 7Q?

Huxley Yes

B. Retain Prothman to Recruit County Accountant (10 min)

Huxley This was on 6/7 meeting to be heard. Last minute, second candidate applicant came in, so it was pulled.

Boice This is in addition to the \$10,000 allocated

Huxley This is a whole separate item. Not to exceed \$7,500.

10:07A Move by **Gold** second **Boice** add to agenda to discuss further. **Carried unanimously**

Huxley Make it 12B

Huttli Anything for labor negotiations **Payroll and Personnel Coordinator Swift?**

Swift No

Huxley New business on Intergovernmental Agreement (IGA) Dispatch -- move up as Gold Beach attorney on the clock. (Moved up after agenda item 4 – began discussion at 10:18 (page 8))

Gold Move to right after 4?

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Boice Do we want to do IGA and Sheriff's office?

Huttl Hangar leases called are renewals, not amendments

Gold That's 7D – 7G, not amendments

Boice 7H Has a couple questions. Shouldn't take long?

Huttl Recommends administrative action appointments Section 8

Huxley Move 7H to 8H

Boice 70 Recognize Rick Warren for volunteer work and donation of several \$1,000 of equipment.

Huxley Questions on 7K. Move 7K to 8I

Huxley Move 7M to 8J

3. APPROVAL OF AGENDA

| |
|---|
| 10:15A Motion by Gold Second by Boice to approve agenda amendments as discussed. Carried Unanimously |
|---|

4. ANNOUNCEMENTS (5 Minutes) 10:16A to 10:18A Huxley

A. July 1, 2017 Vets Day at McVay Rock State Park at 10A -- Harbor, OR

B. July 4, 2017 County offices closed

C. July 5, 2017 Board of Commissioners' Meeting at 10A – Commissioners' Hearing Room

D. July 12, 2017 Board of Commissioners' Workshop at 10A – Commissioners' Hearing Room

Huxley Will be changed to a day in the future.

E. July 19, 2017 Board of Commissioners' Meeting at 10A – Commissioners' Hearing Room

5. PUBLIC COMMENTS (3 minutes per person; 30 minute limit for all public comment) 11:58A to 12:13P

Lauren Paulson. Handout has an executive summary of Re-Home project. Will come back after you have read and discuss further.

Huxley We will have this entered into record has a supplemental.

Paulson Will come back

Huxley Connie Hunter on Veteran's and Allcare

Hunter Wants to talk on behalf of veterans. 26.7% of Curry population are veterans. Thanks for Jane Stebbins on today's article on page 3A.

Hunter we talked about grant money that's available. We talk about Veteran about Outreach. The Allcare grant can provide housing. This year are members are older and have some health problems. If Allcare could give \$20,000, would keep a lot of veteran's off the street.

Hunter Additional wrap around services. \$5,000 from Allcare will make a huge difference. Active duty military sometimes have to use food stamps. Advocating for Curry County veteran's service office budget. \$10,000 grant All care for County support part time staff for County vet service office.

Hunter We have huge issues in veterans community. Could use about \$5,000 to unify that. Had former Commissioner Brown come out.

Huxley Hunter will you try to wrap it up please

Hunter Veterans groups do not always feel included. Wild Rivers community. Radio. Community booth. We need extra funding for outlying areas especially in area of native American community.

Huxley Lea Sevey

Seavey Oasis Shelter Home. Presented document to Board. Former **Commissioner Brown** promised Oasis \$18,000 to \$20,000 Today asking for kind enough to allow Oasis \$25,000 to rent a house. Supportive housing.

Seavey Help person make transition from shelter to a permanent location. Funding may be lost to victim services, not housing. Hoping Board of Commissioners bequeaths \$25,000K to Oasis.

Boice You'd hold the money in reserve until find a suitable location? Could be anyone of the 3 communities?

Gold Grant has very specific purpose. Given to the County to do study.

Seavey Brown went to Allcare in Medford as asked Allcare. Yes it can be used for housing.

Boice Sam Engel and Josh Balloch, both have made it clear, Allcare is very flexible.

Huxley Will take lunch break.

Boice Break for 45 minutes

Gold 1PM?

12:13P **Huxley** We will recess until 1:15P

6. PUBLIC HEARING

7. CONSENT CALENDAR 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7I, 7J, 7L, 7N, 7O, 7P Added Item 2A 1:15P to 1:29P

A. Recommended pay decrease effective July 1, 2017 – Surveyor (5 min)

1:15P **Huxley**

Huxley Surveyor volunteered for a \$9 per hour per decrease

B. Western Oregon Advanced Health (WOAH) Coordinated Care Organization's (CCO) Curry County Advisory Committee (CAC) membership application (5 min)

C. Brookings Airport Hangar 3B Amendment to Lease (5 min)

D. Brookings Airport Hangar 8 Amendment to Lease (5 min)

E. Brookings Airport Hangar 1D Amendment to Lease (5 min)

F. Brookings Airport Hangar 1A Amendment to Lease (5 min)

G. Brookings Airport Hangar 5 Amendment to Lease (5 min)

1:19P **Huxley** This is a lease renewal on the 5 hangars.

H. Renew Contract with Carleton Law Office for Assistant County Counsel for fiscal year 17-18 (5 min)

Huxley Did not see contract extension was not attached to the agenda.

Huttl When preparing packet, trying to reduce number of pages in packet. Rate works out to \$25/hour.

Huttl It was hard to reduce this agenda with content that's in there.

I. IGA with Oregon Youth Authority (OYA) for individualized services (5 min)

J. IGA with OYA for Juvenile Crime Prevention (JCP) basic services and Diversion services (5 min)

- K. OYA Lease #2133 with Juvenile Department (3 min)
Huxley Reference to square footage \$280/month for 64 rental able sq ft. previously had higher rate for 150 sq ft. Seems very very expensive to normal leases. Had signed some lease for \$.25/sq ft
- L. Adoption of an Existing Position Description - Corrections Deputy (5 min)
- M. Public Transit Agreements No. 31916, 31999, and 32185 (State of Oregon and Curry County) (10 min)
Huxley Text in documents almost unreadable. They were not legible. **Huttl?**
Huttl They were difficult to read. If you put document at 100%, it's readable.
Huxley Isn't it extremely light?
Huttl don't think there is a legal problem here.
Gold They're under a time deadline here.
- N. New Hire / Summer Work Crew (5 min)
- O. Boice Cope camp caretaker agreement (5 min)
- P. Agreement with Wild Rivers Mountain Bike Association (WRCMBA) and Curry County (5 min)

1:19P Motion by **Gold** Second by **Boice** to approve consent calendar items 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7I, 7J, 7L, 7N, 7O, 7P and item 2A. **Carried Unanimously**

1:29P Motion by **Gold** Second by **Boice** to approve 7K, 7J, & 7H as written. **Carried Unanimously**

8. AMINISTRATIVE ACTIONS/APPOINTMENTS 1:29P to 1:54P

- A. Abel - Insurance Proposals for SAIF Workmen's Compensation coverage (15 min)
Huxley Work comp coverage
Huttl Agent of Record
Wendy Abel-Hatzel, Abel Insurance Wanted to give you different options
Amy Timeus You should have the Workmen's Comp proposal. It's kind of a summary of what you have now. Payroll audited at the end of every year. For 2016 -2017 payroll estimated at \$5,614,7000. At end of June, 2017, there will be an audit.
Timeus 2 options –Increasing payroll \$5,854,030. If go w/option 2 premium will decrease about \$6,100 due to experience modification going from .98 to .79. Recommending option 2. Any questions?
Boice Experience rating – how do we compare to other counties?

1:34P Motion by **Gold** Second by **Boice** to go with option 2 as recommended by Abel Insurance and we are paying upfront to get 3.5% discount. **Carried Unanimously**

- B. Abel - Insurance Proposals for Airport Liability Insurance (15 min)
Timeus currently at \$10,000,000 of coverage. Recommend you maintain. \$3,019 per year.

1:34P Motion by **Boice** Second by **Gold** to accept option 1 as presented. **Carried Unanimously**

C. Abel - Insurance Proposals for CIS Liability, Property & Crime Insurance (30 min)

Huxley

Abel-Hatzel County currently has with CIS \$7,000,000 per occurrence. Look at Tort limits in ORS 30.271 to 30.272. County is under \$2,000,000 for all claims, injury and property damage, for any 1 time. Take that into consideration when look at options. Presented 10 different options. Recommends go with \$5,000,000 limit. Based on County experience and what others are going through. Also included excess cyber security liability. Nondeductible. Looking at annual premium of \$207,910. Proposing aggregate deductible or a retro plan. Recommendation is to go with 60/130. So you're paying 60% of the premium of front, capped off at 130%. With a \$5,000,000 per occurrence limits.

Abel-Hatzel Questions on hand outs in packet? We did meet with each commissioner individually. You're not having unlimited exposure out there.

Huttl You also took time to present to me. With options going forward, is there a look back? Claims in pipe line will not affect ratio.

Abel-Hatzel effective July 1, 2017.

Huxley The cap of \$130,000?

Abel-Hatzel doesn't have to do with number of claims, just maximum pay out.

Huttl Reason for \$5,000,000 plan – ties into tort claim act.

Abel-Hatzel Yes local level is \$2,000,000. Tort cap limit is dependent on jurisdiction where loss occurs. You have carried a much higher limit than other Oregon counties & municipalities.

Boice Which one of these 4 options would be closest to 16-17?

Abel-Hatzel The basic option.

Huxley Recommended is \$121.

Abel-Hatzel Recommendation is to go with 60/130 retro plan.

Huttl The \$277,532 max premium does the premium paid front counts toward losses already paid.

Abel-Hatzel Look at base premiums – \$213,046 CIS liability costs. Then credits applied.

Huttl 60/130 plan. If we just keep doing what we have been doing, we will likely recognize saving. We're looking at \$80,000 in savings.

Gold \$86,612

Huxley It's a risk. Statistically it's prudent.

Abel-Hatzel The brand new deductible will apply if there's a jail claim due to lack of medical care.

Gold The savings should be put into a special fund for the deductible. Big proponent of bigger deductible.

1:51P Motion by **Gold** Second by **Boice** Re: CIS Liability to go with option 10 60/130 retro plan presented for a total of \$121,298.84 for \$5,000,000 option. **Carried Unanimously**

Abel-Hatzel presented 2 options to renew. Current premium is \$57,194 with a \$1,000 deductible. This includes insured values of \$46,319,766. Looking at past 15 years claims history, recommendation to go with \$25,000 deductible for premium of \$36,994. This is for County property. Nothing to do with property damage due to liability.

Gold It's a little less than \$12,000 in savings. For high deductibles.

Abel-Hatzel The County has several years of no claims.

1:54P Motion by **Gold** Second by **Boice** Accept option 3 with \$25,000 deductible. **Carried Unanimously**

D. Order adopting Elected Official Travel Policy (15 min) **POSTPONE TO JULY 19**

1:56P **Huttl** Let's get through travel policy. This will take a lot of time.

Huxley Spent a couple of hours going through travel policy. Only 4 pages, but looking at one back in March, 2017, have a lot of questions and suggestions. Could spent a hour talking about this

Gold Postpone to Jul 5th?

Huxley Not necessarily July 5th, waiting for a County Administrator to interface with this, too.

Boice Agree with both **Gold & Huxley**

Huttl Middle of the month? July 19th?

1:59P **Huxley** Postpone to July 19th.

2:00P **Huttl** Will pop out to discuss with City of Gold Beach attorney **Monson** Dispatch IGA.

2:00P **Gold** Get it done.

E. Order directing return of Grant Funds to Allcare (10 min) 2:01P to 2:15P

Huxley I put this on agenda. Agenda Routing Slip (AGRS) drafted by **Huttl**. Read AGRS.

What was incorrect in the proposed order was returning \$100,000. Actually \$99,172. At this point it's prudent and timely and expeditious to return this money to Allcare to disburse as they see fit. My proposal and request.

Gold More expertise in this area. Received a call from homeless advocate feels it's best to give money back to Allcare.

Boice Here the term local control. **Connie Hunter** does not have a specific project. She left AZ early to be here today. **Lauren Paulson** gave a 15 page proposal. **Lea Sevey** waiting patiently. The reason this money went to Curry County was because Allcare does believe we have knowledge and foresight to bring our communities together.

Boice Original grant was for learning about housing. If monies go back to Allcare, will not be end of the world. Letter from Umpqua Neighbor recommending a long term study.

Boice What is homeless population? What is inventory of buildable lands? Zoning changes on these lands?

Boice Example of London apt complex that burned down. Horrible.

Boice We have opportunity for local control. Roseburg is funding a similar project.

Boice We have responsibility to take a lead on this not just pass it. There are a couple more. Jim Johnson like Connie Hunter and Mary Rowe has spent time helping people. Beth Barker Hildago, ORCCA, has a good project. This is a way for us as a board to give Allcare specific comprehensive project plans to make this.

Gold Who wrote letter?

Boice Arthur Chaput NeighborWorks Umpqua.

Gold Main concern original purpose of grant was to do a study. Number of entities are wanting monies for projects.

Boice If we take \$20,000 of that \$100,000 and teamed up with Roseburg, it would be much more affordable. A letter from Sam Engel, we understand since this grant was approved and offered that housing needs have gotten worse. They said if you bring responsible, good project, Allcare will at least, for now, waive the requirement \$100,000 was in particular for a housing study for Curry County.

Gold The only way I would not send money back, if we did get direction from Allcare. Let's come up with a specific project and run it by Allcare. So give it say 2 months.

Huxley We haven't done anything in 18 months. Asking for motion to return the money and to let Allcare take care of need.

2:15P Motion by **Gold** Second by **Boice** To postpone it for 60 days, come up with projects here in Curry County that are worthy of the money. **Carried Gold Y, Boice Y, Huxley Nay Carried 2-1**

Huxley Who will take lead?

Boice I will gladly take on that lead. **Huxley**, you didn't answer if you were willing to let me take that lead.

Huxley You had something down on commissioner liaison changes under Item 13. Can do whatever there.

F. Association of O & C Counties dues for 2017-18 & 2018-19 (15 min) 2:16P to 2:20P

Huxley Put here by **Hutt!**? Bill from AO CC

2:16P Motion by **Boice** Second by **Gold** Re: to pay \$18,000 for 1 year (17-18 FY) to get dues up to date as it was budgeted for. **WITHDRAWN** 2:20P

Huxley Was it budgeted?

Boice It was. With AOC and not connected with Association of O & C. Tremendous benefit for all counties. Not sure this was budgeted. Let's confirm and withdraw motion.

Gold Will withdraw motion. Will take it upon herself to review.

G. Master Payroll Fiscal Year 2017-18 (5 min) 2:20P to 2:31P

Huxley Julie Swift

Swift Salary and wage schedules for next year. Includes range 19 for County Administrator. Boice laughing – say that again please. Swift repeats reference to range 19

2:22P Motion by **Gold** Second by **Boice** to approve master payroll as presented **Question not called.**

Huxley Has some questions. On page 271 of the proposed order it shows the Sheriff receiving an increase of about \$14,000. What is that?

Swift It was in budget. It was to move his former PERS contributions into his salary.

Gold That was voted down.

Swift That was for 16-17 FY year. Not 17-18 FY. It was budgeted at that rate.

Huxley This is lacking transparency. On May 3rd, it was Item 6C Payroll distribution change.

Swift My memory: It was discussed retro to January, 2017 and to put into budget for next year.

Huxley I do not remember that. I would not have approved.

Gold It was not to go to Sheriff because it would set a precedent for individuals who were retired to get their PERS benefits.

Ward No increase to Sheriff's salary for over 10 years.

Gold You're asking for an increase of \$14,000. Nothing to do with PERS. Budgeted, approved and adopted.

Gold This is kind of through the back door here.

Boice Mr. Chair if I may? A month or so ago I had apologized to the Board and the community for getting the Planning Directors salary comparted to the Sheriff's salary incorrect. I want to

offer you something here for the record that shows the fact that the Community Development Director get \$102,000 annually and the Sheriff get \$95, \$96,000. So there is no need for me to **Boice** Has some resentment here. To come to ask for a pay raise. I hope you'll withdraw your motion. It shows a real lack of respect for the Sheriff. I don't mind voluntarily knocking down my salary.

Gold The only reason total cost is higher, **Community Development Director Johnson** is getting PERS. The Sheriff is not. **Johnson** base salary is \$2,000 less than Sheriff.

Boice Do **Huxley** and **Gold** think it's equitable for **Johnson** to get that when Sheriff has 40 people. He's on call 24/7. **Johnson** response works 4 days a week and 3 people and outsources a considerable amount of her work. It's mind boggling it's not in some way prejudice.

Boice – Has plenty more to say but will stand down now – thank you.

Gold Adamantly oppose giving PERS money as an increase. Kinda of a back door thing. Not brought before the Boards.

Swift I will amend that.

2:31P Motion by **Gold** Second by **Huxley** Motion to amend this to not include this. **Huxley** Y; **Boice**, **Nay**; **Gold** Y Carried 2-1.

9. PRESENTATIONS

10. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

11. NEW BUSINESS 10:18A to 11:57A

A. Dispatch IGA Gold Beach and Curry County (15 min)

Huxley Huttli Any comments?

Huttli Genesis of this agreement is Sheriff's office putting out dispatch service. Previous work place had agreements. Idea to put in writing to do what had been doing prior years. Sheriff submitted 9 IGA's. Every jurisdiction signed, except City of Gold Beach declined to sign. Now, renewals went out in April, 2017, all agreements approved except City of Gold Beach. Since last July there have been some meetings about this agreement. City of Gold Beach came to Board of Commissioners to put City of Gold Beach authored agreement on the June 21 General Meeting agenda. Put both Board of Commissioners agreement and City of Gold Beach Agreement on the June 28 General Meeting agenda. Would like Sheriff to come up and discuss, too. You might recall our Roads Department has standard IGA for services. The genesis followed some level of industry standards. My analysis is that is legal & reasonable. Did not see any good basis for using City of Gold Beach agreement. Sheriff not interested in providing IGA dispatch services to City of Gold Beach under terms of their agreement.

Just handed out. Sheriff runs his office, responsible for all citizens

Huttli Reads State ordinance. Sheriff has authority to enter into agreements. If the Board of Commissioners adopts City of Gold Beach agreement, and Sheriff decides not, there could be a conflict, then **Huttli** cannot represent either. If there are questions, would prefer Sheriff to answer.

Huxley Sheriff?

Tamie Kaufman City Council Here to forge stronger partnership with County. Last year added 1% lodging for Event Center. We are partners with County. **Huttli** has said that on July 1 the

County is considering interrupting or ceasing dispatch service. Please do not stop services on a holiday weekend.

Jodi Fritts, City Manager, City of Gold Beach. Will be brief. City of Gold Beach is here, we are about public safety. Wants to ensure police and fire personnel are safe. IGA presented in April, 2016, 2 parties work together. That has not occurred with this IGA at all. Did not sign, but will continue to pay. Have presented 4 minor changes to the IGA. Offered to pay 17% more than annual \$35,000 has been paid since 2012. Each version has been rejected outright. We have continued for 14 months to keep lines of communications open. We find County saying only this agreement is acceptable is both childish and irrelevant. What other entities say does not apply to City of Gold Beach as City of Gold Beach is not the same as other dispatch users. Not a fair comparison for what other were offered. Atrocities of war have nothing to do with peace discussion. Our agencies can come to a mutual agreement. Mutual agreement cannot be reached if we threaten each. I know we can work together to get to yes. We want to be good neighbors, we want to partners in public safety to get to a yes.

Christy Monson City of Gold Beach attorney.

Hutt City of Gold Beach version of IGA can be found on page 386 of packet.

Monson City of Gold Beach have some other concessions that may work. Will discuss later. In August, 2016, we had provided a pretty standard for 911 dispatch services, but did not match counties form. We ditched that and went with County's standard form. Also asked for comment – trying to open dialogue. Changes made found in Section 2. The term by County was 1 year. City of Gold Beach wants 3 years. City of Gold Beach not opposed to shorter term. Since longer term, what if someone wants out, County can you provide can provide a year's notice, if City of Gold Beach wants out 120 day notice. What could be done here would be both parties giving 1 year notice. City of Gold Beach proposed would need more time than 90 days for City of Gold Beach to find service.

Monson Other change is in section 3. The County has said will provide 24/7 dispatch services to include A-M. City of Gold Beach wants to added to more detail – defining dispatch services. Police, fire and after hours.

Monson Re: A-M City of Gold Beach believes clarification necessary. If County does not want to change, City of Gold Beach OK with A-M.

Monson Next change, page 4, last paragraph similar & related services may be provided by both parties. System upgrades.

Monson Update services – City of Gold Beach would be responsibility for own equipment, added necessary to maintain compatibility. Added if County is seeking none subscriber owned, not owned by City of Gold Beach, City of Gold Beach will help pay for that. But first check with us, we need to plan out budget. We have to reasonable.

Monson Other change 4E how to make changes for non-mandated changes. City of Gold Beach does not want to meddle with County system. City of Gold Beach shall pay a pro rata share divided among users by percentage of use for County upgrades. City of Gold Beach wants to make sure they are paying a fair share and not paying for all of it.

Monson Section 8 Re: Prior agreements. In 1990 had IGA for manage and oversee for dispatch services. Looks like that IGA not acted on fully. This agreement supersedes and nullifies all prior agreements. City of Gold Beach position to let 1990 agreement lie. On Section 8 a compromise. City of Gold Beach could strike Section 8 as a compromise.

Monson Section 10 Proposed outside resolution language after talk, could meet with a mediator. We designated parties to meet and talk, City of Gold Beach open to whatever parties County wants to designate.

Monson City of Gold Beach willing to pay more than what County is requesting. City of Gold Beach proposed flat fee of \$41,000 and 2% escalator every year if County went with a multi-year contract.

Monson Those are proposals – any questions?

Gold Real concerned about getting some kind sort of an agreement. Listened to both sides, want to do what's in best interests of all citizens. **Fritts** unable to budget with Sheriff's proposal. Another concern was no definition of what constitutes a call. Will put in Exhibit B.

Gold Very concerned 911 would be cut off over July 4th weekend. The dispatch services would be cut off. Not totally aware of dispatch and 911 are. If dispatch cut off, that could cause problems.

Gold No itemized billing. Sheriff said they can address that.

Gold Let's come together and get this done. Sounds like you're willing to negotiate.

Monson Gold you're spot on what is dispatch and what is 911. It's important whatever definition is so everyone is on same page. Re: What is a call? Proposed flat fee to stop haggling over it. City of Gold Beach wants to pay for services using, if they go over.

Huttl Page 385 of Board packet. Agenda Routing Slip (AGRS) process dated June 14 Surprised to see this filled out. Legal part – to avoid potential litigation with City of Gold Beach.

Monson Thinks it was filled out to avoid any escalation into litigation or other adversarial process.

Huttl Re: Mediation. There is a process in State statute for mediation. Sheriff's department has declined to adopt City of Gold Beach language changes. City of Gold Beach agreement did not include (page 391) Sheriff being involved in mediation.

Huttl there were flaws in June 14 submitted agreement.

Monson Oversight not to include the Sheriff as part of mediation. City of Gold Beach willing to accommodate negotiation

Monson State statutes require Oregon Emergency Management (OEM) to serve as a mediator if there's a disagreement. OEM has never done it. If triggered and doesn't work, it goes start to binding arbitration. City of Gold Beach wants softer wording that what's in County agreement.

Boice Would OEM be free?

Monson OEM needs to run it by Department Of Justice (DOJ).

Monson OEM admittedly has never used the statute.

Huttl Page 398 subscriber can request. There is a provision if there is disagreement. Any customers can bring to Board of Commissioners to discuss their costs. There is no provision.

Monson City of Gold Beach has a slightly different interpretation. **Huttl** please read.

Huttl Page 4 of City of Gold Beach authored agreement.

Monson City of Gold Beach concerned about only cost allocations which can be mediated. It's complex with dispatch, emergency respondents. Need a provision for other than money issues. That's why City of Gold Beach needs a broader provision.

Huxley Listening to the back and forth on this – I was an earlier member of that Board. The original agreement was a template. Each agreement was different in that it addressed who the subscriber was. **Huxley** would agree to sign template, and then sign a document, only if he could read document first.

Huxley It was a template. It had been signed. Had it been a template that was fixed and nonnegotiable, then it would be signed. My expectation is it as template subject to negotiation.

Huxley As you acknowledged **Monson**, Sheriff should have been included. Reviewed E-Mail communication. Believes **Boice** originated this E-Mail sent to **Fritts**, sent to Sheriff, **Espinoza**, Port Orford Police Chief Hank Hobart, and Sgt Tracy Wood.

Huttl Are you reading that E-Mail into record?

Huxley Yes.

Huttl Who sent it to you **Huxley**?

Huxley Given by **Fritts**. **Huttl** wrote, “Disregard everything **Fritts** says.” Unfortunate it was put into writing.

Monson City of Gold Beach cannot allow 911 services before July 4 weekend to be stopped. City of Gold Beach may file an injunction or some type of restraining order if July 4th dispatch services are stopped.

Huxley Noticed math errors on the cost formula page of 8 or 9 of the 12 agreements. A very large error on Port Orford ambulance. They were charged \$6,510 instead of half that amount.

Monson City of Gold Beach remains interested in coordinator user group meetings to discuss issues and how things are working. Usually there is an IGA creating an user group. City of Gold Beach very interested in that.

Huxley Agree to a large degree with City of Gold Beach proposal. The one thing would help would be items under section 3 definition of radio dispatch. Etc.

Boice You decided to not identify what that E-Mail was about. It was to bring all parties involved. The lack of agreement is what you see in Curry County perceived around the State. If was a long shot to try to bring all parties together, Boice did not take sides. If anyone wants this E-Mail, I’ll send it to them. We don’t get any more law suits for this County.

Huxley Just a comment. Protocol and procedure, I passed, as we normally do, to the Clerk the copy. It’s not to be taken back by anyone at that time.

Gold Point of order -- Let’s just bury the axe, OK?

Monson The City of Gold Beach’s position is threefold: (1) Would like Board of Commissioners to vote today to direct staff not to alter 911 dispatch services to the City of Gold Beach (2) Would like County Commissioners to approve City of Gold Beach proposed agreement. (3) If not, then (1) direct staff to work with **Monson** to amend agreement or (2) direct staff to jointly work to appoint a mediator to get both sides to come together. City of Gold Beach just wants an agreement and to forge a strong relationship.

Huxley Sheriff Ward?

Ward We’ve been working on this for over a year. 2015-2016 FY looking for all contracts for budget process asked for all contracts. Noticed there weren’t any for dispatch services. Found out it was a handshake deal between past Sheriff and past City of Gold Beach City Administrator.

City of Gold Beach paid that every year. That put County in a liability situation hole. Met with **Huttl** and **Espinoza**, need a standard dispatch agreement. **Huttl** did that. Hand delivered that to **Fritts**. Any issues, come see me. Never heard a word. Finally got City of Gold Beach to come to meeting at Sheriff in August, 2016. Explained dispatch services, justice systems. We told by all 3 they were satisfied. ½ hour later got a call from Chief Dixson who said they we’re going to sign.

Nothing got back. In November, 2016, started getting public info requests. Directed **Espinoza** to comply. **Fritts** wrote an E-Mail saying you guys have done everything we City of Gold Beach has asked. Didn’t hear anything until April, 2017, when standard form dispatch agreements sent out to all subscribers. Does not recall it being a template. All signed except City of Gold Beach.

Ward told he couldn’t talk to City of Gold Beach. **Ward** let **Huttl** handle all communication.

Ward We’re not shutting off 911 services to City of Gold Beach. We get money from State to provide 911 services. If City of Gold Beach can handle call, Sheriff will. Fire will be uninterrupted. Dispatch services – non emergency calls get forwarded to City of Gold Beach. Does not get anything from City of Gold Beach. Haven’t had a chance to view anything.

Ward City of Gold Beach asked what is a call? Any work we provide in any form.

Huttl Those calls, there is a justice server and a program.

Ward County owns a justice server. We own system. City of Gold Beach piggybacks on that. City of Gold Beach can get any information we have access to.

Ward all agencies tagged by what they produce. There is a whole history. Trying to provide service and do it legally.

Ward Huxley E-Mail comment – a lot of comment from **Fritts** that wasn't accurate. Blown up on social media. It was ridiculous.

Ward 3 topics (1) Not offer change to City of Gold Beach dispatch services (2) what is a call, (3) being able to budget for dispatch. Everything is based on usage. Use more, get charged more. Nothing done on a flat rate basis.

Boice Is there a way. Can we live with **Monson** changes proposed?

Huttl The agreement City of Gold Beach wants us to enter is different than one in the agenda.

Boice Is it more conciliatory?

Huttl It's interesting. We talked about their Exhibit B what a call is. Since then it has been dropped. They were expecting to see a list of all their calls. They have access to our justice system. They have a VPN to our server -- they can see all their calls.

Huttl Re: Budget – Sheriff has moved off his initial point -- will do it not exceed \$41,000. Having a hard time

Huttl City of Gold Beach is requesting adopt their agreement. When you ask what is easy solution? Adopt this. Change Exhibit B to include not to exceed \$41,000 and include definition of a call. Let city Council decide. The County agreement will give City of Gold Beach all they want.

Ward we can make charges in upcoming year. Will not have different contracts with different entities. If City of Gold Beach wants to change something, have no problem looking at it. But, not to decide at the 11th hour.

Huxley did you say you hasn't seen their proposal until this morning?

Ward correct. Saw it this morning about 2 hours ago. Their agreement does not have sign line for Sheriff

Gold Would you be willing, for 1 month, to give them dispatch services while you work it out?

Ward OEM said they have no issue with what we are doing. They do not want to deal with dispatch. OEM does not want to get into dispatch.

Ward We've been doing this since April, what's going to solve it now.

Gold They want to use what we have -- for just 1 month.

Ward We are at an impasse here.

Huttl **Ward** is saying there are a lot of different ways to say things. The real key is to say Sheriff's Department understands it. If City of Gold Beach doesn't want to change what we're doing, sign document – it wouldn't change anything.

Huxley Boice and Monson?

Huttl 3 year agreement will not work.

Ward We were told by road department tower maintenance fees, which are not spread out over the users, will go from \$11,000 to in excess of \$50,000.

Gold City of Gold Beach had already agreed to 1 year.

Captain Espinoza. This has been a long process. The genesis to have an agreement. You pay us, \$35K, what do you get. Tried to configure a way to get a formula for their budget. Noticed volunteered fire department did not use service as much. If we want to a flat, then would like at % usage. Spent a lot of time on this contract and other similar contracts. Worked with Justice. Wanted to make sure they were capturing as accurately as possible. 911 call starts with address. That starts tabulation. Want to make sure that is accurate. Try to do the best we could. Good community partners. Provide 24/7 staff. We do not want dispute resolution come before Board of Commissioners. That is my job.

Espinoza Get calls from City of Gold Beach about what dispatchers do. We work it out. Have presented to City of Gold Beach. Things were going well. Tried to be transparent thru this whole thing. Want to be good citizens.

Huttl can we go for a month? **Huxley** is City of Gold Beach agreement more clear to you? Wondering if we want to continue this item to later today, take a hard look at section 3. We have **Monson** here And command staff here. We should pick one or the other.

Huxley Monson?

Boice Heard County willing to move any aspect of this.

Huttl We have moved. Everything is negotiations.

Monson City of Gold Beach remains willing to negotiate, but not just for section 3. If we can get a vote or direction from Board of Commissioners that dispatch services will not get interrupted during the interim. City of Gold Beach has provided over 6 proposals. Remain open to reasonable small changes that would help City of Gold Beach.

Boice Wants to offer, leave the past where it is. Let's keep that completely off the table.

Monson Has been in contact with our insurance agent which is also County insurance agent. They strongly support contract & mediation.

Huxley Using example of Section 3 was not just limiting that to it.

Huttl Other than section 3, there were not many changes. Hoping to get agreement in place without controversial items

Monson Draft as written now would require City of Gold Beach to pay for all system upgrades with no discretion on the City of Gold Beach's part.

Huttl Everyone is here today, so we can negotiate terms. If Board of Commissioners not ready to vote, then keep that same.

Monson Need Board of Commissioners to say dispatch and page 11 services not be involved. For the good of the public.

Huttl Sheriff's agreement. Citizens would not be put out. Would not provide dispatch services, but will provide 911 services.

Monson attempt to answer, if City of Gold Beach does not respond, then Sheriff would respond.

Monson Dispatcher do not know if a 911 call is an emergency until arrive on the scene. City of Gold Beach will happily re-negotiate with County.

Huxley We are almost at lunch time. It's worth at least for **Huttl** and **Monson** to come together. I would not vote to put someone's life in danger.

Huttl Do you see approving Sheriff's agreement as putting someone's life in danger?

Huxley Board of Commissioners has option to approve 1 or the other. Would vote a certain way.

Boice We have 3 speakers.

Huxley More than willing to hear 3 speakers. We will continue this discussion. We will go to Public Comments item 5

3:23P **Huxley** IGA Between city of Gold Beach and Curry County 3:23P – 3:28P

Fritts Worked out IGA with Sheriff and City of Gold Beach. City of Gold Beach Agrees with all documents **Huttl** presented.

Huttl Document reflects a lot of changes for City of Gold Beach. City of Gold Beach showed a lot of spirit of cooperation on this.

Ward and **Fritts** signed document.

Huxley 2?

Gold Really glad you were able to compromise

Huttl They want duplicate original agreements.

Huxley Separate agreement for fire?

Huttl 1 agreement with 2 copies.

Kaufman Just wants to thank everyone for working so hard on this today.

Huxley Dave Barnes?

3:28P **Barnes** Will pass. Hold comments for next meeting.

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

12. OLD BUSINESS

Overcharging of south Curry County citizens by Sutter Coast Hospital (2 min) 2:33P to 2:56P

Gold Read letter.

(To see the letter please go to the Curry County website, Board of Commissioners, June 28, 2017 meeting, Packet, page 409 or come to the Board of Commissioners office)

Gold Would like permission for Commissioners to sign this letter and send it off.

Boice It's well written. My allegiance is to Curry Health Network and Curry General Hospital.

Gold Proposal to have a collaborative workshop on potential expanded healthcare.

Huxley Would like to see some data, proof, before I'd ever sign my name to something.

Huxley Sutter Coast is charging up to 10 times more than other. Wants to see some data before signing.

Boice Sutter Care Hospital Administrator is here. Let's let him present.

Huxley 2nd paragraph, 2nd sentence. I do not enough data to sign this.

Gold 97415 only 15 rooms. Would you be more comfortable with actual sources for the bills?

Huxley Yes

Boice Let's let Sutter Administrator address Board of Commissioners now.

Huxley Sutter Coast?

Carlos Priestly. Sutter Coast Hospital Administrator. Wants to know more about this topic. If you want to go into specifics of letter at a future point. I'm available to do so. The letter sounds very similar to a letter drafted in Del Norte County. It was responded to by Mitch Hanna. We have given M Care notice they need to contract with in network providers in Crescent City and Curry County area, or we will terminate their contract. Does not recall precisely how much time. Biggest problem is with M Care. Sounds like you are addressing it. **I will withdraw this letter at this time.**

Priestly Within past couple of months. We made a conscience decision to purchase a 3D mammo unit and install it in Brookings. By installing in Brookings, we can charge less for it. 3D mammography is 40% more effective than 2D. Means number of false positives are less. Number of call backs are less. Not having woman return to get an additional mammogram.

Gold Advised individual to get quotes to find out what a MRI costs. Cost ½ less in Medford.

Priestly Sutter has a charity care program. Sutter Coast has offered over \$38,000,000 in discounted care over past 10 years between Brookings and Crescent City for discounted or free care.

Gold These individuals were not indigents. Had o pay out of their pocket.

Boice Brookings is the big wild card here. Invited you to do a tour of Curry General Hospital and meet Ginny Razo and her staff. Brookings, south of Pistol River, has 65% of our population. We do not have OB right now. Only have about 120 babies born a year in the County.

Priestly Let's talk. Data point: We do collaborate. All our beds were occupied. We called Curry and came to an agreement for about an 8 hour period of time, we would direct to Curry.

Gold During prison riots?

Priestly No. It's great there is an openness and understanding we help each other out.

Gold This is an opportunity for us to pull together. Last Friday, 6/23, met w/**Alex Campbell** (handout). South Curry Health Care Alliance. (SCHA). Alex recommends collaborative Board of

Commissioners, City Manager, Board of Directors to help Curry Health District and south Curry residents. **Campbell** recommendation is an evening workshop or Saturday on the SWOCC campus. And discuss cooperative strategies for win-win for county, constituents, and Curry Health Network.

Boice Absolutely

Huxley I'll table that.

Boice Had tour of Curry General. Learned a lot that day.

Gold There are other options available in south Curry County. Think it could be a win-win situation. Population center of this County is in Brookings area. I will get something together and let you know.

2:58P **Huxley Dave Barnes** – want to speak now or wait?

13. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS 2:58P to 3:22P

A. Commissioner Liaison Changes (5 min) 3:18P to 3:22P

3:18P **Boice** Make 2 other changes. Lost Economic Development. Would like to ask Board of Commissioners to assign Brookings Airport and Allcare Council. Would Board of Commissioners entertain a motion to switch those over to me?

Huxley Huttl Any problem with changing liaison for Brookings Airport right at this time?

Huttl We are in middle of negotiations right now.

Boice Will keep **Huttl** in loop.

Huttl due to my conservative nature, like to keep things the same. If things don't work out, no problem making change in liaison. Once get past this, then no problem

Huxley Agree w/**Huttl** on KBOK. OK with Allcare.

Gold. I agree

3:22P Motion by Vice Chair **Gold** Second by Commissioner **Boice**. Commissioner **Boice** to be new liaison for Allcare. **Carried Unanimously**

2:58P **Huxley** Agenda Item 13 Commissioner **Updates?**

Gold (1) Negotiate w/CTR rates (2) Very interested in getting an interim County Administrator. Will bring it up at next meeting. Would go to AOC and Association of Oregon cities. Just to get thing started. Had interim superintendent in school district. Interim came in and got everything organized. Resulted in a very smooth transition for when permanent administrator came in.

Boice Do you have someone in mind?

Gold No

Swift Item 2b Retaining Prothman?

Huxley Item 2b This is same recommendation submitted June 7th. They have a short version of a search. We are nowhere now. We need to use some other options. That's my recommendation today.

Gold Swift? Any other apps for County accountant. Not real interested in spending \$7,500 at this time for a search now. We have **Kallstrom** as irregular. You were going to advertise in some other areas as well.

Swift Yes. Advertising in League of Cities, AOC, Local Government Personnel Institute (LGPI), OGSOA

Gold Some agencies – won't look here in Curry County. Due to difficulty getting here.

Swift Huttli addressed this.

Gold Do we have 3 viable candidates?

Swift Potentially

Huxley We had ran 2 of those by the auditors – they said no to one. Have we sent the 3rd one to auditors?

Swift Not yet.

Boice We have 3rd candidate we could interview now. Let's put it on the next agenda.

Huxley That means it goes to next budget fiscal year.

Swift Funds are not budgeted in 17-18 FY for this.

Huxley Unless there's an additional candidate come in? **Boice**? Item 13A

Boice 6 month report. (1) Trident 32 at Cape Blanco. One priority for a new County emergency preparedness individual. Spent 45 minutes with Justin Wilson 2nd in command in ODA. Cape Blanco is one of the top 3 airports in the state for emergency preparedness.

Boice (2) HB 3345. **Representative Smith** bill Passed house unanimously. Please contact senate majority office to recommending passing that. Would give road funds 3%. That bill has a chance. (3) working with Mike Robinson Coos Forest Patrol and Jim Watson Fire Chief in Brookings. Very concerned about fire danger this year. We still have 4 ½ months to go. Will be getting every fire department together July 7 6P – 8P to discuss what our plans will be.

Huxley had one thing. E-Mail from **Surveyor Reily Smith** rec'd on June 20th. Has some very old GPS equipment. Looked into selling it on E-Bay. Thinks Curry paid \$32,000 about 12 years ago.

Gold Need a motion?

Huxley Just consensus.

Boice and **Gold** OK.

Boice Would be glad to visit with you about travel. Gave packet to **Gold**. Info is helpful for you to know what I'm doing and how it can benefit the County.

Huxley Thinks **Boice** you may have gone over the limits what **Huttli** put together on travel policy.

3:17P **Fritts** 2 Attorneys are actually typing the document right now.

14. ADJOURN 3:29P **Huxley**

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 Huttli, County Counsel

DRAFT

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: Approval of the 18th Amendments to OHA Agreement for Public Health Financing #148007 with signature authority to public health administrator, Ben Cannon.

AGENDA DATE^a: 11/15/17 **DEPARTMENT:** CCH **TIME NEEDED:** 5 minutes

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

CONTACT PERSON: Ben Cannon **PHONE/EXT:** 373-7011 **TODAY'S DATE:** 10/19/17

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)#148007 - 18th Amendment
- (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: Consent Calendar

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner 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

Agreement #148007



**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Eighteenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Curry County, acting by and through its Curry Community Health (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Curry County.

RECITALS

WHEREAS, OHA and LPHA wish to add the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

| <u>PE Number</u> and Title | Fund Type | Federal Agency/ Grant Title | CFDA# | Sub- Recipient (Y/N) |
|---|------------------|---|--------------|-------------------------------------|
| <u>PE 27</u> Prescription Drug Overdose Prevention (PDOP) | FF | Center for Disease Control and Prevention / Injury Prevention and Control Research and State and Community Based Programs | 93.136 | N |

- Exhibit B Program Element #27 “Prescription Drug Overdose Prevention (PDOP)” is hereby added by Attachment A attached hereto and hereby incorporated into the Agreement by this reference.
- Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.

- 4. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
- 5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 10. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

11. Signatures.

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CURRY COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Mai Quach (or designee)
 Title: Program Support Manager
 Date: _____

Attachment A
Program Element Description

Program Element #27 - Prescription Drug Overdose Prevention (PDOP)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements, and limitations set forth below, to implement Prescription Drug Overdose Prevention (PDOP) activities in the following areas for LPHAs in High-burden Regions.
 - a. Application of Prescription Drug Overdose Assessment and Capacity-Building Efforts. Complete remote (web-based) training on using the Oregon Prescription Drug Monitoring Program (PDMP) and PDMP guidelines.
 - b. Advance Health System Interventions. Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. Three regions will work towards a goal of enrolling 95% of the top controlled substance prescribers in the region in PDMP over the two year funding period.
 - c. Facilitation of Community Partnerships. Accomplish movement toward building or strengthening a community network within the region that contributes to reducing problematic prescribing, improving coordination of patient care for patients with opioid use disorder, increasing the use of non-opioid treatment for chronic non-cancer pain, and evolving a more interconnected community-level network of services.
 - d. Facilitate Development of Local Prescription Drug Overdose Prevention Networks and Systems. Convene or strengthen an existing Interdisciplinary Action Team (IAT), a regional (or county-level) Pain Guidance Group (PGG) and a regional summit to help adoption and promotion of PDMP and opioid prescribing guidelines and increase community level data-informed awareness of PDO.
 - e. Promote Community-Clinical Linkages to Support Prescription Drug Overdose Prevention. Disseminate local data or stories to local media outlets to promote public awareness of the burden and preventability of PDO.

2. **Definitions specific to this Program Element.**

High-burden Region: an area of 2-3 neighboring counties led by a funded LPHA. The Oregon regions with the highest burden of prescription drug overdose and problematic prescribing.

3. **Procedural and Operational Requirements.**

- a. LPHA agrees to conduct activities in accordance with the following requirements:
 - (1) Implement activities in accordance with this Program Element;
 - (2) Assure that staffing is at the appropriate level to address all sections in this Program Element. LPHA will designate or hire a lead staff person to carry out and coordinate all the activities in the High-burden Region described in this Program Element, and act as a point of contact between the LPHA and OHA;
 - (3) Use the funds awarded under this Agreement for this Program Element.
 - (4) Attend all PDO meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- b. Each High-burden Region must identify a LPHA to act as the fiscal agent for the High-burden Region. The LPHA will provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.

4. Reporting Requirements.

- a. LPHA must have on file with OHA an approved Community Response Work Plan no later than October 1st of each year. LPHA shall implement its PDO prevention activities in accordance with its approved Community Response Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly progress reports.
- c. LPHA must submit quarterly Oregon Health Authority Public Health Division Expenditure and Revenue Reports.
- d. LPHA must submit quarterly PDO Expense Reports.
- e. OHA will provide the required format and current service data for use in completing the plan and progress and expense reports.

5. Program Evaluation. LPHA will cooperate with OHA on program evaluation throughout the duration of this Agreement period(s), as well as with final project evaluation.

Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan, collecting data and maintaining documentation throughout this Agreement period, responding to evaluator's requests for information and collaborating with OHA on final reports to highlight the outcomes of the work.

6. Performance Measures. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment B
Financial Assistance Award**

| State of Oregon Oregon Health Authority Public Health Division | | | Page 1 of 2 |
|---|---------------------------|---|---|
| 1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444 | | 2) Issue Date September 21, 2017 | This Action AMENDMENT FY2018 |
| | | 3) Award Period From July 1, 2017 Through December 31, 2017 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 01 State Support for Public Health | 6,171 | 7,360 | 13,531 |
| PE 12 Public Health Emergency Preparedness | 34,978 | 0 | 34,978 (d) |
| PE 13 Tobacco Prevention & Education | 29,075 | 0 | 29,075 |
| PE 27 Prescription Drug Overdose Prevention | 47,324 | 0 | 47,324 (i) |
| PE 40 Women, Infants and Children FAMILY HEALTH SERVICES | 50,115 | 0 | 50,115 (b,c,j) |
| PE 41 Reproductive Health Program FAMILY HEALTH SERVICES | 5,248 | 0 | 5,248 (a) |
| PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES | 1,802 | 0 | 1,802 (g) |
| PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES | 2,814 | 0 | 2,814 (g,h) |
| PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES | 6,564 | 0 | 6,564 (g,h) |
| PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES | 961 | 0 | 961 |
| PE 42 Babies First FAMILY HEALTH SERVICES | 0 | 0 | 0 |
| PE 43 Immunization Special Payments | 4,370 | 0 | 4,370 |
| 5) FOOTNOTES: | | | |
| a) \$10,496 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$26,937 ; \$5,387 must be expended for Nutrition Education. \$1,160 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$69,532 ; \$13,906 must be expended for Nutrition Education. \$3,480 must be expended for Breastfeeding Promotion. d) \$69,955 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) For future use. | | | |
| 6) Capital Outlay Requested in This Action: | | | |
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
| | | | |
| | | | |

| State of Oregon Oregon Health Authority Public Health Division | | Page 2 of 2 | |
|---|--|---|-------------------------|
| 1) Grantee Name: Curry County Health Department Street: PO Box 810 City: Gold Beach State: OR Zip Code: 97444 | 2) Issue Date September 21, 2017 | This Action AMENDMENT FY2018 | |
| | | 3) Award Period From July 1, 2017 Through December 31, 2017 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 44 School Based Health Centers FAMILY HEALTH SERVICES | 30,000 | 0 | 30,000 |
| PE 44 School Based Health Centers - Mental Health Expansio FAMILY HEALTH SERVICES | 35,000 | 0 | 35,000 |
| PE 50 Safe Drinking Water Program | 11,222 | 0 | 11,222 (f) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | 265,644 | 7,360 | 273,004 |
| 5) FOOTNOTES: | | | |
| f) \$22,443 Award amount is estimated for Fiscal Year 2018. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. g) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). h) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. i) \$47,324 (\$15,916, 2/12 of \$95,500 Year 2 funds and \$31,408, one-third of \$94,226 Year 1 carryover funds). j) The July-September portion must be spent by September 30th, 2017. \$3,528 is the year-end one-time funding adjustment. \$232 is the second fresh fruit and veggies grant adjustment. | | | |
| 6) Capital Outlay Requested in This Action: | | | |
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
| | | | |
| | | | |

Attachment C

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

| | | | | |
|---|--|--|---|-------------------------|
| Federal Award Identification Number(FAIN): | U17CE002751 | U17CE002751 | 1H79TI080258 | |
| Federal Award Date: | 3/24/2017 | 7/17/2017 | 4/21/2017 | |
| Performance Period: | 09/1/2016-08/31/2017 | 09/1/2017-08/31/2018 | 5/1/17-4/30/18 | |
| Federal Awarding Agency: | Centers for Disease Control and Prevention | Centers for Disease Control and Prevention | Substance Abuse and Mental Health Services Administration | |
| CFDA Number: | 93.136 | 93.136 | 93.788 | |
| CFDA Name: | Injury Prevention and Control Research and State and Community based | Injury Prevention and Control Research and State and Community based | Opioid STR | |
| Total Federal Award: | \$2,183,841 | \$1,768,431 | \$6,564,425 | |
| Project Description: | Oregon Prescription Drug Overdose Prevention | Oregon Prescription Drug Overdose Prevention | Oregon State Targeted Response to the Opioid Crisis | |
| Awarding Official: | Angie Deokar ftm4@cdc.gov | Angie Deokar ftm4@cdc.gov | Kim Thierry kim.thierry@samhsa.hhs.gov | |
| Indirect Cost Rate: | 17.45% | 17.45% | N/A | |
| Research And Development(Y/N): | N | N | N | |
| | Index=50339 PCA=52658 | Index=50339 PCA=52024 | Index=84002 PCA=80660 | |
| Agency/Contractors Name | DUNS | Previous Award Amount | September FY18 Amendment | Total FY18 Award |
| CURRY | 042631270 | \$ 47,324.00 | \$ - | \$ 47,324.00 |

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

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

AGENDA ITEM TITLE: Community Development Department Activity Report
AGENDA DATE^a: November 15, 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:** 11.06.2017
BRIEF BACKGROUND OR NOTE^b: See attached activity report

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE: Memorandum**

- (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: Consent Calendar

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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



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

Department Administration and funding

- October revenue - \$18,696.97
- Grant Young Planning grant \$4,000 deposit
- Conferral and contract work with Lane County Council of Governments related to Elk River Development Corporation application. regarding new web site
- Job description research, work with Personnel regarding assistance in building division.
- Review of applications for building division assistant.
- Interviews for Office Assistant
- Preparation of September 2017 activity report
- REVIZE training
- Review of REVIZE information
- Prepared and submitted annual TMDL report
- Began work on employee evals

Economic Development Division

- Continued work on the Floras Lake Forest Lands project, follow up on the September 27 Board meeting, accepting and acknowledging incoming letters from the public.
- Work with CCD regarding Enterprise Zone for Curry County. Potential addition of Pacific Gales Golf Course to the Enterprise zone area and expansion.
- Conducted research on vacant county parcels and prepared staff report for BOC November 1 meeting.
- Work with Lane County to secure legal descriptions for all Enterprise zone property.
- Communicated with an appraiser regarding Floras Lake Forest Lands appraisal.
- Identification and securing information from GIS on potential park parcels
- Director attended OCVA October 2017 Tourism summit in Gold Beach
- SCDC time for the County
 - Attended 10.04.2017 4 BOC meeting, met with Gold Beach City Administrator and Gold Beach visitor center to discuss how SCDC can assist with Visitor promotion and to promote business.
 - Commissioner Gold meeting, discussed a hospital in Brookings – better health care in the entire county; School (k-12) in the area and items they are struggling with; Housing needs, company that could crush oyster shells to use in pavement. (modeled after a company on east coast Chetco river basin Salmon issues; Tourism problems related to the fire; How to get grants for port of Brookings Harbor
 - Commissioner Boice meeting, discussed no emergency services available, fire recovery, Emergency food supply, Bio mass project
 - Met with Community Development Director to go over work on a Forestry/recreation land plan, the Floras Lake project, a carbon credit program
 - Met with County Administrator to discuss SCDC office space in the County offices
 - Presentation of the SCDC housing plan to Brookings City Council after attending the fire Small business recovery open house -Work on potential Bio Mass project/calls, emails, meetings.
 - SCDC has been asked to coordinate the fire recovery efforts for the Chetco fire (asked by Gary Milliman, Court Boice, Alex Campbell) have had several phone calls, research on county property and mapping upgrading for multiple properties.
 - Attended OCVA October 2017 Tourism summit.

Planning Division

- Permit activity: 3 Land Use Compatibility Statements, 12 Planning Clearance reviews, 1 Conditional Use Permit renewal - staff, 1 Discrete Parcel determination, 1 property line adjustment.
- October 19 Planning Commission meeting preparation/presentation on application to deliver recycled wastewater.
- November 1 BOC meeting – prepared staff report, worked with County Counsel on Order, phone communication with DOGAMI regarding presentation to the Board, presented to the Board information on Natural Hazards.
- November 7 Planning Commission meeting preparation of two reports, one for application to deliver recycled wastewater (continued from October 19) Conferral with County Counsel, preparation of packet and staff report. Second report is related to Planning Commission determination that parks and recreation facilities can be considered on various properties subject to processing of a Conditional Use Permit; preparation of staff report.
- E-mail, phone and meeting with north county individuals interested in developing a pickleball court
- Phone Communication with Floras Lake area residents regarding County 500 acre parcel
- Contact and interface with DLCD and DOGAMI regarding Natural Hazards information related to liquefaction and landslides.
- Reviewed site plans and applications for multiple projects.
- Responses to phone calls and e-mails regarding Natural Hazards;
- Continued discussion with State Court to implement Code enforcement program.
- Two new complaints received.
- Multiple phone meetings and emails with DLCD and preparation of \$75,000 Technical assistance grant for Recreation element update and preparation of a Parks Master Plan, submittal of application, preparation and presentation of support letter to the BOC, solicitation of letters from tourism agencies, transmittal of support letters.

Building Division

- Building Permits: 32 Permits issued Building Inspections: 122 completed
- Phone calls and walk in visits - 400 served Preparation and presentation to Board for irregular help.
- Work on larger building projects continue with 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 Applications for four new single family homes received.
- Continued communication with State Building Division regarding permit tracking and work with Curry County

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 October, 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:** November, 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:
Email:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Consent Calendar

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner 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 OCTOBER, 2017

County Surveyor Office activities during October:

1. The Curry County Surveyor, in the early 2000's, did considerable contract surveying to tie in property and Public Land Survey System (PLSS) corners. We believe these surveys were for control of the first county GIS system. An inquiry was sent to the Bureau of Land Management to see if they had that information to utilize for their Geographic Coordinate Data Base (GCDB) and they expressed an interest in receiving it. The BLM's GCDB is really the underlying base map for most of the mapping in the Western United States and they are usually interested in all the data they can get to adjust their old surveys to modern geographic coordinates. We forwarded the data sheets for the PLSS corners for just the area around Port Orford and they said they would like to see all of them. With time permitting, we will be forwarding the additional areas of Curry County to the BLM in the near future.
2. Reily is pleased to announce he passed the Certified Federal Surveyor Exam. (CFedS # 1768). The study course proved to be of great benefit in enhancing his understanding of the BLM methods of surveying the public lands and proper methods for restoration of lost corners.
3. Speaking of lost corners . . . in light of the Chetco Bar Fire, if we get any extra funding, a visit should be made to areas of private land ownership that could have lost the Public Land Survey Corner monument marking signs and bearing trees due to the fire and proper monument/witness objects restored as soon as possible. Once these locations are lost, the restoration procedures can be costly and the true corner location might be lost forever.
4. 5 Maps of Survey were reviewed and suggestions/corrections sent to the preparing land surveyor for their consideration prior to filing the Mylar map.
5. Reily & Barbara attended both Revize training classes and will be starting the updating of the Surveyor's web pages.
6. Barbara Colton, the Department Specialist, will have to reduce her time assisting Community Services in November, at least until the Surveyor's webpage is operational. Hopefully, Community Services will get additional help so Barbara can devote her limited hours to needed tasks in the Surveyor's Office.
7. We had an average month activity wise with no unusual citizen inquiries.
8. We are still trying to get one recalcitrant surveyor/client partition plat finalized after they tried to avoid following the planning laws.

New Maps of Survey, Property Line Adjustments or Plats filed, scanned, copied and filed (all soon to be online):

No Surveys were completed in the north part of Curry County.
No Surveys were completed near Gold Beach.
3 Surveys were completed near Brookings.
2 New Partition Maps were completed near Brookings.

Deposits for October: = \$1,340.00

Reily Smith worked 43.25 hours in October.
Barbara Colton worked 36.5 hours in October.

Respectfully submitted,

Reily Smith, County Surveyor
Barbara Colton, Department Specialist

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

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

AGENDA ITEM TITLE: Years of Service Award for Sgt. Ted Heath 30 yrs

AGENDA DATE^a: 11/15/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 5 min.

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

CONTACT PERSON: Sheriff Ward **PHONE/EXT:** 3322 **TODAY'S DATE:** 11/6/17

BRIEF BACKGROUND OR NOTE^b: Recognition for thirty years of Sheriff's Office service to the citizens of Curry County, OR

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Proclamation

- (1) Years of Service Award
- (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:
Email:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Presentations

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

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

YEARS OF SERVICE

**Curry County hereby recognizes:
Sergeant Ted Heath**

**For 30 years of Sheriff's Office service to the citizens of Curry County,
Oregon**

NOVEMBER, 1987 - NOVEMBER, 2017

John Ward, Sheriff

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: Hire Order for (Name to follow)

AGENDA DATE^a: 11/15/17 **DEPARTMENT:** Assessor **TIME NEEDED:**

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

CONTACT PERSON: Jim Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 11/08/17

BRIEF BACKGROUND OR NOTE^b: Order to hire (Name to Follow) as Senior Department Specialist in Assessment/Taxation.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order to Hire (Name to Follow)
- (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:
Email:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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



CURRY COUNTY ASSESSOR/TAX COLLECTOR

94235 MOORE STREET, SUITE 221

GOLD BEACH, OREGON 97444

1-800-242-7601

Jim Kolen
Assessor/Tax Collector

Phone (541) 247-3257

MACK ARCH ON THE CURRY COAST

BOC MEMO **Commissioner Agenda Item** **November 15, 2017**

To: John Hitt
From: Jim Kolen
Subject: Hire Order Assessor's Office
Date: November 8, 2017

BACKGROUND: On October 5, 2017 the person in the Senior Department Specialist position in the Assessor's Office resigned from that position. Since 10/5/17 the assessor's office has been engaged in a search for an appropriate person to fill the vacated Senior Department Specialist position. By Friday November 10, 2017 we hope to conclude interviews, select the replacement and make a job offer to the successful candidate. We will also update our agenda item submission to include the name of the successful candidate. That person has not been selected as of the date of this agenda item submission. If by Monday November 13, we feel that we do not have a suitable candidate for this position, we will request that this item be removed from the November 15, 2017 commissioner's agenda. The purpose of this agenda item is to seek approval of the hire order to fill this vacancy.

RELEVANT FACTS: The Senior Department Specialist/Assessor's Office is chiefly responsible for recording ownership changes into the assessment roll in addition to many other support tasks in both the assessor and tax collection functions. This is the only position in the assessor's office responsible for those functions. The position is fully budgeted in the 2017-18 year. Curry County qualifies for and will receive approximately \$150,000 from the CAFFA Grant for A&T assuming we maintain current standards and staffing levels within the program. See CAFFA approval letter attached.

OPTIONS:

Approve hire order and allow assessor to maintain current standards and staffing for the A&T function.

Refuse hire order and allow Curry County to fall out of CAFFA standards and lose the grant.

RECOMMENDATION: Approve the hire order.



Oregon

Kate Brown, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

June 15, 2017

Tom Huxley, Commission Chair
Curry County Board of Commissioners
PO Box 746
Gold Beach OR 97444

The Department of Revenue reviewed Curry County's grant application as required by ORS 294.175. Based on this review, the department has determined that the fiscal year (FY) 2017-18 expenditure level that Curry County established for the assessment and taxation program is adequate either to maintain the county's property tax system or to bring the system into compliance.

This letter certifies Curry County's participation in the County Assessment Function Funding Assistance (CAFFA) grant program.

- Your county's approved FY 2017-18 expenditure is \$825,721.
Your county must appropriate 100 percent of the approved expenditure level under ORS 294.178 to receive state grant funds.
- Curry County's distribution rate for FY 2017-18 is 0.007627.
- The estimate of total available dollars for distribution in FY 2017-18 resulting from document recording fees and delinquent interest is \$18,163,853.
- The estimate of FY 2017-18 grant dollars that your county will receive is \$138,539.

The actual amount your county will receive during FY 2017-18 will depend on the total dollars actually collected during the year.

We recognize the significant financial challenges facing the county and the difficult choices that must be made. The assessment and taxation program remains at risk in virtually all functional areas due to low staffing levels. We will approve the county's participation in the 2017-18 CAFFA grant, based on discussions with the assessor that the county meets the minimum level of adequacy for the current fiscal year. We will continue to monitor the program over the course of the year in order to confirm adequacy in maintaining mandated functions.

We remind each county of its commitment to fund its assessment and taxation programs at the level that the county governing body submitted in the grant application, and that the department has subsequently approved. Any reduction in the dollar appropriation or any other resource restriction will result in loss of grant money.



Bram N. Ekstrand, Manager
Support, Assistance, and Oversight Section
Property Tax Division

Email: Bram.n.ekstrand@oregon.gov
Telephone: 503-302-1947
Fax: 503-945-8737
TTY: 503-945-8617

Cc: Sue Gold, Commission Vice Chair
Court Boice, Commissioner
Jim Kolen, Assessor/Tax Collector

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Jim Kolen,

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

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

| Name | Position | Salary Range/Step | Rate | Status |
|------------------|--------------------|------------------------------|--------------|---------------|
| (Name to Follow) | Sr Dept Specialist | U6/A | \$2544.00/mo | FT |

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

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

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

recommendation be in effect as of November 15, 2017.

Dated this 15th day of November, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttl
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Senior Department Specialist - Assessor's Office

EXEMPT: No
SALARY LEVEL: OPEU-6
DOT CODE:
SUPERVISOR: Assessor
PREPARED BY: Assessor

June 1995

POSITION SUMMARY:

Performs advanced and complex clerical and administrative duties to support a complete and specialized departmental function.

This position maintains and has control of the confidential Personal Property reports submitted by businesses throughout the county.

DISTINGUISHING FEATURES:

Senior Department Specialist is the highest position level in the clerical series. As such, an employee in this classification will perform many of the same duties as a Department Specialist. Incumbents in the class work with considerable independence. The work performed requires a thorough knowledge of a complete and specialized departmental function. Employees in this class are responsible for completing tasks at all phases of the departmental function (from start to finish). Completing work assignments will frequently require the interpretation of governing regulations, policies and procedures. Senior Departmental Specialists are frequently called upon to explain complex departmental policies and procedures to both the public and other employees. Work is performed under general supervision and is reviewed primarily through results obtained.

ESSENTIAL DUTIES & RESPONSIBILITIES:

Any single position of a class will not necessarily involve all of the duties listed, and many positions will involve duties which are not listed.

1. Duties performed by a Department Assistant and Department Specialist.
2. Independently responds to correspondence, and handles complaints and adjustments of a non-routine nature.

JOB DESCRIPTION

JOB TITLE: Senior Department Specialist - Assessor's Office – Page 2

ESSENTIAL DUTIES & RESPONSIBILITIES: (Continued)

3. Researches and recommends changes in policies and procedures affecting assigned function.
4. Summarizes information from various sources into either narrative or report format of own design to respond to management inquiries.
5. Plans layout of complex reports and statistical table.
6. Explains departmental policies and procedures to both the public and other employees.
7. Assigns values, pre-determined by the State, to business personal property accounts.
8. Sets up all records for manufactured structures and records changes in ownership.

SUPERVISORY RESPONSIBILITIES:

None

QUALIFICATION REQUIREMENTS:

Thorough knowledge of a complete and specialized departmental function; general office practices and procedures.

Ability to interpret governing regulations, policies and procedures. Effectively explain departmental policies and procedures under adverse conditions. Research area of responsibility and make procedural recommendations. Consolidate information from various sources into reporting format of own design. Communicate effectively both verbally and in writing.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent; three years of progressively responsible clerical work including experience in the Assessor's Office, or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

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

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

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

AGENDA ITEM TITLE: County Revenue Options

AGENDA DATE^a: 11/15 **DEPARTMENT:** Admin. **TIME NEEDED:** 15 Mins.

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

CONTACT PERSON: John Hitt **PHONE/EXT:** 3287 **TODAY'S DATE:** 11/06

BRIEF BACKGROUND OR NOTE^b: Memo Attached

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)Memo II Regarding Revenue Options
- (2)Memo Reviewing Revenue Option
- (3) Revneue Options - Backup Info.

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:
Email:

Due date to send: / /

^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

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT, INTERIM COUNTY ADMINISTRATOR

SUBJECT: CURRY COUNTY REVENUE OPTIONS

DATE: (FOR) NOVEMBER 15, 2017

BACKGROUND: On October 11th, at a BOC Workshop, I presented a report as to revenue generating activities pursued by other, rural, Oregon cities and counties. After an oral presentation of my findings, the BOC requested that I post them on the County website, along with a written summary. This was done on or about October 16th. To my knowledge, we have not received any public comments as a result of the reporting from the Oct. 11th workshop or as a result of the posting on our website.

RELEVANT FACTS: 1. At last year's budget hearings the citizens task force assigned to review the county's financial situation reported that Curry County has a "...revenue problem, not an expense problem" They also recommended that the BOC appoint a committee, or task force, to further examine the revenue side of the county's budget and make specific recommendations regarding enhancing, or increasing, county revenues for FY 2018/19 and beyond. 2. The county's current property tax rate is slightly less than .6%, for a total tax assessed (county only assessment) of about \$1,800,000. This is one of the lowest, if not the lowest combinations of assessment rate and total county property taxes assessed in Oregon. It is lower than any city or county of which I am familiar, in Washington, California or Oregon. 3. Here in Curry County all three incorporated cities enjoy property tax rates from 4.3 to almost 7 times that of the county. 4. The availability of making any further significant cuts in county expenses is very limited. The level of service provided by many county departments/agencies, including vital public safety, is very low. 5. If a tax measure of some kind were to be placed on the ballot in time to affect the next fiscal year, the deadline would be on or around Feb. 16th.

OPTIONS:

1. Take no action.
2. Direct staff to place on the next BOC General meeting agenda the appointment of a citizen's task force, with broad community/county representation. They would be asked to bring forward one or more recommendations by the end of January, 2018. This option would require the

commissioners to be prepared with nominations to such a task force by a late November or early December BOC meeting

3. Hold one or more public hearings to solicit general public thoughts and recommendations concerning the many options available to enhance county revenues. Upon conclusion of the hearing(s) make a decision as to whether to pursue revenue enhancements, some of which may, or may not, require a public vote.
4. Make a decision, prior to Feb. 16th as to possibly placing a taxing option on the ballot without soliciting formal public input.



**Curry County
Board of Commissioners**

Thomas Huxley, *Chair*
Sue Gold, *Vice Chair*
Court Boice, *Commissioner*
John Hitt, *Interim County Administrator*

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

Memo

To: County Commissioners
Fm: Interim County Administrator, John Hitt
Re: Curry County Revenue Options

On Oct 11th at the request of the Commissioners, I presented my report as to revenue generating activities pursued by other counties and cities in Oregon. This report was not for the purpose of a formal consideration of any of these options, but simply as information that could be of use to a future citizens' committee/Task Force, or the Commissioners themselves. Such a committee, if appointed by the commissioners, could then investigate in more depth and possibly make recommendations to the Board of Commissioners about pursuing one, some, or none of these revenue options. They could as well review other revenue options not encompassed in this memo and report.

I would point your attention to the major revenue options reported by myself at the October 11, 2017 Workshop.

A. Consumption/Sales Tax

The City of Ashland is the only Oregon governmental entity, to my knowledge, that taxes sales receipts. In their case, it is a 5% levy on most, but not all, prepared food and beverages. Appendix A shows that Ashland receives in excess of \$5.5 million a year from this tax on food and beverage sales.

Appendix B is the form used by business proprietors who must collect and remit the tax.

Appendix C is the relevant portion of the Ashland Code (434.029) that levies the tax and grants exemptions (4.34.030).

Please note that code section 4.34.020 C assigns specific and dedicated uses for the taxes generated, including parks, a wastewater treatment plant and street maintenance. According to those in Ashland I talked to, these fund dedications were an important factor in gaining voter approval.

Appendix D analyzes the total annual retail purchases/sales in selected categories here in Curry County. For example, the average Curry County household spends about 1600 per year on all forms of clothing apparel, for an annual county-wide total of \$17 million per year. If a consumption or sales tax were levied only on apparel items, for example, at the rate of 2% then the county could expect approximately \$340,000 in annual revenue while costing the average household \$32/year.

At the bottom of the Appendix D are two examples. 1. If all of the categories outlined on this page were taxed @ 2%, the average household would pay \$166/year and the County would receive \$1,789,000 of new revenues per year.

If, like Ashland, just food and beverages consummation away from home were taxed at 5%, the average Curry County household would pay \$135/year and the County receive \$1,450,000 of new revenue,.

Appendix E gives additional retail categories and average Curry County household expenditures for these items, and total county-wide annual sales. If, for example, the county were to impose a 1.5% tax on most retail products sold (similar to, but less than the amount imposed by most Washington and California counties) the county could expect over \$3,000,000 in additional annual revenues.

B. Transient Occupancy Tax (TOT)

Ashland, like most Oregon cities imposes a tax on rooms, RV, and campsite rentals of less than 30 days duration. In the Ashland example, the rate is 9%. (appendix F) and the annual revenue generated is over \$5,000,000.

Oregon State Law requires that 70% of the TOT collected must be spent on tourism promotion and tourism facilities. The remaining 30% can go for general government uses.

C. Gas Tax

Appendix G-1 shows that 20 Oregon cities impose a local gas tax from \$.01 to \$.05 per gallon. I don't have any figures for Curry County gas consumption, but the City of Newport (Population 16,000), also on Hwy 101, generates over \$150,000 per year.

While I don't have the actual number, I am quite confident there are significantly more gas stations in Curry County than Newport. Annual revenues for a \$.03 gas tax would likely range from \$200,000 – \$250,000.

Appendix (G-2) also details how the gas tax is used in these communities that have a gas tax.

D. Transportation Utilities Fee (TUF) (Street fee)

Appendix H details the revenues generated and uses of, a TUF that is levied in 30 Oregon cities. The TUF is usually levied on commercial and industrial properties and is levied either on the basis of estimated trips generated by the facility, or a flat fee based on square footage, impervious surface, or street frontage. Brookings has a TUF that generates \$186,000 per year. If a Curry County Fee were modeled after that of Brookings, it would likely produce a somewhat lower result, if Brookings were excluded from a county TUF.

E. Other

Clearly this is not an exhaustive review of all the ways county revenues could be increased. Other possibilities include new, or increased, user fees, property tax levies, fines and assessments, property sales, timber harvesting and others.

The purpose of this review is simply information. The figures used are estimates only.

More research would be required to obtain more accurate figures and predictable results.

This research is not to suggest that greater efficiencies with existing (or even lower) county revenues cannot or should not be achieved. However, many cuts in expenditures have been made over many years. The costs to the County of providing basic services have not decreased, but only risen with inflation and additional regulation imposed by the state and federal government.

I would urge that the Board of Commissions to consider appointing a broad based committee, representing diverse community interests to examine these options for further possible consideration or possible action.

pop = 21,000

Where the Money Comes from

| | Amended BN 2015-17 | Adopted BN 2017-19 |
|--|-----------------------|-----------------------|
| Taxes | | |
| Property (Current) | \$ 20,404,186 | \$ 22,449,940 |
| Property (Prior) | 966,880 | 790,000 |
| Food & Beverage | 5,506,460 | 5,980,765 |
| Hotel/Motel | 5,229,810 | 5,880,900 |
| Utility Users Tax | 6,298,000 | 6,890,470 |
| Marijuana Tax | 2,000 | - |
| Water charge for AFR | 350,000 | 350,000 |
| | <u>38,757,336</u> | <u>42,342,075</u> |
| Licenses/Franchise Fees | | |
| License | 443,200 | 498,700 |
| Franchises | 6,455,040 | 7,182,730 |
| | <u>6,898,240</u> | <u>7,681,430</u> |
| Development Fees | | |
| Permits | 1,910,425 | 1,660,300 |
| Bonds & Loans | | |
| Capital Improvement Projects | - | 3,250,000 |
| Bond & Bank loan proceeds | 26,935,724 | 52,836,312 |
| Interfund Loan | 2,571,200 | 2,100,000 |
| | <u>29,506,924</u> | <u>58,186,312</u> |
| Fees & Charges other than Utility | | |
| Finance | 96,948 | 18,498 |
| Administration | - | 120,000 |
| Police | 205,000 | 215,000 |
| Court | 504,000 | 391,000 |
| Fire & Rescue | 2,087,350 | 2,568,000 |
| City Recorder | 21,430 | 25,500 |
| Cemetery | 120,000 | 113,000 |
| Planning & Building | 625,000 | 600,000 |
| Public Works / RVTV | 2,064,648 | 1,992,248 |
| Electric | 453,686 | 487,534 |
| Parks & Recreation | 11,577,930 | 13,207,600 |
| Technology Payment | 2,308,600 | 2,308,600 |
| Rents | 619,048 | 270,000 |
| Internal Service | 28,861,587 | 31,345,189 |
| SDC's | 592,416 | 731,500 |
| Interest on Investments | 369,358 | 457,850 |
| Fines | 410,000 | 857,900 |
| Special Assessment Payments | 520,000 | 60,000 |
| Miscellaneous Income | 1,200,678 | 1,120,550 |
| Transfers | 2,456,240 | 2,831,440 |
| | <u>55,093,919</u> | <u>59,721,409</u> |
| Utilities | | |
| Wastewater | 10,767,000 | 11,852,000 |
| Storm Water | - | 1,390,000 |
| Street | 4,165,900 | 3,195,895 |
| Electric | 29,539,358 | 32,014,707 |
| Telecommunications | 4,363,565 | 4,335,155 |
| Water | 13,954,600 | 15,874,482 |
| | <u>62,790,423</u> | <u>68,662,239</u> |
| Grants | | |
| Federal Grants | 1,692,190 | 2,236,244 |
| State Grants | 9,279,566 | 3,272,895 |
| | <u>10,971,756</u> | <u>5,509,139</u> |
| State Shared Revenue | | |
| Cigarette Tax | 55,000 | 47,450 |
| Liquor Tax | 610,000 | 703,210 |
| Gas Tax | 2,678,800 | 3,580,320 |
| | <u>3,343,800</u> | <u>4,330,980</u> |
| Carryover From Prior Year | | |
| | <u>30,632,011</u> | <u>38,079,780</u> |
| Total Resources | \$ 239,904,834 | \$ 286,173,664 |

PREPARED FOOD & BEVERAGE TAX RETURN - CONFIDENTIAL



Appendix B

Tax computation for the period ending:

Pay by:

| | |
|--|--|
| 1. Taxable gross sales, \$5,000 cap per single catering event (excludes alcoholic beverages) | |
| 2. Tax (5% of line 1) | |
| 3. Operator administration (5% of line 2) | |
| 4. Current tax due (line 2 minus line 3) | |
| 5. Penalties for late payment (10% of line 4) | |
| 6. Interest for late payment (1% of Tax per month) | |
| 7. Tax overpayment - prior period | |
| 8. Tax underpayment - prior period | |
| 9. Total amount due (add lines 4, 5, 6, and 8, minus line 7) | |

Please answer the following questions:

| | |
|---|--|
| 10. What is the seating capacity of your establishment? | |
| 11. How many full-time equivalent employees did you have this period? | |

To the best of my knowledge and belief, I declare the information supplied by me herein is correct and true.

SIGNATURE

TITLE

DATE

PHONE NUMBER

FOR YOUR CONVENIENCE, YOU MAY FAX YOUR REPORT TO (541) 552-2059 AND PAY WITH A VISA OR MASTERCARD OVER THE PHONE BY CALLING (541) 488-6004.

RETURNS ARE DUE AND PAYABLE AND ARE TO BE RECEIVED AT THE CITY HALL BY THE LAST DAY OF THE MONTH, FOLLOWING THE END OF EACH REPORTING PERIOD. PENALTIES AND INTEREST ARE APPLICABLE AS OF THE FIRST DAY OF THE FOLLOWING MONTH. AMOUNTS 30 DAYS PAST DUE CAN BE TURNED OVER TO A COLLECTION AGENCY AND ARE SUBJECT TO ADDITIONAL FEES.

NOTICE: FAILURE OF AN OPERATOR TO COMPLY WITH THE REQUIREMENTS OF THE FOOD AND BEVERAGE TAX ORDINANCE, INCLUDING BUT NOT LIMITED TO FAILURE TO FILE A RETURN, FAILURE TO REMIT THE TAX WHEN DUE AND FILING A FALSE RETURN, IS PUNISHABLE BY A FINE OF UP TO \$500 PER OFFENSE, PER DAY. AMC 4.34.120 (F&B).

Utilities Division
Finance Department
20 East Main Street
Ashland, Oregon 97520
www.ashland.or.us

Tel: 541-488-6004
Fax: 541-552-2059
TTY: 800-735-2900



Appendix C

Chapter 4.34 FOOD AND BEVERAGE TAX

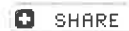
Sections:

- 4.34.010 Definitions**
- 4.34.020 Tax Imposed**
- 4.34.030 Exemptions**
- 4.34.040 Operator's Duties**
- 4.34.050 Reporting and Remitting**
- 4.34.060 Penalties and Interest**
- 4.34.070 Failure to Collect and Report Tax – Determination of Tax by Director**
- 4.34.080 Appeal**
- 4.34.090 Records**
- 4.34.100 Refunds**
- 4.34.110 Actions to Collect**
- 4.34.120 Violations**
- 4.34.130 Confidentiality**
- 4.34.140 Examining Books, Records, or Persons**
- 4.34.160 Termination of tax**

Referred to voters by Resolution No. 2009-22 for 11/02/2009 election - Approved by the voters YES 4130; NO 2894 - Effective December 1, 2009

Referred to voters by Resolution No. 93-02 for 3/23/93 election - Approved by the voters YES 3658; NO 2980 - Effective July 1, 1993

4.34.010 Definitions

 SHARE

The following words and phrases whenever used in this chapter shall be construed as defined in this section unless from the context a different meaning is intended:

- A. "Caterer" means a person who prepares food at a business site, for compensation, for consumption on or off the business premises but within the corporate limits of the City.
- B. "Combination facility" has the same meaning as defined in OAR 333-150-0000(4)(i) which the State of Oregon Department of Agriculture licenses or inspects under OAR 333-158-0000.
- C. "Director" means the Director of Finance of the City of Ashland, or his/her designee.
- D. "Food" includes all prepared food items and beverages, excluding alcoholic beverages, served in a restaurant including "takeout," "to go" or delivered orders.
- E. "Open Space Park Program" and "Open Space lands or easements" have the same meaning as used in Article XIX A of the Ashland City Charter.
- F. "Operator" means the person who is proprietor of the restaurant, whether in the capacity of owner, lessee, sub-lessee, mortgagee in possession, licensee or any other capacity. Where the operator is a corporation, the

term “operator” shall also include each and every member of the Board of Directors of such corporation for the time involved.

G. “Restaurant” means any establishment required to be licensed as a restaurant, mobile unit or pushcart by the State of Oregon Health Division and includes any establishment where food or beverage is prepared for consumption by the public or any establishment where the public obtains food or beverage so prepared in form or quantity consumable then and there, whether or not it is consumed within the confines of the premises where prepared, and also includes establishments which prepare food or beverage in consumable form for service outside the premises where prepared. The term “restaurant” includes, but is not limited to, grocery store delis, coffee shops, and caterers; it also includes establishments where such food or beverage is prepared in a combination facility. The term “restaurant” does not include a restaurant licensed by the State of Oregon Health Division as a limited service restaurant. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.020 Tax Imposed



A. Except for exempt or tax-capped activities specified in AMC [4.34.030](#), the City imposes and levies, in addition to all other taxes, fees and charges of every kind, a tax upon:

1. All food and beverages sold by restaurants located within the City to the public, except for whole cakes, pies, and loaves of bread if purchased for consumption off premises, and for alcoholic beverages;
2. All food and beverages sold by a caterer for an event located within the City, except alcoholic beverages and exempt events as defined in AMC [4.34.030.K](#);
3. The following items sold by combination facilities:
 - a. Salads from salad bars;
 - b. Dispensed soft drinks and coffee;
 - c. Sandwiches or hot prepared foods ready for immediate consumption;
 - d. The following items, including toppings or additions, scooped or otherwise placed into a cone, bowl or other container for immediate consumption whether or not they are consumed within the confines of the premises where scooped or placed: any frozen dessert regulated by the Oregon State Department of Agriculture under ORS [621.311](#) and any ice cream, ice milk, sherbet or frozen yogurt. No tax shall be imposed under this subsection, however, on any item whose volume exceeds one-half (1/2) gallon or more.
 - e. Any other food mixed, cooked or processed on the premises in form or quantity for immediate consumption whether or not it is consumed within the confines of the premises where prepared; and
4. The following items sold by combination facilities that are bakeries:
 - a. All those items listed in subsections A.3.a-d of this section;
 - b. All bakery products sold for consumption on the premises; and
 - c. All “takeout” or “to go” orders of bakery products prepared on the premises except for whole cakes, pies, and loaves of bread and any order consisting of six or more bakery products.

5. Use of a delivery service for any activity under this section, whether an independent delivery service or operator provided delivery service, does not excuse the operator from the requirement to collect and remit the tax on the food and beverages sold.

B. Such tax shall be imposed at a rate of five percent (5%) on the total amount charged by the seller for the food and beverages, or for the meal. In the computation of this tax any fraction of one-half (1/2) cent or more shall be treated as one cent.

C. The taxes collected by the City under this chapter shall be used as follows:

1. Twenty-five percent (25%) shall be paid into a parks account for purposes of acquisition, planning, development, repair and rehabilitation of City parks per adopted plans of the Ashland Parks and Recreation Commission.

2. The City may retain up to two percent (2%) of the tax collected for costs of administration and collection.

3. The following amounts for fiscal years 2017 through 2022 must be used to pay for wastewater treatment plant debt and wastewater capital improvement projects, per the City of Ashland's Capital Improvement Plan:

a. In fiscal year 2017: \$1,868,290.00.

b. In fiscal year 2018: \$1,608,600.00.

c. In fiscal year 2019: \$1,600,600.00.

d. In fiscal year 2020: \$1,600,000.00.

e. In fiscal year 2021: \$1,650,000.00.

f. In fiscal year 2022: \$1,650,000.00.

4. Any taxes collected by the City under this chapter and not used as described in subsections C.1-3 of this section shall be paid into the Street Fund and used for street maintenance and reconstruction.

5. Beginning in fiscal year 2023, the Council may, through the statutory budget process, appropriate taxes under this chapter as follows:

a. Not less than twenty-five percent (25%) for the acquisition, planning, development, repair and rehabilitation of City parks.

b. Not less than an amount necessary to pay for debt service on any borrowing for street repair and rehabilitation per the City of Ashland Pavement Management Program.

c. Up to two percent (2%) for the collection and administration of the tax.

d. Except as provided in subsection D of this section, any remaining amounts shall be appropriated for purposes consistent with this chapter unless other purposes are approved by a Council-adopted ordinance enacted by a vote of the Ashland electorate.

D. The Council may decrease the rate of the tax or eliminate the tax described in subsections A and B of this section after a public hearing. Notice of the hearing shall be given by publication in a newspaper of general

circulation in the City at least ten days prior to the date of the public hearing. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.030 Exemptions

 SHARE

The tax levied by AMC 4.34.020 shall be capped, at the amount specified, or shall not be collected or assessed on food or beverages:


- A. Sold by public or private schools or colleges except that food sold by independent contractor operators at such schools or colleges shall be subject to the tax imposed by this chapter;
- B. Sold on hospital grounds;
- C. Provided by bed and breakfast establishments to their guests;
- D. Sold in vending machines;
- E. Sold in temporary restaurants including food stands, booths, street concessions and similar type operations, operated by nonprofit organizations or service clubs;
- F. Served in connection with overnight or residential facilities – including, but not limited to, convalescent homes, nursing homes, retirement homes and motels – if the food and beverage are provided as part of the cost of sleeping accommodations;
- G. Provided by nonprofit tax-exempt organizations to citizens over 60 years of age as a part of a recognized senior citizen nutritional program;
- H. Sold for resale to the public;
- I. Sold in bulk to the public for nonimmediate consumption off the premises including but not limited to ice cream packed in a container of one-half (1/2) gallon or more;
- J. Which are candy, popcorn, nuts, chips, gum or other confections but not including ice cream, frozen yogurt, cakes, pies or other desserts;
- K. Sold by an operator at a single food service event located within the City in which restaurant or catering services (exclusive of alcohol) exceed \$5,000.00, in which case, the applicable food and beverage tax shall not be excused but shall be capped at \$250.00. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.040 Operator's Duties

 SHARE

Each operator shall collect the tax imposed by this chapter, to the same extent and at the same time as the amount for the food or beverage is collected from every purchaser. The amount of tax need not be separately stated from the amount of the food or beverage. Every operator required to collect the tax imposed in this chapter shall be entitled to retain five percent of all taxes collected to defray the costs of collections and remittance. (Ord. 3133, amended, 08/16/2016; Ord. 2991, amended, 12/01/2009)

4.34.050 Reporting and Remitting

 SHARE

Curry County Sales

Appendix D

| | Average HH Yearly Expense | Annual County Total |
|----------------------------------|------------------------------|---------------------|
| Apparel | 1600 | 17.0M |
| Recreational Equipment | 1000 | 11M |
| Video Equipment | 950 | 10M |
| Food & Beverage (away from home) | 2700 | 29M |
| Household Equipment and Supplies | 1340 | 14.3M |
| Appliance – Major | 200 | 2.2M |
| Personal Care Products | 151 | 1.6M |
| Publications | 100 | 1.1M |
| Tobacco Products | 300 | 3.3M |
| Totals | 8300 | 89,000,000 |

Example: Tax All = $8300 \times 2\% = 166/\text{year}$ $89\text{M} \times 2\% = \$1,780,000/\text{year}$

Tax Food and Beverage Only = $2700 \times 5\% = 135/\text{year}$ $29\text{M} \times 5\% = 1,450,000/\text{year}$

Appendix E

HOUSEHOLD
\$320

| Contributions (2017) | | |
|----------------------|---------------------|---------------|
| | \$ PER HOUSEHOLD | TOTAL \$000'S |
| | | \$1,871 |

| Retail Potential (2017) | | |
|--|---------------------|---------------|
| | \$ PER HOUSEHOLD | TOTAL \$000'S |
| New Car Dealers | \$3,252 | \$34,745 |
| User Car Dealers | \$194 | \$2,079 |
| Recreational Vehicle Dealers | \$9 | \$107 |
| Motorcycle and Boat Dealers | \$139 | \$1,487 |
| Auto Parts and Accessories | \$503 | \$5,378 |
| Tire Dealers | \$229 | \$2,452 |
| Furniture Stores | \$302 | \$3,230 |
| Floor Covering Stores | \$110 | \$1,179 |
| Other Home Furnishing Stores | \$102 | \$1,093 |
| Appliances and Electronics Stores | \$704 | \$7,528 |
| Computer Stores | \$1,227 | \$13,117 |
| Camera and Photography Stores | \$83 | \$896 |
| Hardware Stores | \$167 | \$1,792 |
| Paint and Wallpaper Stores | \$15 | \$164 |
| Home Centers | \$372 | \$3,980 |
| Other Building Materials Stores | \$448 | \$4,790 |
| Outdoor Power Equipment Stores | \$13 | \$148 |
| Nursery and Garden Stores | \$111 | \$1,196 |
| Grocery Stores | \$5,284 | \$56,451 |
| Convenience Stores | \$223 | \$2,391 |
| Meat Markets | \$54 | \$585 |
| Fish and Seafood Markets | \$12 | \$136 |
| Fruit and Vegetable Markets | \$25 | \$277 |
| Other Specialty Food Markets | \$40 | \$430 |
| Liquor Stores | \$123 | \$1,316 |
| Pharmacy and Drug Stores | \$1,117 | \$11,937 |
| Costmetics and Beauty Stores | \$47 | \$511 |
| Optical Goods Stores | \$119 | \$1,280 |
| Other Health and Personal Care Stores | \$90 | \$971 |
| Gasoline Stations with Convenience Stores | \$839 | \$8,970 |
| Gasoline Stations without Convenience Stores | \$138 | \$1,483 |
| Men's Clothing Stores | \$45 | \$486 |
| Women's Clothing Stores | \$147 | \$1,579 |
| Childrens' and Infant's Clothing Stores | \$81 | \$865 |
| Family Clothing Stores | \$309 | \$3,301 |
| Clothing Accessory Stores | \$16 | \$175 |
| Other Apparel Stores | \$37 | \$396 |
| Shoe Stores | \$104 | \$1,113 |
| Jewelry Stores | \$193 | \$2,066 |
| Luggage Stores | \$181 | \$1,935 |
| Sporting Goods Stores | \$140 | \$1,497 |
| Hobby, Toy, and Game Stores | \$41 | \$441 |
| Sewing and Needlecraft Stores | \$15 | \$162 |
| Musical Instrument Stores | \$33 | \$354 |
| Book Stores | \$301 | \$3,225 |
| Record, Tape, and CD Stores | \$78 | \$837 |
| Department Stores | \$2,438 | \$26,043 |
| Warehouse Superstores | \$1,060 | \$11,330 |
| Other General Merchandise Stores | \$292 | \$3,127 |
| Florists | \$23 | \$253 |

HOUSEHOLD
\$374

| Contributions (2022) | | |
|----------------------|---------------------|---------------|
| | \$ PER HOUSEHOLD | TOTAL \$000'S |
| | | \$2,212 |

| | | |
|---------------------------------------|---------|----------|
| Office and Stationary Stores | \$214 | \$2,288 |
| Gift and Souvenir Stores | \$71 | \$765 |
| Used Merchandise Stores | \$47 | \$505 |
| Pet and Pet Supply Stores | \$98 | \$1,048 |
| Art Dealers | \$8 | \$96 |
| Mobile Home Dealers | \$0 | \$4 |
| Other Miscellaneous Retail Stores | \$96 | \$1,035 |
| Mail Order and Catalog Stores | \$1,722 | \$18,397 |
| Vending Machines | \$77 | \$833 |
| Fuel Dealers | \$321 | \$3,434 |
| Other Direct Selling Establishments | \$159 | \$1,702 |
| Hotels and Other Travel Accomodations | \$118 | \$1,266 |
| RV Parks | \$1 | \$21 |
| Rooming and Boarding Houses | \$0 | \$10 |
| Full Service Restaurants | \$796 | \$8,504 |
| Limited Service Restaurants | \$790 | \$8,445 |
| Special Food Services and Catering | \$132 | \$1,417 |
| Drinking Places | \$71 | \$764 |

Source: Applied Geographic Solutions, 2017

Appendix F

TRANSIENT OCCUPANCY TAX RETURN-CONFIDENTIAL

For complete information on Ashland Municipal Code Transient Occupancy (Lodging) Tax see AMC 4.24

- >The fields on this form can be completed and the form can be printed, signed and submitted to the office with payment
- >Or, saved and sent electronically via email to utilitybilling@ashland.or.us or by fax (541) 552-2059,
- >Or, printed with blanks and filled in by hand, then submitted with payment.

Please note: You will need to ensure that payment is received by the City of Ashland by the due date if you submit this form

Business Name _____ **Customer Number:** _____

Owner/Operator _____

Location(s): _____

| | |
|---|--|
| Tax computation for the PERIOD ending: (mm/dd/yyyy) | |
| Due Date | |
| <i>If Due Date falls on a weekend or holiday the report and payment are due the next City of Ashland business day.</i> | |

Tax obligation calculation:

Instructions:

| 1. Gross rents received for the period | You Input | |
|---|-------------------|------|
| 2. Exemptions (see Ashland Municipal Code) | You Input | |
| 3. Adjusted gross rents | Calculated | 0.00 |
| 4. Tax on adjusted gross rents (9% of line 3) | Calculated | 0.00 |
| 5. Operator administration (5% of line 4) | Calculated | 0.00 |
| 6. Current tax due (line 4 minus line 5) | Calculated | 0.00 |
| 7. Penalties for late payment (10% of line 6) | You Input | |
| 8. Interest for late payment (1% of tax per month) | You Input | |
| 9. Tax underpayment - prior period | You Input | |
| 10. Tax overpayment - prior period | You Input | |
| 11. Total amount due (add lines 6, 7, 8, and 9, minus line 10) | Calculated | 0.00 |

Please answer the following questions:

| | | |
|--|-------------------|---|
| 1. Total calendar days rooms were available during this period | You Input | |
| 2. Number of rooms/suites in your establishment | You Input | |
| 3. Total rooms/suites available (line 2 multiplied by line 1) | Calculated | 0 |
| 4. Total rooms/suites rented during this period | You Input | |

To the best of my knowledge and belief, I declare the information supplied by me herein is correct and true.

Name: _____ **Title:** _____

Signature: _____ **Phone:** _____
Not required if transmitted electronically with email address

Date: _____ **Email:** _____

Returns are due and payable and to be received at City Hall by the 25th of the month following the end of each reporting period. Penalties and interest are applicable as of the 26th day of the month following the end of the reporting period. Amounts 30 days past due can be turned over to a collection agency and are subject to additional fees.

Utilities Division - Customer Service

Finance Department Tel: 541-488-6004
 20 East Main Street Fax: 541-552-2059
 Ashland, Oregon 97520 TTY: 800-735-2900
www.ashland.or.us



Appendix G-1

Appendix 1

| Gas Tax | | Revenue used for: | | | | |
|---------------|--------------|--------------------------------|--------------|---------------------------------|-----------------|-----------|
| City | Cents/gallon | Revenue generated in FY2013-14 | Construction | Repair/maintenance/preservation | Bike/pedestrian | Sidewalks |
| Astoria | 0.03 | \$200,000 | Yes | Yes | No | No |
| Canby | 0.03 | \$231,438 | Yes | Yes | No | No |
| Coburg | 0.03 | \$67,297 | Yes | Yes | Yes | No |
| Coquille | 0.03 | \$93,955 | Yes | Yes | No | No |
| Cottage Grove | 0.03 | \$353,461 | Yes | Yes | No | No |
| Dundee | 0.02 | \$36,638 | Yes | Yes | Yes | Yes |
| Eugene | 0.05 | \$2,868,768 | Yes | Yes | No | No |
| Hood River | 0.03 | \$275,100 | Yes | Yes | Yes | Yes |
| Milwaukie | 0.02 | \$166,019 | No | Yes | No | No |
| Newport | 0.03 | \$155,462 | Yes | Yes | No | Yes |
| Oakridge | 0.03 | \$47,976 | Yes | Yes | Yes | Yes |
| Sandy | 0.02 | \$259,504 | Yes | Yes | No | No |
| Sisters | 0.03 | \$140,000 | No | Yes | No | No |
| Springfield | 0.03 | \$1,042,494 | Yes | Yes | Yes | Yes |
| The Dalles | 0.03 | \$449,660 | Yes | Yes | No | No |
| Tigard | 0.03 | \$830,000 | Yes | No | No | No |
| Tillamook | 0.03 | \$125,799 | No | Yes | Yes | Yes |
| Veneta | 0.03 | \$94,300 | No | Yes | No | No |
| Warrenton | 0.03 | \$276,314 | Yes | Yes | Yes | No |
| Woodburn | 0.01 | \$101,761 | No | Yes | No | No |

Gas Tax and Transportation Utility Fee Survey Results

The League’s gas tax and transportation utility fee (TUF) surveys were conducted in advance of the 2015 legislative session to be responsive to the Governor’s Transportation Vision Panel concerning local transportation funding tools. These brief surveys sought specific information to support the League’s legislative efforts. Surveys were sent to cities which currently have either a gas tax or TUF; three cities—Canby, Milwaukie and Tigard—have both. Below is a summary of the results.

Gas Tax Survey Results:

Twenty cities responded to the following three survey questions:

1. What is your rate (cents/gallon)?
2. How much revenue did it generate in FY13-14?
3. For what purpose(s) was the revenue used—construction, repair-maintenance-preservation, bike-pedestrian, sidewalks?

Among the cities surveyed, the average tax is 3 cents per gallon, with a range of 1-5 cents per gallon. The average revenue generated by these cities is \$390,797, with a range of \$36,638 to \$2,868,768.

Table 1 below provides a breakdown of taxing levels, while Table 2 provides the breakdown of uses. Refer to Appendix 1 for complete results.

Table 1

| Tax – cents per gallon | Number of Cities |
|------------------------|------------------|
| 0.01 | 1 |
| 0.02 | 3 |
| 0.03 | 15 |
| 0.05 | 1 |

Table 2

| Funds used for: | Number of Cities |
|--|------------------|
| Construction | 15 |
| Repair-maintenance-preservation | 19 |
| Bike-pedestrian | 7 |
| Sidewalks | 6 |

Transportation Utility Fee (TUF) Survey Results:

Thirty cities responded to the survey, which consisted of three questions:

1. Briefly describe the methodology by which you charge the TUF (for both residential and commercial)
2. How much revenue did you generate in FY13-14?
3. For what purpose(s) were these revenues used—construction, repair-maintenance-preservation, sidewalks, bike-pedestrian, operations, administration, other?

Appendix H

| Transportation Utility Fee | Methodology: | | Revenue used for: | | | | | | | |
|----------------------------|-----------------|-----------------|-------------------|--------------------------------|--------------|---------------------------------|-----------|-----------------|------------|----------------|
| | City: | Residential | Commercial | Revenue generated in FY2013-14 | Construction | Repair/maintenance/preservation | Sidewalks | Bike/pedestrian | Operations | Administration |
| Ashland | Flat Fee | Other | \$1,358,379 | Yes | Yes | Yes | Yes | Yes | Yes | No |
| Bay City | Flat Fee | Other | \$48,500 | No | Yes | No | No | No | No | No |
| Brookings | Flat Fee | Flat Fee | \$186,000 | No | Yes | No | No | No | No | Yes |
| Canby | Flat Fee | Trip Generation | \$538,102 | Yes | Yes | No | No | No | No | No |
| Central Point | Flat Fee | Trip Generation | \$495,000 | Yes | Yes | Yes | Yes | Yes | No | No |
| Corvallis | Trip Generation | Trip Generation | \$482,169 | No | Yes | No | No | No | Yes | No |
| Eagle Point | Flat Fee | Trip Generation | \$300,000 | No | Yes | No | No | Yes | Yes | No |
| Florence | Flat Fee | Flat Fee | \$287,800 | Yes | Yes | No | No | No | No | No |
| Grants Pass | Trip Generation | Trip Generation | \$899,979 | Yes | Yes | No | No | Yes | No | No |
| Hillsboro | Trip Generation | Trip Generation | \$1,748,281 | No | Yes | No | Yes | Yes | No | No |
| Hubbard | Flat Fee | Flat Fee | \$68,660 | No | Yes | No | No | No | No | No |
| La Grande | Flat Fee | Flat Fee | \$400,000 | Yes | No | No | No | No | No | No |
| Lake Oswego | Flat Fee | Trip Generation | \$2,400,000 | Yes | Yes | No | No | Yes | Yes | No |
| Medford | Trip Generation | Trip Generation | \$8,121,940 | No | Yes | No | No | Yes | Yes | No |
| Milwaukie | Flat Fee | Trip Generation | \$618,943 | No | Yes | No | No | No | No | No |
| Myrtle Creek | Flat Fee | Flat Fee | \$4,000 | No | Yes | No | No | Yes | No | No |
| North Plains | Trip Generation | Trip Generation | \$25,538 | Yes | Yes | Yes | Yes | Yes | Yes | No |
| Oregon City | Flat Fee | Trip Generation | \$2,033,790 | No | Yes | No | No | No | No | No |
| Philomath | Flat Fee | Trip Generation | \$52,600 | No | Yes | No | No | Yes | Yes | No |
| Phoenix | Trip Generation | Trip Generation | \$143,883 | Yes | Yes | No | No | Yes | Yes | No |
| Sherwood | Other | Other | \$277,603 | No | Yes | No | No | No | No | No |
| Silverton | Flat Fee | Flat Fee | \$210,564 | Yes | Yes | No | No | No | No | No |
| Stayton | Flat Fee | Flat Fee | \$84,000 | No | Yes | No | No | No | No | No |
| Talent | Flat Fee | Trip Generation | \$155,384 | Yes | Yes | Yes | Yes | Yes | Yes | No |
| Tigard | Other | Other | \$1,946,284 | No | Yes | No | No | No | No | No |
| Toledo | Other | Other | \$1,900 | No | No | Yes | Yes | No | No | No |
| Tualatin | Flat Fee | Trip Generation | \$975,000 | No | Yes | Yes | No | No | No | No |
| West Linn | Flat Fee | Trip Generation | \$1,350,783 | Yes | Yes | Yes | Yes | No | No | No |
| Wilsonville | Flat Fee | Flat Fee | \$679,846 | No | Yes | No | No | No | No | Yes |
| Wood Village | Trip Generation | Trip Generation | \$211,199 | No | Yes | Yes | No | No | No | No |

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: Rescinding 'Commissioner Liaison' roles

AGENDA DATE^a: 11/15 **DEPARTMENT:** Admin **TIME NEEDED:** 20 mins.

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

CONTACT PERSON: John Hitt **PHONE/EXT:** **TODAY'S DATE:** 11/07

BRIEF BACKGROUND OR NOTE^b: Memo Attached

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)John Hitt Memo
- (2)Proposed New Order
- (3) 2017 Department Liaison List

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

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

(If Yes, brief detail) Removes liaison roles of Commissioners and replaces with County Administrator

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: JOHN HITT, INTERIM COUNTY ADMINISTRATOR

SUBJECT: REVISION TO COUNTY COMMISSIONER LAISON POLICY

DATE: (FOR) NOVEMBER 15, 2017

BACKGROUND: The BOC has assigned to each of the three commissioners the role or function of ‘Commissioner Liaison’, ‘Department Liaison’, ‘Liaison Commissioner’ or similar designations. The most recent of these liaison assignments I could find is attached. The nature of these assignments was to give the respective commissioner the authority to, “.....reprimand (oral or written) a department head for performance related issues, inappropriate conduct, etc.” In addition, the “Department Head and Elected Official Handbook’ tasks the Liaison Commissioner with writing performance evaluations, as well as the source for communicating departmental issues and concerns.

RELEVANT FACTS: The current policies, whether viewed individually or collectively, do not encompass the role of County Administrator. In addition, Ordinance 17-01 assigns to the County Administrator the role of, “select, appoint, supervise, discipline or dismiss all County staff and all employees” with several exceptions noted in the ordinance. In addition, the County Administrator, “...shall have control and supervision of all County departments, divisions and offices....and their respective offices and staff...” with the exceptions noted in the ordinance.

OPTIONS:

- 1 Take no action and continue current Liaison Commissioner policies and powers.
2. Adopt the proposed policy and policy order eliminating the Commissioner Liaison designation and roles.
3. Develop a ‘hybrid’ policy that carves out and distinguishes between a Commissioner Liaison role and the roles and responsibilities of the County Administrator. Doing so would likely require an amendment to Ordinance 17-01.

RECOMMENDATION: Adopt the attached proposed policy and order eliminating the Commissioner Liaison roles.



Curry County Board of Commissioners

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

2017 Department Liaison List

Court Boice

Assessor/Tax
Clerk
Curry Public Transit
Fair/4H & Ext. Service Dist.
Treasurer
Veteran's Services

Thomas Huxley

Brookings Airport
Commissioners' Office
Community Development
County Counsel
Economic Development
Finance/HR
Information Technology
Surveyor

Sue Gold

District Attorney
Facilities Maintenance
Juvenile
Parks
Public Health
Roads

Other Liaison Responsibilities

Court Boice

AllCare Health Council
CCD Business Development
CCD Workforce Consortium
Curry Community Health
Local Public Safety Coordinating
Council (LPSCC)
Natural Resource Adv. Comm.
O&C Board of Directors
Oregon Coast Community Action
(ORCCA)
South Coast Business Employment
Corporation
Wild Rivers Coast Forest Collaborative

Thomas Huxley

Board of Property Tax Appeals
(BOPTA)
Border Coast Regional Airport
Authority (BCRAA)
Charter Cable Franchise

Sue Gold

Ambulance Service Area Advisory
Committee (ASAAC)
Coos Curry Hazardous Waste
Regional Solutions
Solid Waste & Recycling

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding)
Order 11016 "Supervision and Discipline of)
Certain County Employees") ORDER NO. _____

WHEREAS, Curry County has created the office and position of County Administrator who has with certain exceptions the authority to "select, supervise, and discipline all county staff and all employees;" and

WHEREAS, it is expedient that these employees be supervised, and when appropriate, disciplined by a single public official; and

WHEREAS, the Board of Curry County Commissioners no longer needs to assign a liaison commissioner for each county department; and

WHEREAS, the County Administrator (alone) ". . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . ." (Curry County Code Section 1.17.060); and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

- 1) All BOC appointments to any "liaison" or "liaison Commissioner" or "Commissioner - Liaison" (or similar).
- 2) Board order 11016 "Order Regarding the Supervision and Discipline of Certain County Employees".
- 3) All authority and role regarding the managing, supervision, evaluation, or discipline of any county employee or department head granted a "liaison commissioner" as granted in or described by the "Department Head And Elected Official Handbook" or "Curry County Personnel Rules.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttli
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

DRAFT

IN THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Rescinding)
Order 13675 "Authority to Commissioners)
to Sign and Approve Certain Reports/) ORDER NO. _____
Journal Entries)

WHEREAS, Curry County has created the office and position of County Administrator; and

WHEREAS, there is, under certain circumstances, a need for a review and sign-off on journal entries, often within a short time frame; and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby rescinds:

- 1) Board Order 13675 "Order Delegating Authority to Individual Commissioners to Sign and Approve Certain Reports and to Review and Sign Journal Entries".

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttli
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order Regarding)
the Supervision and Discipline of) ORDER _____
County Employees and the Review)
of Certain Reports and Journal Entries)

WHEREAS, Curry County has created the office and position of County Administrator who has with certain exceptions the authority to “select, supervise, and discipline all county staff and all employees;” and

WHEREAS, it is expedient that these employees be supervised, and when appropriate, disciplined by a single public official; and

WHEREAS, the Board of Curry County Commissioners no longer needs to assign a liaison commissioner for each county department; and

WHEREAS, the County Administrator (alone) “. . . shall be responsible to the Board of Commissioners for the administration and management of the County and shall have control and supervision of all County departments, Divisions, and Offices, except County Sheriff, County Counsel, and District Attorney . . . “ (Curry County Code Section 1.17.060); and

WHEREAS, all orders delegating otherwise have been rescinded; and

WHEREAS, there is under certain circumstances a need for a review and sign-off on certain reports and journal entries, often within a short time frame; and

NOW, THEREFORE, the Board of Curry County Commissioners (BOC) hereby orders effective immediately:

- 1) The County Administrator shall have the all authority and role regarding the managing, supervision, evaluation, or discipline of any county employee or department head, with the exception as outlined above in Curry County Code.
- 2) The County Administrator shall have the authority when necessary to review certain reports and journal entries in the County’s financial accounting record.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

CURRY COUNTY 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: Board of Commissioner Order designating certain properties as available for consideration as future County parkland.

AGENDA DATE^a: November 15, 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:** 11.06.2017

BRIEF BACKGROUND OR NOTE^b: See attached memo

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) memo and order
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email: johnsonc@co.curry.or.us and
trostj@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: **Administrative Actions**

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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



Board of Commissioners Staff Report

Meeting Date: November 15, 2017

Prepared by: Carolyn Johnson, Community Development Director

Agenda Item: Board of Commissioner Order designating certain properties as available for consideration as future County parkland.

Staff Recommendation: 1) Consider previous Board discussion from February 2016 and October 2017 for a variety of County owned properties that may be of use for future parkland and 2) Determine whether County owned properties should be considered for future park and recreation development.

Summary: In February, 2016, the Board considered seven County parcels for future park designation; these are identified on Attachment 2, among the seven were parcels recently noted by Parks Director Jay Trost with potential value for tourism. While there was unanimous consensus among the Board in 2016 that the properties be considered for future County park use, no Board Order was adopted in this regard. On October 11, 2017, the Board was presented with an additional large group of properties around Boice Cope Park and the Pistol River property that have potential for future park and recreational uses.

Staff seeks a Board order to specify the possible candidate park property locations. As a part of the County's Comprehensive Plan Recreation element and development of a Parks Master Plan work, these properties would be evaluated. This is planned as a part of the 2018 work program and the subject of a recent \$75,000 grant application. Grant award notwithstanding, the subject request lays a portion of the groundwork for the task of planning for future park and recreation opportunities to expand the County's potential for economic vitality.

The properties in question are identified in text and map form as an exhibit to the attached Board Order.

Attachments: 1 – Board Order

**ATTACHMENT 1
BOARD ORDER**

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

**IN THE MATTER OF)
BOARD OF COMMISSIONERS)
AUTHORIZING CONSIDERATION)
OF COUNTY PARCELS FOR)
PARK AND/OR RECREATION)
USE AS A PART OF THE CURRY COUNTY)
COMPREHENSIVE PLAN RECREATION)
ELEMENT UPDATE PARKS MASTER PLAN)**

ORDER NO: _____

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon has considered various County properties relative to potential park and/or recreational use.

NOW, THEREFORE, THE BOARD HEREBY ORDERS that the properties identified in Exhibit 1 be retained for future evaluation as potential County park and recreation facilities.

Dated this 15th day of November, 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

Exhibit 1
Boice Cope park area parcels
Property ID numbers from
Sheet 2 from October 11, 2017 BOC meeting discussion

| | | |
|--------|--------|--------|
| R23932 | R23889 | R23883 |
| R23933 | R23892 | R23882 |
| R23939 | R23891 | R23881 |
| R23941 | R23890 | R23880 |
| R23899 | R23893 | R23879 |
| R23898 | R23894 | R23878 |
| R18869 | R23895 | R23877 |
| R12390 | R23896 | R23876 |
| R18747 | R23897 | R23875 |
| R23905 | R23888 | R23874 |
| R23904 | R23887 | R23873 |
| R23903 | R23886 | R23872 |
| R19603 | R23885 | R23871 |
| R22376 | R23884 | |

February 8, 2016 BOC meeting discussion
Potential parcels for ParksR13227 – Elk River Road property

- R18607 – S. Bank Chetco property**
 - R21699 – N.Bank Rogue property**
 - R23870 – Boice Cope park**
 - R24669 and R24670 – Lobster Creek park**
 - R24686 – Bagnell**
 - R14738 – Pistol River**
-

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 11-7-2017

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

PROPOSED AGENDA ITEM TITLE: Grant Agreement with Oregon Department of Aviation for part of County share of Federal Airport GIS grant match

TIMELY FILED Yes No Needs approval and return to state to receive funding
If No, justification to include with next BOC Meeting

AGENDA DATE^a: 11/15/2017 **DEPARTMENT:** Counsel/Accountant **TIME NEEDED:** 15 min
(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes No If no memo, explain County Accountant will submit memorandum.

CONTACT PERSON: John Hutt/Louise Kallstrom **PHONE/EXT:** 3218 **TODAY'S DATE:** 11/08/2017

BRIEF BACKGROUND OR NOTE^b: (If no memo attached) Brookings Airport FAA fence grant had two components. One was the fence, the other was the Airport GIS (AGIS) mapping work to identify hazards. This COAR grant from the Oregon Department of Aviation helps cover the County's share of its matching funds for the AGIS portion of the fence grant.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

- (1) Grant award letter and exhibits
- (2) Kallstrom Memo
- (3)

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) Provided in County Accountant Memo
3. Does Agenda Item impact County personnel resources? Yes No
(If Yes, brief detail) Job description and budget allocation already in place

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required
OR

File with County Clerk Name: Oregon Department of Aviation
 Send Printed Copy to: Address:
 Email a Digital Copy to: City/State/Zip:
 Other Phone:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No N/A
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 a Personnel Action Form (PAF)? Pending N/A No HR

PART IV – COUNTY ADMINISTRATOR REVIEW

APPROVED FOR 11/15 **BOC MEETING** **Not Approved for BOC Agenda because**
LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) County will pay AGIS grant share not covered by this COAR grant award

ASSIGNED TO: OTHER

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS' REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

Commissioner Court Boice Yes No



Memo

To: Curry County Board of Commissioners
From: Louise Kallstrom, County Accountant
Date: November 8, 2017
Re: Airport COAR Grant – ODA Matching Funds

The FAA grant for the Wildlife Fence project is almost completed. The final part of the project is the Airport GIS (AGIS) mapping work to identify hazards. The County is responsible for matching at 10% of the total project cost.

An application to Oregon Department of Aviation to cover 90% of the County's 10% match was done in the 2016-2017 Fiscal Year and awarded to the County in the amount of \$10,125.00 on 03/07/2017.

The last step for the ODA COAR grant is for the governing body to provide the authority to execute the grant to the individual signing the grant agreement.

Calculations for the County of the status of the 2017-2018 Airport Grant Fund:

| | |
|------------------------------------|------------------------------|
| AGIS Project (balance at 07/01/17) | <u>\$128,254</u> |
| COAR Grant | \$ 10,125 (awarded 03/07/17) |
| FAA Grant | \$ 115,428 (at 90%) |
| 2017-18 County contribution | <u>\$ 2,701</u> |
| | <u>\$ 128,254</u> |

This year's adopted budget is:

| | |
|---------------------|-------------------|
| FAA Grant | \$ 121,500 |
| County contribution | <u>\$ 13,500</u> |
| Total Budget | <u>\$ 135,000</u> |

Since the County contribution comes from the General Fund, and we will not need the total budgeted amount because of the COAR grant, there will be cost savings (Transfer to Fund 1.30) in the 2017-2018 General Fund of \$10,800.00.

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM
Brookings Airport
Project Name: AIP Match AGIS

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, hereinafter referred to as "ODA" or as the "State", and **Curry County**, acting by and through its elected officials, herein referred to as "Recipient," both herein referred to individually or collectively as "Party" or "Parties".

I. TERMS OF AGREEMENT:

1. Effective Date. This Agreement shall become effective on March 7, 2017. This Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before two years after the Effective Date (the "Availability Termination Date"). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

2. Agreement Documents. This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODA prior to the execution of this Agreement**

Exhibits A and B are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B.

3. Project Cost; Grant Funds; Match. The maximum obligation of the State payable under this grant shall be **\$10,125.00**. The total Project Cost is estimated at **\$132,047.10**. In accordance with the terms and conditions of this Agreement, ODA shall provide Recipient Grant Funds in an amount not to exceed **\$10,125.00** or 7.7% of the total Project Cost, whichever is less, of Project Costs described in Section 5.b hereof. Recipient shall provide matching funds in an amount of **\$3,080.00** or 2.3% of the total Project Cost as described in Exhibit A. ODA will withhold five percent (5%) of the Grant Funds to be distributed as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODA. In accordance with the provisions of Section 6, Recipient shall notify ODA in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODA.

5. Grant Funds.

a. Use of Grant Funds; Grant Award; No Exclusive Right. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODA approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 17.

- i. Recipient agrees to spend the Grant Funds within 2 years of the Effective Date, after which time ODA may withdraw the grant award at its sole discretion.
- ii. In accepting Grant Funds, the Recipient, its contractors, and lessees or any successor thereto shall not convey any exclusive right for the use of the airport, of the improvements or services at the airport for a period of not less than 20 years.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if such ODA (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements and Milestone Progress Reports. ODA will not disburse Grant Funds to the Recipient for the Project until expenses have been incurred. Recipient shall submit to Program Coordinators on a monthly basis a Request for Reimbursement (Form 109-007) along with a Milestone Progress Report (Form 109-008) the forms of which are hereby incorporated by reference.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference to ODA's Program Coordinators:

- a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009), the form which is hereby incorporated by reference, to ODA's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.
- b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODA's approval

of a Request for Change. A Request for Change Order may be rejected at the discretion of ODA. ODA may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the original Agreement.

7. Inspection Schedule and Reporting System. Projects receiving both State and Federal Aid will be required to submit to ODA copies of progress reports submitted to the Federal Aviation Administration. Projects not receiving Federal Aid will be required to submit monthly progress reports to ODA. The Inspection Schedule will be placed on a quarterly basis. On projects taking less than three (3) months, the Recipient must make reports and be inspected the following schedule:

- a. Recipient report project commencement date.
- b. Recipient report project completion date and request final inspection.
- c. ODA will make final inspection and sign off project as completed.
- d. ODA will require Recipient to submit verification of all expenditures to substantiate final payment.

8. Final Report. Recipient shall submit a written report to ODA's Program Coordinators that identifies the number of jobs created or retained both during construction and after a Project completion, as a direct result of this Project. This report must also include the number of jobs projected in the application. This report must also include data on the methodology that measures the Project's success as described in the grant application. The report must be received and approved by ODA within ninety (90) days after the completion of Project. Recipient's obligation to provide this report will survive expiration of this Agreement. Recipient shall use Final Report form, which also must be signed by Recipient

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODA shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5 up to the amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODA within forty-five (45) days of ODA's approval of a request for reimbursement from Recipient. Requests for Reimbursement will identify the Project, Agreement number, the request for reimbursement number or the account number or both, and itemize all expenses as well as provide a detailed breakdown of Project Costs expended and Grant Funds reimbursed to date, and the amount of undisbursed Grant Funds. Upon request by ODA, Recipient shall provide to ODA proof of payment and backup documentation supporting Recipient's invoices. Requests for reimbursement shall be submitted monthly for any month for which Recipient seeks reimbursement of eligible costs. Eligible costs are the reasonable and necessary costs incurred by the Recipient, or under a sub-agreement described in Section 13 of this Agreement, in performance of the Project and that are not excluded from reimbursement by ODA, either by this Agreement or by exclusion as a result of financial review or audit. ODA shall disburse funds to Recipient direct deposit through an Automatic Clearing House (ACH).

b. Conditions Precedent to Disbursement. ODA's obligation to disburse Grant Funds to

Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

1. ODA has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
3. Recipient has provided to ODA a request for reimbursement in accordance with Section 5. Recipient must submit its final request for reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final request for reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
4. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODA in order to be established through ODA's financial system for the disbursement of Grant Funds.

c. Retainage. ODA will withhold five percent (5%) of the entire cost for the duration of the project and shall release this retainage at such time as ODA certifies completion and acceptance of the Project.

d. General Right to withhold Payments. ODA reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODA reserves the right to reallocate any portion of the Grant Fund that ODA estimates the Recipient will use.

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODA. Recipient shall return all Misexpended Funds to ODA promptly after ODA's written demand and no later than fifteen (15) days after ODA's written demand. Recipient shall return all unexpended Grant Funds to DOT within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODA as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory

commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

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

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODA immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the date of the Agreement. If this condition is not met, Recipient shall immediately reimburse to ODA all State funds used on Project State. The amount reimbursed shall be the sum equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the airport remained open after the Grant Funds were provided distributed.

b. Recipient also warrants and agrees that all income derived from the airport shall be deposited in an account for a period of at least 20 years from the date of the Agreement, and these funds shall be used only for operation, maintenance or capital improvement of the airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODA, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODA, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODA, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODA under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODA to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Subagreements. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of ODA. Recipient shall not assign this Agreement in whole or in part or attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of ODA.

14. Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODA. ODA may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODA under any of the following conditions:

1. If The Recipient fails to provide payment of its share of the cost of the Project;
2. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein or any extension thereof.

3. If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODA fails to correct such failures within 10 days or such longer period as ODA may authorize.
4. If ODA fails to receive funding, appropriations, limitations or other expenditure;
5. authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
6. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODA is prohibited from paying for such Project work from the planned funding source; or
7. If, in the sole opinion of ODA, the Project would not produce results that are commensurate with the further expenditure of funds.

c. Rights upon Termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

III. GENERAL PROVISIONS:

15. Indemnification and Hold Harmless. Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODA harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODA may incur from Recipient's performance of this Agreement.

16. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

17. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

18. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

19. No Third Party Beneficiaries. ODA and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

20. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contactor ODA Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODA, such facsimile transmission must be confirmed by telephone notice to ODA Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

21. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODA (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

22. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

23. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation. Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

24. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODA. Recipient has no right or authority to incur or create

any obligation for or legally bind ODA in any way. ODA cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODA, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

27. Integration and Waiver. This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODA to enforce any provision of this Agreement shall not constitute a waiver by ODA of that or any other provision.

28. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Nohemi Ramos, or Matt Lawyer, or each of their successors
3040 25th Street SE
Salem, OR 97302

Nohemi Ramos, Program Coordinator
nohemi.ramos@aviation.state.or.us
503-378-4881

Matt Lawyer, Program Coordinator
matthew.a.lawyer@aviation.state.or.us
503-378-4888

Heather Peck, Program Manager
heather.peck@aviation.state.or.us
503-378-3168

In the absence of any of the above-named individuals during the term of this Agreement, ODA shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW

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

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

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

CURRY COUNTY, by and through its elected officials

STATE OF OREGON, by and through its Department of Aviation

By _____
(Legally designated representative)

By _____
Director

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

By _____
Recipient's Legal Counsel

By _____
Department of Justice

Date _____

Date _____

Recipient Contact:
John HuttI, Curry County Counsel / Airport
Manager
94235 Moore Street, Suite 123
Gold Beach, OR 97444
(541) 247-3218
huttIj@co.curry.or.us

ODA Contacts:
Nohemi Ramos, Program Coordinator
3040 25th Street SE
Salem, OR 97302
(503) 378-4881
nohemi.ramos@aviation.state.or.us

Matt Lawyer, Program Coordinator
3040 25th Street SE
Salem, OR 97302
(503) 378-4888
matthew.a.lawyer@aviation.state.or.us



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number:
Project Name: BOK AIP Match AGIS

A. PROJECT DESCRIPTION

BOK AIP Match AGIS. Project is an FAA AGIS Obstruction survey for Brookings Airport.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODA Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Milestone completion date shown in this Exhibit.

The anticipated start date of Project is:

The estimated completion date of Project is:

Table 1: Milestones

| Milestone | Estimated Start Date | Estimated Completion Date |
|---|----------------------|---------------------------|
| Scoping and Planning | 09/01/2014 | 09/30/2014 |
| Right-of-Way, Land Acquisition | | |
| Permits | | |
| Final plans/bidding engineering documents | | |
| Contract Award | 08/05/2015 | 08/05/2015 |
| Project Completion | 12/02/2015 | 07/31/2018 |

Table 2: Funding Breakdown

| | |
|--|--|
| Project Cost | Expenditures to-date |
| <input type="text" value="\$ 134,623.00"/> | <input type="text" value="\$ 2,575.90"/> |

| | | |
|-----------------------|--------------|-------|
| Recipient Match | \$ 3,080.00 | 0.00% |
| Grant Award Amount | \$ 10,125.00 | 0.00% |
| Adjusted Project Cost | \$ 13,205.00 | 0.00% |



Aviation Project Funding Request – 2016

Introduction

- Please read the Aviation Project Funding Request instructions prior to completing this application.
- The application instructions, sample application, and draft grant agreement are available on the Oregon Department of Aviation [website](#).
- Submission instructions are detailed in Section 3 of the application instructions.
- Completed application and checklist are required.
- Answer all questions. Enter N/A where applicable.

1. Applicant

| | |
|-------------------------------|---------------------------|
| Organization Name | Contact Person |
| Curry County | Susan Brown |
| Address 1 | Contact Person Title |
| 94235 Moore Street, Suite 122 | Curry County Commissioner |
| Address 2 | Phone |
| | 541-247-3296 |
| City, State, ZIP | E-mail Address |
| Gold Beach, OR 97444 | browns@co.curry.or.us |

2. Project Name and Location

| | |
|---|-------------------|
| Project Name | Project Location |
| BOK AIP Match AGIS | Brookings Airport |
| County tax parcel identification number(s): | |
| MAPTAXLOT: 4013-31-00200 | |

3. Category of Airport:

Select the category of airport as listed in the current Oregon Aviation Plan (OAP):

Category 4 – Community

4. ODOT ConnectOregon region:

Select one ODOT region for the project: Region 3

5. Certification

By checking this box, I certify that Curry County supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for Aviation System Assistance Program funds. I further certify that matching funds are available or will be available for the proposed project. I understand the all State of Oregon rules for contracting, auditing, underwriting (where applicable), and payment will apply to this project. I certify that I have read the Sample Draft Agreement and will sign the Agreement if selected.

Date: 10/14/2016

6. Project Summary

Provide a brief summary of the project:

This FAA AIP funded project will conduct an Airport Geographical Information Survey (AGIS) Obstruction Survey.

7. Project Purpose and Description

Provide a detailed project description:

Recent projects have prompted the need for a new aeronautical survey to ensure existing procedures can be evaluated by FAA Procedure Development to assure they are not obstructed. A survey will be conducted in accordance with FAA's Airport Geographical Information System (AGIS) guidelines in AC 150/5300-18B (18B). The AGIS Obstruction Survey will identify obstructions/hazards in BOK airspace which will require removal by a subsequent project; and will provide data for the Sponsor's request for FAA's design of an instrument approach procedure for BOK.

8. Project Overview

Select all that apply to the project. Cite supporting documentation and submit with application.

Supporting Documentation

a. Prevents future deficiencies and preserves existing facilities Yes No The AGIS obstruction survey is necessary to document the airspace around the airport in order to develop an instrument approach

| | | |
|--|---|---|
| procedure. Understanding the Airports boundaries and obstructions prevents future deficiencies and preserves existing facilities. | | |
| b. Eliminates existing deficiencies as described in the current OAP | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The 2007 OAP lists eliminating potential obstructions around the Airport as a recommended improvement. The AGIS survey will document the airspace and allow development of a plan to eliminate any deficiencies. |
| c. Modernizes the airport by exceeding state or federal minimum standards as stated in the current OAP and identified by FAA ACs or other regulations. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS is the first step in developing an instrument approach at the Airport. An instrument approach would improve safety and operating efficiency while exceeding state and federal minimum standards. |
| d. Leverages federal funds | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | This grant seeks funds to match FAA AIP Grant |
| e. Contributes to the airport's self-sufficiency | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Funds from this grant would allow the Airport to save local funds and re-appropriate the money to maintenance and other Airport projects not eligible for State or federal funding. |
| f. NPIAS airport | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | As described in the OAP, Brookings is a NPIAS airport. |
| g. Existence of airport zoning | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Airport zoning allows development of on airport aviation uses and protection from encroachment into approach surfaces. |
| h. Maintenance commitment | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Curry County will be responsible for the maintenance of the security fence. |
| i. Potential expansion, both on and off airport | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS and potential future development of an instrument landing procedure would create an opportunity for expansion both on and off the Airport. By allowing pilots and cargo planes to access the Airport at night and in poor weather conditions, the Airport becomes a more valuable asset to the region. |
| j. Availability of adequate surface access to airport | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The Airport is located just off US Highway 101 with direct access provided by Dodge Ave and Parkview Drive. |
| k. Significance of environmental impact | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | The AGIS will not have a significant impact on the environment. |
| l. Costs and benefits of improvements | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS results data that is essential to the Airport's future and growth. The AGIS serves as a foundation for construction projects, future development, and economic growth. |
| m. Economic development | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS is the first step in developing an instrument approach, which makes the Airport a resource for emergency access, life flight, and forest fire fighting. These operations will also provide opportunity for economic growth and development in Brookings. |
| n. Evidence of local support | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Support for this project has been shown by the County Commissioners and the local aviation advisory committee through their support of the FAA grants. |
| o. Local match available | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The local match is available as required by the COAR Grant Program. |
| p. Minimizes airport redundancy | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | This airport is critical to the southern Oregon Coast. It is certainly not redundant. |

9. Project Category

Check the category of project for which you are requesting funding. (Please select only one.)

Project Category of Funding Request

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Assistance with FAA AIP grant match |
| <input type="checkbox"/> | Emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan |
| <input type="checkbox"/> | Critical/essential services or equipment |
| <input type="checkbox"/> | Aviation-related business development on airport |
| <input type="checkbox"/> | Airport development for local economic development |

10. Description of Elements of Project Category

Provide a short description of how the project fits into the project category selected in Question 9. (Document will expand to allow additional lines.)

The project costs for this phase are 90% funded by FAA AIP. The request for ASAP funds is solely for assistance with the 10% local match.

11. Documentation and Permits

Complete the following table regarding pre-construction documentation. Provide the date the document was completed and select "Completed" from the drop-down menu. If the document is currently underway, select "Underway" from the drop-down menu and provide the expected completion date. If the funding proposal is for the purchase of equipment, select the "Equipment" box.

| Document Description | Date Completed | Est. Completion Date | Status | Equipment |
|-----------------------------------|----------------|----------------------|-----------|--------------------------|
| a. Airport Layout Plan | Nov 15, 2015 | | Completed | <input type="checkbox"/> |
| b. Environmental Impact Statement | Jan 15, 2015 | | Completed | <input type="checkbox"/> |

Note any required permits, date issued, completion status and required status. Click the "+" button to add another permit.

| Permit Type | Date Issued | Completion Status | Required Status |
|-------------|-------------|-------------------|-----------------|
| | | | |

12. Milestones

Complete the following table regarding current and projected milestones for the project. Check to indicate if it is a construction or non-construction project.

| | <input type="checkbox"/> Construction Projects | <input checked="" type="checkbox"/> Other/Non-construction Projects (describe) | Has the milestone been met? | Projected milestone start date | Projected milestone completion date |
|---|--|--|-----------------------------|--------------------------------|-------------------------------------|
| 1 | Scoping and planning | AGIS | Yes | 9/2014 | 9/2014 |
| 2 | Right-of-way, land acquisition | AGIS - N/A | No | N/A | N/A |
| 3 | Permits | AGIS - N/A | No | N/A | N/A |
| 4 | Final plans/bidding engineering documents | AGIS - N/A | No | N/A | N/A |
| 5 | Construction contract award | AGIS - N/A | No | N/A | N/A |
| 6 | Project completion | AGIS | No | 5/1/2017 | 5/1/2017 |

Statewide Impact of Project

Per ORS 367.084(3), the applicant MUST answer the following questions:

13. Does the proposed transportation project reduce transportation costs for Oregon businesses or improve access to jobs and sources of labor? If yes, provide a short explanation.

Yes. A safer airport benefits many of Oregon's Cluster Industries. It benefits the Aviation Cluster by making the airport easier to use for pilots wanting to visit this region of the state. This project will also serve Tourism and Hospitality Cluster by improving airport access to tourists arriving by air. The survey results from the 2007 OAP indicate that tourism is a prime use of the Airport. By improving the efficiency of the fire fighting operations conducted by the BLM, USFS, and State Forestry Department, the Forestry and Wood Products Cluster will be enhanced by reducing losses caused by forest fires. The Brookings area is also home to large timber and lumber operations, which could be expanded with air access provided by the Airport.

14. Does the proposed transportation project result in an economic benefit to the state? If yes, provide a short explanation.

Yes. The improved safety at the airport will help bring more operations to the Airport. Currently, the Airport brings just under 2,000 GA visitors per year. Bringing more GA visitors will generate revenue in the region and the state as a whole. Upgraded safety features will also attract more business to the Brookings area and result in economic benefit to Oregon.

15. Is the proposed transportation project a critical link connecting elements of Oregon's transportation system that will measurably improve utilization and efficiency of the system? If yes, provide a short explanation.

Yes. An added instrument approach will ensure life flight is able to operate more reliably safely, and better serve the community and surrounding area. By enhancing life flight the State will be strengthening the link between air and ground transportation for people in critical need of medical attention. The Airport provides another link between air and ground; as a base during forest fire

season. The Airport is utilized for air cargo delivery, which will be improved with an instrument approach. Connecting people with goods and services will improve utilization and efficiency of the transportation system.

16. Budget

How much of the cost of the proposed transportation project can be borne by the applicant? Provide the funding source and the amount of funding from that source.

a. Total Project Cost or Total FAA AIP Grant Match Amount:

b. Applicant Match

| Source of Match Funds | Amount | Percent of Project Cost | Date Available |
|--|----------------|-------------------------|----------------|
| Airport Category 4 Minimum COAR Match Requirement: | | 10.00% | |
| Curry County | \$1,125 | 10.00% | Jan 1, 2017 |
| Total match funds: | \$1,125 | 10.00% | |

c. Aviation Project Funding Request to ODA

| | | |
|----------------------------|----------|--------|
| Amount requested from ODA: | \$10,125 | 90.00% |
|----------------------------|----------|--------|

d. Project Budget Summary

| | | |
|---|-----------------|----------------|
| Total applicant matching funds: | \$1,125 | 10.00% |
| Funding request to ODA | \$10,125 | 90.00% |
| Total project cost or total FAA AIP grant match requirement: | \$11,250 | 100.00% |

e. Pre-Agreement Expenditures

Has the project incurred any expenditures prior to the completion of this agreement, if awarded? If yes, explain.

No. The local match has not yet been expended and the AGIS has not yet started. The FAA Grant remains open.

17. Is the proposed transportation project ready for construction or implementation? Describe any unique construction-readiness, project implementation issues, or possible delays.

Yes. There are no unique aspects, project implementation issues, or possible delays anticipated with this project.

18. Does the proposed transportation project have a useful life expectancy that offers maximum benefit to the State? If yes, provide a short explanation.

The AGIS data serves as a data base that can be used for many years. The survey will have a useful life until major construction is done at the Airport, after which time the survey would need to be updated. Periodic updates to the base data to be collected in this project will be required to account for the growth of trees in the vicinity of the airport.

19. Submission

By signing this application, I certify that I am the authorizing representative for the Airport specified in this application. In consideration for receipt of program funds, Curry County agrees to keep the airport open for public use for a minimum of 20 years from the date of the Agreement, if selected as a grant recipient and awarded grant funds.

To submit electronically, type your name in the signature box below and submit using a password-protected e-mail account associated with your agency. See instructions for file naming requirements and e-mail address for submission.

| | | | |
|-------------|---------------------------|-------------|-------------|
| Susan Brown | Curry County Commissioner | Susan Brown | 10/12/20169 |
| Print Name | Title | Signature | Date |

AVIATION DEPARTMENT USE ONLY

CURRY COUNTY - BROOKINGS AIRPORT (KBOK)
 CAPITAL IMPROVEMENT PROGRAM CIP UPDATE
 FFY 2017 - 2022
 October 2016

| CIP UPDATE FOR BROOKINGS AIRPORT (KBOK) - 9/29/2016 | | | | | |
|---|--|--------------------------------|------------|--------------|-----------------|
| Year | Project Name | Non-Primary Entitlements (NPE) | ST/DI | Total | Project Cost |
| 2016 | Wildlife Fencing Ph2 (additional construction costs) | \$ 144,000 | \$ - | \$ 144,000 | \$ 160,000 |
| 2017 | PMP (placeholder) | \$ 20,000 | | \$ 20,000 | \$ 22,222 |
| 2017 | Obstructions Removal | \$ 136,000 | \$ 44,000 | \$ 180,000 | \$ 200,000 |
| 2018 | Carry Over | \$ - | | \$ - | \$ - |
| 2019 | Master Plan Update | \$ 300,000 | | \$ 300,000 | \$ 333,333 |
| 2020 | PMP (placeholder) | \$ 20,000 | | \$ 20,000 | \$ 22,222 |
| 2020 | Construct SW Taxiway (Env/Prelim Design) | \$ 130,000 | \$ 32,000 | \$ 162,000 | \$ 180,000 |
| 2021 | Construct SW Taxiway (Design and Construct) | \$ 150,000 | \$ 840,000 | \$ 990,000 | \$ 1,100,000.00 |
| 2022 | Carry Over | \$ - | | \$ - | \$ - |
| Total = | | \$ 900,000 | \$ 916,000 | \$ 1,816,000 | \$ 2,017,778 |

| Non-Primary Entitlement Funds (NPE) Cash Flow | | | |
|---|--------------|--|--|
| NPE Avail | Project Cost | Project | NOTES |
| \$ 150,000 | | | << NPE Balance on 2/11/16 (FAA CIP Letter) |
| \$ (144,000) | \$ 160,000 | Wildlife Fencing Ph2 (additional construction costs) | << FFY 2016 Grant |
| \$ 150,000 | | | << Add NPE for FFY 2017 |
| \$ 156,000 | | | << NPE Balance on 10/1/16 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2017 Project |
| \$ (136,000) | \$ 200,000 | Obstructions Removal | << FFY 2017 Project |
| \$ 150,000 | | | << Add NPE for FFY 2018 |
| \$ 150,000 | | | << NPE Balance on 10/1/17 |
| \$ - | \$ - | Carry Over | << FFY 2018 Project |
| \$ 150,000 | | | << Add NPE for FFY 2019 |
| \$ 300,000 | | | << NPE Balance on 10/1/18 |
| \$ (300,000) | \$ 333,333 | Master Plan Update | << FFY 2019 Project |
| \$ 150,000 | | | << Add NPE for FFY 2020 |
| \$ 150,000 | | | << NPE Balance on 10/1/19 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2020 Project |
| \$ (130,000) | \$ 180,000 | Construct SW Taxiway (Env/Prelim Design) | << FFY 2020 Project |
| \$ 150,000 | | | << Add NPE for FFY 2021 |
| \$ 150,000 | | | << NPE Balance on 10/1/20 |
| \$ (150,000) | \$ 1,100,000 | Construct SW Taxiway (Design and Construct) | << FFY 2021 Project |
| \$ 150,000 | | | << Add NPE for FFY 2022 |
| \$ 150,000 | | | << NPE Balance on 10/1/21 |
| \$ - | \$ - | Carry Over | << FFY 2022 Project |
| \$ 150,000 | | | << Add NPE for FFY 2023 |
| \$ 300,000 | | | << NPE Balance on 10/1/22 |

<< will need \$44,000 in ST/DI funds

<< will need \$32,000 in ST/DI funds

<< will need \$840,000 in ST/DI funds

CURRY COUNTY - BROOKINGS AIRPORT (KBOK)
CAPITAL IMPROVEMENT PROGRAM CIP UPDATE
FFY 2017 - 2022
October 2016

| CIP UPDATE FOR BROOKINGS AIRPORT (KBOK) - 9/29/2016 | | | | | |
|---|--|--------------------------------|------------|--------------|-----------------|
| Year | Project Name | Non-Primary Entitlements (NPE) | ST/DI | Total | Project Cost |
| 2016 | Wildlife Fencing Ph2 (additional construction costs) | \$ 144,000 | \$ - | \$ 144,000 | \$ 160,000 |
| 2017 | PMP (placeholder) | \$ 20,000 | | \$ 20,000 | \$ 22,222 |
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| 2018 | Carry Over | \$ - | | \$ - | \$ - |
| 2019 | Master Plan Update | \$ 300,000 | | \$ 300,000 | \$ 333,333 |
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| 2020 | Construct SW Taxiway (Env/Prelim Design) | \$ 130,000 | \$ 32,000 | \$ 162,000 | \$ 180,000 |
| 2021 | Construct SW Taxiway (Design and Construct) | \$ 150,000 | \$ 840,000 | \$ 990,000 | \$ 1,100,000.00 |
| 2022 | Carry Over | \$ - | | \$ - | \$ - |
| Total = | | \$ 900,000 | \$ 916,000 | \$ 1,816,000 | \$ 2,017,778 |

| Non-Primary Entitlement Funds (NPE) Cash Flow | | | |
|---|--------------|--|--|
| NPE Avail | Project Cost | Project | NOTES |
| \$ 150,000 | | | << NPE Balance on 2/11/16 (FAA CIP Letter) |
| \$ (144,000) | \$ 160,000 | Wildlife Fencing Ph2 (additional construction costs) | << FFY 2016 Grant |
| \$ 150,000 | | | << Add NPE for FFY 2017 |
| \$ 156,000 | | | << NPE Balance on 10/1/16 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2017 Project |
| \$ (136,000) | \$ 200,000 | Obstructions Removal | << FFY 2017 Project |
| \$ 150,000 | | | << Add NPE for FFY 2018 |
| \$ 150,000 | | | << NPE Balance on 10/1/17 |
| \$ - | \$ - | Carry Over | << FFY 2018 Project |
| \$ 150,000 | | | << Add NPE for FFY 2019 |
| \$ 300,000 | | | << NPE Balance on 10/1/18 |
| \$ (300,000) | \$ 333,333 | Master Plan Update | << FFY 2019 Project |
| \$ 150,000 | | | << Add NPE for FFY 2020 |
| \$ 150,000 | | | << NPE Balance on 10/1/19 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2020 Project |
| \$ (130,000) | \$ 180,000 | Construct SW Taxiway (Env/Prelim Design) | << FFY 2020 Project |
| \$ 150,000 | | | << Add NPE for FFY 2021 |
| \$ 150,000 | | | << NPE Balance on 10/1/20 |
| \$ (150,000) | \$ 1,100,000 | Construct SW Taxiway (Design and Construct) | << FFY 2021 Project |
| \$ 150,000 | | | << Add NPE for FFY 2022 |
| \$ 150,000 | | | << NPE Balance on 10/1/21 |
| \$ - | \$ - | Carry Over | << FFY 2022 Project |
| \$ 150,000 | | | << Add NPE for FFY 2023 |
| \$ 300,000 | | | << NPE Balance on 10/1/22 |

<< will need \$44,000 in ST/DI funds

<< will need \$32,000 in ST/DI funds

<< will need \$840,000 in ST/DI funds



Oregon

Kate Brown, Governor



3040 25th Street, SE
Salem, OR 97302-1125
Phone: (503) 378-4880
Toll Free: (800) 874-0102
FAX: (503) 373-1688

October 31, 2017

Mr. John Hutt
Curry County Counsel / Airport Manager
94235 Moore Street, Suite 123
Gold Beach, OR 97444

Dear Mr. Hutt: *John,*

We are enclosing the Grant Offer for COAR Grant No. COAR-2017-BOK-00030 at the Brookings Airport, Gold Beach, Oregon.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. You may not make any modification to the text, terms or conditions of the grant offer.
- c. After you properly execute the grant agreement:
 - Return the signed Grant Agreement to ODA via the e-Grants software.
 - Retain a copy for your records.

We will be paying close attention to your progress to ensure proper stewardship of these State funds. You are expected to submit requests for reimbursements of allowable incurred project expenses in accordance with project progress.

Until the grant is completed and closed, you are responsible for submitting progress reports (ODA form 109-007) with each request for reimbursement.

Once the project is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by ODA.

Nohemi Ramos, (503) 378-4881, and Matt Lawyer, (503) 378-4888, are the assigned Program Coordinators for this grant and are readily available to assist you. We sincerely value your cooperation in these efforts and look forward to working with you.

Sincerely,

Mitch Swecker
Director

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM
Brookings Airport
Project Name: AIP Match AGIS

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, hereinafter referred to as "ODA" or as the "State", and **Curry County**, acting by and through its elected officials, herein referred to as "Recipient," both herein referred to individually or collectively as "Party" or "Parties".

I. TERMS OF AGREEMENT:

1. Effective Date. This Agreement shall become effective on March 7, 2017. This Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before two years after the Effective Date (the "Availability Termination Date"). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

2. Agreement Documents. This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODA prior to the execution of this Agreement**

Exhibits A and B are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B.

3. Project Cost; Grant Funds; Match. The maximum obligation of the State payable under this grant shall be **\$10,125.00**. The total Project Cost is estimated at **\$132,047.10**. In accordance with the terms and conditions of this Agreement, ODA shall provide Recipient Grant Funds in an amount not to exceed **\$10,125.00** or 7.7% of the total Project Cost, whichever is less, of Project Costs described in Section 5.b hereof. Recipient shall provide matching funds in an amount of **\$3,080.00** or 2.3% of the total Project Cost as described in Exhibit A. ODA will withhold five percent (5%) of the Grant Funds to be distributed as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODA. In accordance with the provisions of Section 6, Recipient shall notify ODA in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODA.

5. Grant Funds.

a. Use of Grant Funds; Grant Award; No Exclusive Right. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODA approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 17.

- i. Recipient agrees to spend the Grant Funds within 2 years of the Effective Date, after which time ODA may withdraw the grant award at its sole discretion.
- ii. In accepting Grant Funds, the Recipient, its contractors, and lessees or any successor thereto shall not convey any exclusive right for the use of the airport, of the improvements or services at the airport for a period of not less than 20 years.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if such ODA (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements and Milestone Progress Reports. ODA will not disburse Grant Funds to the Recipient for the Project until expenses have been incurred. Recipient shall submit to Program Coordinators on a monthly basis a Request for Reimbursement (Form 109-007) along with a Milestone Progress Report (Form 109-008) the forms of which are hereby incorporated by reference.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference to ODA's Program Coordinators:

- a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009), the form which is hereby incorporated by reference, to ODA's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.
- b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODA's approval

of a Request for Change. A Request for Change Order may be rejected at the discretion of ODA. ODA may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the original Agreement.

7. Inspection Schedule and Reporting System. Projects receiving both State and Federal Aid will be required to submit to ODA copies of progress reports submitted to the Federal Aviation Administration. Projects not receiving Federal Aid will be required to submit monthly progress reports to ODA. The Inspection Schedule will be placed on a quarterly basis. On projects taking less than three (3) months, the Recipient must make reports and be inspected the following schedule:

- a. Recipient report project commencement date.
- b. Recipient report project completion date and request final inspection.
- c. ODA will make final inspection and sign off project as completed.
- d. ODA will require Recipient to submit verification of all expenditures to substantiate final payment.

8. Final Report. Recipient shall submit a written report to ODA's Program Coordinators that identifies the number of jobs created or retained both during construction and after a Project completion, as a direct result of this Project. This report must also include the number of jobs projected in the application. This report must also include data on the methodology that measures the Project's success as described in the grant application. The report must be received and approved by ODA within ninety (90) days after the completion of Project. Recipient's obligation to provide this report will survive expiration of this Agreement. Recipient shall use Final Report form, which also must be signed by Recipient

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODA shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5 up to the amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODA within forty-five (45) days of ODA's approval of a request for reimbursement from Recipient. Requests for Reimbursement will identify the Project, Agreement number, the request for reimbursement number or the account number or both, and itemize all expenses as well as provide a detailed breakdown of Project Costs expended and Grant Funds reimbursed to date, and the amount of undisbursed Grant Funds. Upon request by ODA, Recipient shall provide to ODA proof of payment and backup documentation supporting Recipient's invoices. Requests for reimbursement shall be submitted monthly for any month for which Recipient seeks reimbursement of eligible costs. Eligible costs are the reasonable and necessary costs incurred by the Recipient, or under a sub-agreement described in Section 13 of this Agreement, in performance of the Project and that are not excluded from reimbursement by ODA, either by this Agreement or by exclusion as a result of financial review or audit. ODA shall disburse funds to Recipient direct deposit through an Automatic Clearing House (ACH).

b. Conditions Precedent to Disbursement. ODA's obligation to disburse Grant Funds to

Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

1. ODA has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
3. Recipient has provided to ODA a request for reimbursement in accordance with Section 5. Recipient must submit its final request for reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final request for reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
4. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODA in order to be established through ODA's financial system for the disbursement of Grant Funds.

c. Retainage. ODA will withhold five percent (5%) of the entire cost for the duration of the project and shall release this retainage at such time as ODA certifies completion and acceptance of the Project.

d. General Right to withhold Payments. ODA reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODA reserves the right to reallocate any portion of the Grant Fund that ODA estimates the Recipient will use.

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODA. Recipient shall return all Misexpended Funds to ODA promptly after ODA's written demand and no later than fifteen (15) days after ODA's written demand. Recipient shall return all unexpended Grant Funds to DOT within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODA as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory

commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

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

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODA immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the date of the Agreement. If this condition is not met, Recipient shall immediately reimburse to ODA all State funds used on Project State. The amount reimbursed shall be the sum equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the airport remained open after the Grant Funds were provided distributed.

b. Recipient also warrants and agrees that all income derived from the airport shall be deposited in an account for a period of at least 20 years from the date of the Agreement, and these funds shall be used only for operation, maintenance or capital improvement of the airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODA, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODA, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODA, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODA under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODA to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Subagreements. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of ODA. Recipient shall not assign this Agreement in whole or in part or attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of ODA.

14. Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODA. ODA may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODA under any of the following conditions:

1. If The Recipient fails to provide payment of its share of the cost of the Project;
2. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein or any extension thereof.

3. If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODA fails to correct such failures within 10 days or such longer period as ODA may authorize.
4. If ODA fails to receive funding, appropriations, limitations or other expenditure;
5. authority sufficient to allow ODA, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
6. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODA is prohibited from paying for such Project work from the planned funding source; or
7. If, in the sole opinion of ODA, the Project would not produce results that are commensurate with the further expenditure of funds.

c. Rights upon Termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

III. GENERAL PROVISIONS:

15. Indemnification and Hold Harmless. Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODA harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODA may incur from Recipient's performance of this Agreement.

16. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

17. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

18. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

19. No Third Party Beneficiaries. ODA and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

20. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contactor ODA Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODA, such facsimile transmission must be confirmed by telephone notice to ODA Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

21. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODA (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

22. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

23. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation. Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

24. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODA. Recipient has no right or authority to incur or create

any obligation for or legally bind ODA in any way. ODA cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODA, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

27. Integration and Waiver. This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODA to enforce any provision of this Agreement shall not constitute a waiver by ODA of that or any other provision.

28. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Nohemi Ramos, or Matt Lawyer, or each of their successors
3040 25th Street SE
Salem, OR 97302

Nohemi Ramos, Program Coordinator
nohemi.ramos@aviation.state.or.us
503-378-4881

Matt Lawyer, Program Coordinator
matthew.a.lawyer@aviation.state.or.us
503-378-4888

Heather Peck, Program Manager
heather.peck@aviation.state.or.us
503-378-3168

In the absence of any of the above-named individuals during the term of this Agreement, ODA shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW

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

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

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

CURRY COUNTY, by and through its elected officials

STATE OF OREGON, by and through its Department of Aviation

By _____
(Legally designated representative)

By _____
Director

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

By _____
Recipient's Legal Counsel

By _____
Department of Justice

Date _____

Date _____

Recipient Contact:

John HuttI, Curry County Counsel / Airport Manager
94235 Moore Street, Suite 123
Gold Beach, OR 97444
(541) 247-3218
huttIj@co.curry.or.us

ODA Contacts:

Nohemi Ramos, Program Coordinator
3040 25th Street SE
Salem, OR 97302
(503) 378-4881
nohemi.ramos@aviation.state.or.us

Matt Lawyer, Program Coordinator
3040 25th Street SE
Salem, OR 97302
(503) 378-4888
matthew.a.lawyer@aviation.state.or.us



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number:
Project Name: BOK AIP Match AGIS

A. PROJECT DESCRIPTION

BOK AIP Match AGIS. Project is an FAA AGIS Obstruction survey for Brookings Airport.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODA Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Milestone completion date shown in this Exhibit.

The anticipated start date of Project is:

The estimated completion date of Project is:

Table 1: Milestones

| Milestone | Estimated Start Date | Estimated Completion Date |
|---|----------------------|---------------------------|
| Scoping and Planning | 09/01/2014 | 09/30/2014 |
| Right-of-Way, Land Acquisition | | |
| Permits | | |
| Final plans/bidding engineering documents | | |
| Contract Award | 08/05/2015 | 08/05/2015 |
| Project Completion | 12/02/2015 | 07/31/2018 |

Table 2: Funding Breakdown

| | |
|--|--|
| Project Cost | Expenditures to-date |
| <input type="text" value="\$ 134,623.00"/> | <input type="text" value="\$ 2,575.90"/> |

| | | |
|-----------------------|--------------|-------|
| Recipient Match | \$ 3,080.00 | 0.00% |
| Grant Award Amount | \$ 10,125.00 | 0.00% |
| Adjusted Project Cost | \$ 13,205.00 | 0.00% |

16.D Of the Application



**EXHIBIT A
Project Description, Milestones, Schedule and Budget**

Application Number:
Project Name: BOK AIP Match AGIS

A. PROJECT DESCRIPTION

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODA Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Milestone completion date shown in this Exhibit.

The anticipated start date of Project is:

The estimated completion date of Project is:

Table 1: Milestones

| Milestone | Estimated Start Date | Estimated Completion Date |
|-----------|----------------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Table 2: Funding Breakdown

Project Cost

Expenditures to-date

| | | | |
|-----------------------|---|---|--|
| Recipient Match | ? | | |
| Grant Award Amount | ? | | |
| Adjusted Project Cost | ? | 1 | |

16.D Of the Application



Aviation Project Funding Request – 2016

Introduction

- Please read the Aviation Project Funding Request instructions prior to completing this application.
- The application instructions, sample application, and draft grant agreement are available on the Oregon Department of Aviation [website](#).
- Submission instructions are detailed in Section 3 of the application instructions.
- Completed application and checklist are required.
- Answer all questions. Enter N/A where applicable.

1. Applicant

Organization Name

Curry County

Contact Person

Susan Brown

Address 1

94235 Moore Street, Suite 122

Contact Person Title

Curry County Commissioner

Address 2

Phone

541-247-3296

City, State, ZIP

Gold Beach, OR 97444

E-mail Address

browns@co.curry.or.us

2. Project Name and Location

Project Name

BOK AIP Match AGIS

Project Location

Brookings Airport

County tax parcel identification number(s):

MAPTAXLOT: 4013-31-00200

3. Category of Airport:

Select the category of airport as listed in the current Oregon Aviation Plan (OAP):

Category 4 – Community

4. ODOT ConnectOregon region:

Select one ODOT region for the project: Region 3

5. Certification

By checking this box, I certify that Curry County supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for Aviation System Assistance Program funds. I further certify that matching funds are available or will be available for the proposed project. I understand the all State of Oregon rules for contracting, auditing, underwriting (where applicable), and payment will apply to this project. I certify that I have read the Sample Draft Agreement and will sign the Agreement if selected.

Date: 10/14/2016

6. Project Summary

Provide a brief summary of the project:

This FAA AIP funded project will conduct an Airport Geographical Information Survey (AGIS) Obstruction Survey.

7. Project Purpose and Description

Provide a detailed project description:

Recent projects have prompted the need for a new aeronautical survey to ensure existing procedures can be evaluated by FAA Procedure Development to assure they are not obstructed. A survey will be conducted in accordance with FAA's Airport Geographical Information System (AGIS) guidelines in AC 150/5300-18B (18B). The AGIS Obstruction Survey will identify obstructions/hazards in BOK airspace which will require removal by a subsequent project; and will provide data for the Sponsor's request for FAA's design of an instrument approach procedure for BOK.

8. Project Overview

Select all that apply to the project. Cite supporting documentation and submit with application.

Supporting Documentation

- a. Prevents future deficiencies and preserves existing facilities Yes No The AGIS obstruction survey is necessary to document the airspace around the airport in order to develop an instrument approach

| | | |
|--|---|---|
| procedure. Understanding the Airports boundaries and obstructions prevents future deficiencies and preserves existing facilities. | | |
| b. Eliminates existing deficiencies as described in the current OAP | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The 2007 OAP lists eliminating potential obstructions around the Airport as a recommended improvement. The AGIS survey will document the airspace and allow development of a plan to eliminate any deficiencies. |
| c. Modernizes the airport by exceeding state or federal minimum standards as stated in the current OAP and identified by FAA ACs or other regulations. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS is the first step in developing an instrument approach at the Airport. An instrument approach would improve safety and operating efficiency while exceeding state and federal minimum standards. |
| d. Leverages federal funds | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | This grant seeks funds to match FAA AIP Grant |
| e. Contributes to the airport's self-sufficiency | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Funds from this grant would allow the Airport to save local funds and re-appropriate the money to maintenance and other Airport projects not eligible for State or federal funding. |
| f. NPIAS airport | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | As described in the OAP, Brookings is a NPIAS airport. |
| g. Existence of airport zoning | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Airport zoning allows development of on airport aviation uses and protection from encroachment into approach surfaces. |
| h. Maintenance commitment | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Curry County will be responsible for the maintenance of the security fence. |
| i. Potential expansion, both on and off airport | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS and potential future development of an instrument landing procedure would create an opportunity for expansion both on and off the Airport. By allowing pilots and cargo planes to access the Airport at night and in poor weather conditions, the Airport becomes a more valuable asset to the region. |
| j. Availability of adequate surface access to airport | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The Airport is located just off US Highway 101 with direct access provided by Dodge Ave and Parkview Drive. |
| k. Significance of environmental impact | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | The AGIS will not have a significant impact on the environment. |
| l. Costs and benefits of improvements | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS results data that is essential to the Airport's future and growth. The AGIS serves as a foundation for construction projects, future development, and economic growth. |
| m. Economic development | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The AGIS is the first step in developing an instrument approach, which makes the Airport a resource for emergency access, life flight, and forest fire fighting. These operations will also provide opportunity for economic growth and development in Brookings. |
| n. Evidence of local support | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Support for this project has been shown by the County Commissioners and the local aviation advisory committee through their support of the FAA grants. |
| o. Local match available | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | The local match is available as required by the COAR Grant Program. |
| p. Minimizes airport redundancy | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | This airport is critical to the southern Oregon Coast. It is certainly not redundant. |

9. Project Category

Check the category of project for which you are requesting funding. (Please select only one.)

Project Category of Funding Request

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Assistance with FAA AIP grant match |
| <input type="checkbox"/> | Emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan |
| <input type="checkbox"/> | Critical/essential services or equipment |
| <input type="checkbox"/> | Aviation-related business development on airport |
| <input type="checkbox"/> | Airport development for local economic development |

10. Description of Elements of Project Category

Provide a short description of how the project fits into the project category selected in Question 9. (Document will expand to allow additional lines.)

The project costs for this phase are 90% funded by FAA AIP. The request for ASAP funds is solely for assistance with the 10% local match.

11. Documentation and Permits

Complete the following table regarding pre-construction documentation. Provide the date the document was completed and select "Completed" from the drop-down menu. If the document is currently underway, select "Underway" from the drop-down menu and provide the expected completion date. If the funding proposal is for the purchase of equipment, select the "Equipment" box.

| Document Description | Date Completed | Est. Completion Date | Status | Equipment |
|-----------------------------------|----------------|----------------------|-----------|--------------------------|
| a. Airport Layout Plan | Nov 15, 2015 | | Completed | <input type="checkbox"/> |
| b. Environmental Impact Statement | Jan 15, 2015 | | Completed | <input type="checkbox"/> |

Note any required permits, date issued, completion status and required status. Click the "+" button to add another permit.

| Permit Type | Date Issued | Completion Status | Required Status |
|-------------|-------------|-------------------|-----------------|
| | | | |

12. Milestones

Complete the following table regarding current and projected milestones for the project. Check to indicate if it is a construction or non-construction project.

| | <input type="checkbox"/> Construction Projects | <input checked="" type="checkbox"/> Other/Non-construction Projects (describe) | Has the milestone been met? | Projected milestone start date | Projected milestone completion date |
|---|--|--|-----------------------------|--------------------------------|-------------------------------------|
| 1 | Scoping and planning | AGIS | Yes | 9/2014 | 9/2014 |
| 2 | Right-of-way, land acquisition | AGIS - N/A | No | N/A | N/A |
| 3 | Permits | AGIS - N/A | No | N/A | N/A |
| 4 | Final plans/bidding engineering documents | AGIS - N/A | No | N/A | N/A |
| 5 | Construction contract award | AGIS - N/A | No | N/A | N/A |
| 6 | Project completion | AGIS | No | 5/1/2017 | 5/1/2017 |

Statewide Impact of Project

Per ORS 367.084(3), the applicant MUST answer the following questions:

13. Does the proposed transportation project reduce transportation costs for Oregon businesses or improve access to jobs and sources of labor? If yes, provide a short explanation.

Yes. A safer airport benefits many of Oregon's Cluster Industries. It benefits the Aviation Cluster by making the airport easier to use for pilots wanting to visit this region of the state. This project will also serve Tourism and Hospitality Cluster by improving airport access to tourists arriving by air. The survey results from the 2007 OAP indicate that tourism is a prime use of the Airport. By improving the efficiency of the fire fighting operations conducted by the BLM, USFS, and State Forestry Department, the Forestry and Wood Products Cluster will be enhanced by reducing losses caused by forest fires. The Brookings area is also home to large timber and lumber operations, which could be expanded with air access provided by the Airport.

14. Does the proposed transportation project result in an economic benefit to the state? If yes, provide a short explanation.

Yes. The improved safety at the airport will help bring more operations to the Airport. Currently, the Airport brings just under 2,000 GA visitors per year. Bringing more GA visitors will generate revenue in the region and the state as a whole. Upgraded safety features will also attract more business to the Brookings area and result in economic benefit to Oregon.

15. Is the proposed transportation project a critical link connecting elements of Oregon's transportation system that will measurably improve utilization and efficiency of the system? If yes, provide a short explanation.

Yes. An added instrument approach will ensure life flight is able to operate more reliably safely, and better serve the community and surrounding area. By enhancing life flight the State will be strengthening the link between air and ground transportation for people in critical need of medical attention. The Airport provides another link between air and ground; as a base during forest fire

season. The Airport is utilized for air cargo delivery, which will be improved with an instrument approach. Connecting people with goods and services will improve utilization and efficiency of the transportation system.

16. Budget

How much of the cost of the proposed transportation project can be borne by the applicant? Provide the funding source and the amount of funding from that source.

a. Total Project Cost or Total FAA AIP Grant Match Amount:

b. Applicant Match

| Source of Match Funds | Amount | Percent of Project Cost | Date Available |
|--|---------|-------------------------------------|----------------|
| Airport Category 4 Minimum COAR Match Requirement: | | <input type="text" value="10.00%"/> | |
| Curry County | \$1,125 | 10.00% | Jan 1, 2017 |
| Total match funds: | \$1,125 | 10.00% | |

c. Aviation Project Funding Request to ODA

| | | |
|----------------------------|----------|--------|
| Amount requested from ODA: | \$10,125 | 90.00% |
|----------------------------|----------|--------|

d. Project Budget Summary

| | | |
|--|----------|---------|
| Total applicant matching funds: | \$1,125 | 10.00% |
| Funding request to ODA | \$10,125 | 90.00% |
| Total project cost or total FAA AIP grant match requirement: | \$11,250 | 100.00% |

e. Pre-Agreement Expenditures

Has the project incurred any expenditures prior to the completion of this agreement, if awarded? If yes, explain.

No. The local match has not yet been expended and the AGIS has not yet started. The FAA Grant remains open.

17. Is the proposed transportation project ready for construction or implementation? Describe any unique construction-readiness, project implementation issues, or possible delays.

Yes. There are no unique aspects, project implementation issues, or possible delays anticipated with this project.

18. Does the proposed transportation project have a useful life expectancy that offers maximum benefit to the State? If yes, provide a short explanation.

The AGIS data serves as a data base that can be used for many years. The survey will have a useful life until major construction is done at the Airport, after which time the survey would need to be updated. Periodic updates to the base data to be collected in this project will be required to account for the growth of trees in the vicinity of the airport.

19. Submission

By signing this application, I certify that I am the authorizing representative for the Airport specified in this application. In consideration for receipt of program funds, Curry County agrees to keep the airport open for public use for a minimum of 20 years from the date of the Agreement, if selected as a grant recipient and awarded grant funds.

To submit electronically, type your name in the signature box below and submit using a password-protected e-mail account associated with your agency. See instructions for file naming requirements and e-mail address for submission.

Susan Brown Curry County Commissioner Susan Brown 10/12/20169
Print Name Title Signature Date

AVIATION DEPARTMENT USE ONLY

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|--|
| |
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CURRY COUNTY - BROOKINGS AIRPORT (KBOK)
 CAPITAL IMPROVEMENT PROGRAM CIP UPDATE
 FFY 2017 - 2022
 October 2016

| CIP UPDATE FOR BROOKINGS AIRPORT (KBOK) - 9/29/2016 | | | | | | |
|---|--|--------------------------------|---------|------------|--------------|-----------------|
| Year | Project Name | Non-Primary Entitlements (NPE) | | ST/DI | Total | Project Cost |
| 2016 | Wildlife Fencing Ph2 (additional construction costs) | \$ | 144,000 | \$ - | \$ 144,000 | \$ 160,000 |
| 2017 | PMP (placeholder) | \$ | 20,000 | | \$ 20,000 | \$ 22,222 |
| 2017 | Obstructions Removal | \$ | 136,000 | \$ 44,000 | \$ 180,000 | \$ 200,000 |
| 2018 | Carry Over | \$ | - | | \$ - | \$ - |
| 2019 | Master Plan Update | \$ | 300,000 | | \$ 300,000 | \$ 333,333 |
| 2020 | PMP (placeholder) | \$ | 20,000 | | \$ 20,000 | \$ 22,222 |
| 2020 | Construct SW Taxiway (Env/Prelim Design) | \$ | 130,000 | \$ 32,000 | \$ 162,000 | \$ 180,000 |
| 2021 | Construct SW Taxiway (Design and Construct) | \$ | 150,000 | \$ 840,000 | \$ 990,000 | \$ 1,100,000.00 |
| 2022 | Carry Over | \$ | - | | \$ - | \$ - |
| Total = | | \$ | 900,000 | \$ 916,000 | \$ 1,816,000 | \$ 2,017,778 |

| Non-Primary Entitlement Funds (NPE) Cash Flow | | | |
|---|--------------|--|--|
| NPE Avail | Project Cost | Project | NOTES |
| \$ 150,000 | | | << NPE Balance on 2/11/16 (FAA CIP Letter) |
| \$ (144,000) | \$ 160,000 | Wildlife Fencing Ph2 (additional construction costs) | << FFY 2016 Grant |
| \$ 150,000 | | | << Add NPE for FFY 2017 |
| \$ 156,000 | | | << NPE Balance on 10/1/16 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2017 Project |
| \$ (136,000) | \$ 200,000 | Obstructions Removal | << FFY 2017 Project |
| \$ 150,000 | | | << Add NPE for FFY 2018 |
| \$ 150,000 | | | << NPE Balance on 10/1/17 |
| \$ - | \$ - | Carry Over | << FFY 2018 Project |
| \$ 150,000 | | | << Add NPE for FFY 2019 |
| \$ 300,000 | | | << NPE Balance on 10/1/18 |
| \$ (300,000) | \$ 333,333 | Master Plan Update | << FFY 2019 Project |
| \$ 150,000 | | | << Add NPE for FFY 2020 |
| \$ 150,000 | | | << NPE Balance on 10/1/19 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2020 Project |
| \$ (130,000) | \$ 180,000 | Construct SW Taxiway (Env/Prelim Design) | << FFY 2020 Project |
| \$ 150,000 | | | << Add NPE for FFY 2021 |
| \$ 150,000 | | | << NPE Balance on 10/1/20 |
| \$ (150,000) | \$ 1,100,000 | Construct SW Taxiway (Design and Construct) | << FFY 2021 Project |
| \$ 150,000 | | | << Add NPE for FFY 2022 |
| \$ 150,000 | | | << NPE Balance on 10/1/21 |
| \$ - | \$ - | Carry Over | << FFY 2022 Project |
| \$ 150,000 | | | << Add NPE for FFY 2023 |
| \$ 300,000 | | | << NPE Balance on 10/1/22 |

<< will need \$44,000 in ST/DI funds

<< will need \$32,000 in ST/DI funds

<< will need \$840,000 in ST/DI funds

CURRY COUNTY - BROOKINGS AIRPORT (KBOK)
 CAPITAL IMPROVEMENT PROGRAM CIP UPDATE
 FFY 2017 - 2022
 October 2016

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| 2022 | Carry Over | \$ | - | | \$ - | \$ - |
| Total = | | \$ | 900,000 | \$ 916,000 | \$ 1,816,000 | \$ 2,017,778 |

| Non-Primary Entitlement Funds (NPE) Cash Flow | | | |
|---|--------------|--|--|
| NPE Avail | Project Cost | Project | NOTES |
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| \$ (136,000) | \$ 200,000 | Obstructions Removal | << FFY 2017 Project |
| \$ 150,000 | | | << Add NPE for FFY 2018 |
| \$ 150,000 | | | << NPE Balance on 10/1/17 |
| \$ - | \$ - | Carry Over | << FFY 2018 Project |
| \$ 150,000 | | | << Add NPE for FFY 2019 |
| \$ 300,000 | | | << NPE Balance on 10/1/18 |
| \$ (300,000) | \$ 333,333 | Master Plan Update | << FFY 2019 Project |
| \$ 150,000 | | | << Add NPE for FFY 2020 |
| \$ 150,000 | | | << NPE Balance on 10/1/19 |
| \$ (20,000) | \$ 22,222 | PMP (placeholder) | << FFY 2020 Project |
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| \$ 150,000 | | | << Add NPE for FFY 2021 |
| \$ 150,000 | | | << NPE Balance on 10/1/20 |
| \$ (150,000) | \$ 1,100,000 | Construct SW Taxiway (Design and Construct) | << FFY 2021 Project |
| \$ 150,000 | | | << Add NPE for FFY 2022 |
| \$ 150,000 | | | << NPE Balance on 10/1/21 |
| \$ - | \$ - | Carry Over | << FFY 2022 Project |
| \$ 150,000 | | | << Add NPE for FFY 2023 |
| \$ 300,000 | | | << NPE Balance on 10/1/22 |

<< will need \$44,000 in ST/DI funds

<< will need \$32,000 in ST/DI funds

<< will need \$840,000 in ST/DI funds

IN THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY

In the Matter of an Order)
Accepting Grant Offer)
for COAR Grant No.)
COAR-2017-BOK-00030)
at the Brookings Airport)

ORDER NO. _____

WHEREAS, Curry County is in receipt of a Grant Agreement - Critical Oregon Airport Relief Grant Program (COAR) Brookings Airport Project Name: AIP Match AGIS with the Oregon Department of Aviation (ODA);

WHEREAS, the Brookings Airport had constructed through an FAA Grant, a Wildlife Fence around the perimeter of the airport and the final part of this project entails GIS (AGIS) mapping to identify hazards; and

WHEREAS, application to the Oregon Department of Aviation (ODA) to cover 90% of the AGIS costs by the County was done in October, 2016 and awarded on March 7, 2017, in the amount of \$10,125; and

WHEREAS, granting of the award was communicated in writing to the County from ODA on October 31, 2017; and

WHEREAS, a requirement stipulated by the ODA to properly enter into this agreement, requires the governing body to provide authority to execute the grant to the individual signing the grant, i.e. the sponsor's authorized representative; and

WHEREAS, referenced in Exhibit "B" of the agreement lists Contact Person as Susan Brown, whom is no longer a Curry County Commissioner; and

WHEREAS, Curry County needs to update the contact person and delegate signature authority; and

NOW, THEREFORE, the Board of Curry County Commissioners hereby orders and delegates the contact person on the grant be changed to John Huttli, County Counsel, Airport Manager and authorizes signature authority of the grant to John Huttli.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John HuttI
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. 11-7-2017

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

PROPOSED AGENDA ITEM TITLE: Executive Session per ORS 192.660(2)(a) –
Employment of Public Officer

TIMELY FILED Yes No

If No, justification to include with next BOC Meeting

AGENDA DATE^a: 11/15 **DEPARTMENT:** Admin **TIME NEEDED:** 45 Minutes
(^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period))

MEMO ATTACHED Yes No If no memo, explain

CONTACT PERSON: John Hitt **PHONE/EXT:** 3287 **TODAY’S DATE:** 11/08

BRIEF BACKGROUND OR NOTE^b: (If no memo attached)

^bIndicate if more than one copy to be signed

FILES ATTACHED:

- (1)Memo
- (2)Prothaman Company Overview of County Administrator Applicants (Pending)
- (3)

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. Does Agenda Item impact County personnel resources? Yes No
(If Yes, brief detail) Job description and budget allocation already in place

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:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department’s finance-related responses Yes No N/A
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 a Personnel Action Form (PAF)? Pending N/A No HR

PART IV – COUNTY ADMINISTRATOR REVIEW

APPROVED FOR 11/15 BOC MEETING Not Approved for BOC Agenda because

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

ASSIGNED TO: OTHER

PART V – BOARD OF COMMISSIONERS AGENDA APPROVAL

COMMISSIONERS’ REQUEST TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes No

Commissioner Sue Gold Yes No

INTEROFFICE MEMORANDUM

TO: COUNTY COMMISSIONERS

FROM: JOHN HITT, INTERIM COUNTY ADMINISTRATOR

SUBJECT: EXECUTIVE SESSION TO CONSIDER COUNTY ADMINISTRATOR CANDIDATES

DATE: (FOR) NOVEMBER 15, 2017

BACKGROUND: The County recently adopted Ordinance 17-01 which created the position of County Administrator. The County then hired the Prothman Company of Issaquah, WA to conduct an executive search. They advertised the position on a variety of websites and mailed the position profile to numerous cities, counties and associated organizations. The application period was open almost the entire month of October.

RELEVANT FACTS: Eight applications were received and Skype interviews done with two of them. Prothman also did some background checks on the candidates. Prothman will put together a binder or packet of the 8 candidates as well as the results of the two interviews and other background information. I anticipate receiving the candidate binders at the BOC offices on Monday, Nov. 13th. Please try and come to the BOC offices on Monday or Tuesday to pick up a candidate binder so you will have a chance to review the candidates prior to our meeting on Wednesday.

Prothman wishes to review the candidates and present their recommendations to the BOC at an executive session on Nov. 15th.

OPTIONS:

1. Hear the Prothman report and request in-person interviews with one or more candidates.
2. Defer taking any action on the existing candidates and negotiate with Prothman about continuing or resuming the recruitment.
3. If the BOC is not satisfied with the candidates that have applied, consider revising either the mandatory requirements for the position and/or increasing the compensation package
4. Reject all existing candidates and cease using Prothman as the County's executive search firm.

RECOMMENDATION: No recommendations at this time. The BOC future action will, of course, depend on the BOC's evaluation of the candidates as well as your view of the effectiveness of the Prothman recruitment efforts.