CURRY COUNTY
BOARD OF COMMISSIONERS
94235 Moore Street
Gold Beach, Oregon
(541) 247-3296
BOC_Office@currycountyor.gov
www.currycountyor.gov

AGENDA
BUSINESS MEETING
August 19, 2025
6:00 p.m.
Items may be taken out of sequence to accommodate staff availability and the public.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AMENDMENT AND APPROVAL OF THE AGENDA

3. PRESENTATIONS
A. Tall Cop – Christine, Juvenile Director (Pg. 1)
B. United States Navy, Sea Cadets (Pg, 2)

4. PUBLIC COMMENTS
To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting, or email public comments during the meeting to BOC_Office@currycountyor.gov. Public comments are limited to three (3) minutes per speaker.

5. COMMISSIONER COMMENTS

6. CONSENT AGENDA
A. Approve Minutes for Business Meeting on August 6, 2025 (Pg. 5)
B. Approve Minutes for Special Meeting on August 14, 2025 (Pg. 8)
C. Approve Out-of-Class Pay for C. Dexter (Pg. 9)
D. Approve Job Descriptions – Deputy Clerk I and Deputy Clerk III (Pg. 11)
E. Appoint Commissioner Coker to the Coos Curry Housing Authority (Pg. 23)
F. Hire Order – E. Bachman, Maintenance and Construction I (Pg. 25)
G. Transfer Employee – P. Bartley, Senior Accounting Specialist, Roads (Pg. 30)
H. Amend FTE Status – B. Colton, Surveyor Assistant (Pg. 35)
I. Approve Agreement 35572 between ODOT and Curry Transit (Pg. 37)
J. Approve Agreement 35897 between ODOT and Curry Transit (Pg. 45)
K. Extend Curry Public Transit Contract (Pg. 66)

7. PUBLIC HEARING

A. Annexation into Rural Fire Protection District (Pg. 84)

i. Annexation No. 25-09 (Pg. 85)

ii. Annexation No. 25-10 (Pg. 94)

8. DISCUSSION/ACTION ITEM

9. PUBLIC SAFETY UPDATE

10. DIRECTOR OF COUNTY OPERATIONS UPDATE

11. ELECTED OFFICIALS UPDATE

12. COMMISSIONER UPDATE

A. Commissioner Hollinger

B. Commissioner Coker

C. Commissioner Trost

13. EXECUTIVE SESSION

192.660(2)() To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

14. OTHER

ORS 192.640(1) provides that "… notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

15. ADJOURN

Meetings are broadcast on YouTube – Curry County Civic TV.
To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting, or email public comments during the meeting to BOC_Office@CurryCountyOR.Gov.
Auxiliary aids will be provided upon request with 48-hour advance notification.

Open to the Public

CURRY COUNTY JUVENILE DEPARTMENT AND CURRY COUNTY PREVENTION PRESENT:

TALL COP - JERMAINE GALLOWAY

HIGH IN PLAIN SIGHT

Tall Cop is a National Speaker on Drugs and Alcohol.
"I've seen the ever-evolving drug culture trends sweep across our country. For many people, it's hard to keep up with these trends, and especially to understand what they all mean. Unless you understand the culture, you won't see it at all.
All over our nation, communities struggle to deal with underage drinking and drug usage. What can we do about these issues? Are we just going to meet up and "round table" them every month? Or are we going to get out there and do something to fix the problems?

I'll give you tools to reduce, prevent or stop drug and alcohol abuse in your community. Remember, YOU CAN'T STOP WHAT YOU DON'T KNOW™." Jermaine Galloway





SAVE THE DATE: September 9,2025

1:30pm-3:30pm - Gold Beach High School Gym
(29519 Ellensburg Ave.)

Register for this FREE Event at the below link or scan the QR Code -
First 50 to register will receive a FREE Prevention Water Bottle!

https://www.cognitoforms.com/CurryCountyPrevention1/TallCopRegistrationCommunityEvent

Get Healthy
Curry County Prevention

This is a FREE training for Parents and the Adult Community.

YOU CAN'T STOP · WHAT YOU DON'T KNOW ·
TALL COP SAYS STOP

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
AUG 19, 2025	UNITED STATES NAVY SEA CADETS PRESENTATION
Time Needed:	
20 MINUTES	
Financial Impact:	**Description and Background:**
NONE	THE USNSCC PROGRAM IS FOR YOUTH AGES 13-17. IT INTRODUCES YOUNGSTERS TO NAVAL LORE, INSTILLS VALUES LIKE PATRIOTISM AND SELF-RELIANCE, AND FOSTERS LEADERSHIP SKILLS IN A DRUG AND GANG FREE ENVIRONMENT.
Category:	
☐ Action/Discussion	
☐ Consent	
☐ Executive Session	
☐ Hire Order	
☒ Presentation	

Requested Motion:
NONE

Attachments:	**Instructions Once Approved:**
1.	
2.	
3.	
4.	
5.	

Contact Person – Name and Department:	**Date Submitted:**
LYNN LOKER, COMMISSIONER	8.12.25

Curry County Navy League Cadet and Sea Cadet Maritime Initiative

A U.S. Navy Sea Cadet Corps-Aligned Youth Leadership and Maritime Safety Program

Overview

The "Curry County Sea Cadet Maritime Initiative" is a youth-led program sponsored by the U.S. Navy Sea Cadet Corps (USNSCC), designed to instill discipline, maritime proficiency, and civic responsibility in youth ages 11-17 (Navy League Cadets: 11-13; Sea Cadets: 13-17). The program integrates real-world maritime training, coastal safety initiatives, and STEM-based learning. Cadets will participate in structured leadership development, grant writing, and public service projects in partnership with the U.S. Navy, local government, and coastal agencies.

Program Components

1. Weekend Boat-Building Challenge

Cadet teams (alongside family, school, or civic groups) construct small watercraft such as dinghies or kayaks over a two-day workshop. This hands-on event builds teamwork, STEM competencies, and maritime awareness.

2. Maritime Navigation and Seamanship Course

A USNSCC-approved prerequisite course focusing on maritime signals, navigation rules, and local waterway operations (Rogue River and Pacific Coast), culminating in a certificate of completion recognized by the Sea Cadet Training Command.

3. Youth Coastal Response Training (YCRT)

A public safety initiative under the guidance of adult USNSCC officers and community first responders. Cadets are trained in lifeguard fundamentals, rip current identification, sneaker wave protocols, and coastal safety signaling, aligned with U.S. Lifesaving Association and NOAA guidance.

4. Marine Weather and Conditions Monitoring

Cadets receive instruction in observing and reporting small craft advisories, wave height, wind, and tide data. This is augmented by real-time monitoring using 2-3 refurbished or newly installed buoys, integrated with National Weather Service (NWS) and CDIP platforms.

5. Flag Warning Signal Deployment

Cadets implement and maintain standardized flag signal systems (green/yellow/red) at 3-5 key public beaches to alert boaters and the public to dangerous marine conditions. This system aligns with Sea Cadet coastal awareness training and disaster response education.

6. Pet Safety Outreach - Dog Lifejacket Campaign

Cadets promote safe coastal recreation by distributing subsidized dog flotation devices, conducting community outreach, and hosting pet safety briefings as part of public events.

7. Accessibility and Safety Review

Cadets assess coastal areas and docks for ADA accessibility, proposing improvements and educating the public on appropriate gear and clothing for safe participation in maritime environments.

8. Future Pier Feasibility Planning

As part of a long-term maritime development project, Cadets engage in pre-design work for a fishing pier with inclusive access, collaborating with engineers and coastal agencies.

9. Positive Activities With Sea Cadets (PAWS)

An early-engagement program inviting youth ages 9-13 and their families to participate in maritime-themed outreach events, promoting the values of citizenship, service, and STEM learning.

Program Scope and Goals

- Youth Development: Train 20-30 Cadets in grant writing, leadership, coastal operations, and public engagement.
- Safety and Resilience: Certify 10-15 youth responders in basic surf rescue protocols; educate 50 residents in navigation safety; implement early-warning systems via buoys and flags at 3-5 sites.
- Inclusion and Accessibility: Identify 3-5 mobility-friendly beach access points and distribute safety guidance; initiate planning for an ADA-compliant fishing pier.
- Community Engagement: Involve 100+ residents through boat-building events, PAWS outreach, and coastal safety programs.
- Economic Impact: Strengthen tourism through visible coastal safety systems and increased family access to local marine activities.

CURRY COUNTY BOARD OF COMMISSIONERS

Curry County Office Building
94235 Moore Street, Gold Beach
www.currycountyor.gov

BUSINESS MEETING MINUTES
August 6, 2025

Please note: For detailed information on any agenda item refer to Audio/Video.

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1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 6:00 p.m.; present were Chair Jay Trost, Vice-Chair Patrick Hollinger and Commissioner Lynn Coker

Staff present: BOC Assistant Natasha Tippetts

The Pledge was recited by all.

2. AMENDMENT AND APPROVAL OF THE AGENDA

Trost requested that Item 10 "Elected Officials Update" be moved to before Public Comments.

Coker motioned to approve the agenda. Hollinger seconded. Motion carried unanimously.

Motion carried unanimously.

3. PRESENTATIONS

A. Solar Project, Gold Beach Library
B. Fire Marshal Update

4. PUBLIC COMMENTS

- Dave Gardner – Statement regarding Sheriff Ward
- Bret Curtis – Statement regarding communication
- Siena Worthey – Statement regarding Commissioner Trost
- Emma Kuskinney – Statement regarding Commissioner Trost
- Ronnie Kweger – Statement regarding Commissioner Trost
- Yancy Rengal – Statement regarding Commissioner Trost
- Andre Bay – Statement regarding employee and County Assessor
- Connie Hunter – Statement regarding commissioners

- Amy Lindsey – Statement regarding Commissioner Trost
- Dave Houston – Statement regarding Commissioner Trost
- Bonnie Ell – Statement regarding Commissioner Trost
- Aaron Porter – Statement regarding Commissioner Trost
- Kenneth Olson – Statement regarding Commissioner Trost
- Georgia Cockerham – Statement regarding Commissioner Hollinger
- Tiani Matary – Statement regarding Commissioner Trost
- Avigail Adamitis – Statement regarding Commissioner Trost
- Michele Winn – Statement regarding Commissioner Trost
- Tabatha Rood – Statement regarding proposed USDA Contract
- Sheri Olds – States regarding Commissioners
- Thena Lyons – Statement regarding Commissioners

5. COMMISSIONER COMMENTS

Hollinger: provided clarity on proposed USDA Contract
Coker: Thanked community for their public comments

6. CONSENT AGENDA

A. Approve Minutes for Special Meeting on July 18, 2025
B. Approve Minutes for Special Meeting on July 22, 2025
C. Re-call Employee to Sheriff Patrol – L. Easlon
D. Approve Purchase of Flat Bed – Road Department
E. Approve Job Description – Investigator, District Attorney's Office
F. Approve Updated Fee Schedule – Clerk's Office and Surveyor's Office

Hollinger motioned to approve the agenda. Coker seconded. Motion carried unanimously.

7. DISCUSSION/ACTION ITEM

None

8. PUBLIC SAFETY UPDATE

None

Commissioner Trost called the meeting to a break at 8:22 p.m.
Commissioner Trost resumed the meeting at 8:29 p.m.

9. DIRECTOR OF COUNTY OPERATIONS UDPATE

Commissioner Trost read Director of County Operations Update:

Human Resources has been receiving applications for various open positions and getting interviews scheduled.

Interviews for a forensic auditor have been happening and moving forward.

Commissioner Trost read press release dated today regarding the bar complaint against Ted Fitzgerald.

10. COMMISSIONER UPDATE

Commissioner Trost – Provided update on timber money and the declaratory judgment.

Commissioner Coker – Discussed Coos Curry Housing Authority and received consensus to be placed on the committee in Commissioner Trost's place.

Commissioner Hollinger – Provided information on Juvenile event.

11. EXECUTIVE SESSION

192.660(2)() Consult with counsel concerning the legal rights and duties of a public body with regard to current litigation likely to be filed.

OTHER

ORS 192.640(1) provides that "… notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

Meeting adjourned at 8:58 p.m.

Dated this 19th day of August, 2025

_____	_____	_____
Jay Trost, Chair	Patrick Hollinger, Vice Chair	Lynn Coker, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant

CURRY COUNTY BOARD OF COMMISSIONERS

Curry County Office Building
94235 Moore Street, Gold Beach
www.currycountyor.gov

SPECIAL MEETING MINUTES
August 14, 2025

Please note: For detailed information on any agenda item refer to Audio/Video.

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1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 10:00 a.m.; present were Chair Jay Trost, Vice-Chair Patrick Hollinger and Commissioner Lynn Coker

Staff present: BOC Assistant Natasha Tippetts and Payroll and HR Coordinator Julie Swift

The Pledge was recited by all.

2. EXECUTIVE SESSION

192.660(2)(h) Consult with counsel concerning the legal rights and duties of a public body with regard to current litigation likely to be filed.

Commissioner Trost called meeting to Executive Session at 10:00 a.m
Commissioner Trost ended executive session at 11:03 a.m.

OTHER

ORS 192.640(1) provides that "… notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

Meeting adjourned at 11:03 p.m.

Dated this 19th day of August, 2025

_____	_____	_____
Jay Trost, Chair	Patrick Hollinger, Vice Chair	Lynn Coker, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Approve out of class pay - C. Dexter
Time Needed:	

Financial Impact:	**Description and Background:**
	Due to multiple vacancies in the Road Department, Office Manager Carrie Dexter has assumed multiple roles and it is the recommendation of the Director of County Operations, Ted Fitzgerald that Carrie be compensated for the extra duties retroactive to July 1, 2025
Category:	
☐ Action/Discussion	
☑ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve the Out of Class Pay for Carrie Dexter

Attachments:	**Instructions Once Approved:**
1. Order 2. 3. 4. 5.	

Contact Person – Name and Department:	**Date Submitted:**
Natasha Tippetts - Human Resources Specialist	8/14/25

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

In the Matter of an Order Authorizing Out-of-Class Pay (Carrie Dexter – Office Manager, Road Department)	**)** **)** **)**	**ORDER NO. _____**

WHEREAS, due to multiple vacancies in the Curry County Road Department, Office Manager Carrie Dexter as assumed multiple roles; and

WHEREAS, Dexter has been performing additional duties since approximately July 1, 2025; and

WHEREAS, it is appropriate that, during the time that Carrie Dexter is performing the expanded duties, her salary be increased $5% hourly.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT, in consideration of the additional responsibilities undertaken by the Office Manager, Carrie Dexter shall receive an out-of-class pay increase of $5%hourly, effective retroactively to July 1, 2025, and continuing until a position is filled within the Road Department that relieves the additional duties.

DATED this 19th day of August 2025.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

Approved as to Form:

_____
Patrick Hollinger, Vice Chair

_____
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

_____
Lynn Coker, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Approve Job Descriptions - Clerks Office
Time Needed:	
Financial Impact:	**Description and Background:**
	County Clerk, Shelley Denney has requested the Deputy Clerk I job description be revised and a new job description for Deputy Clerk III be adopted. Both are attached.
Category:	
☐ Action/Discussion	
☑ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve job descriptions for Deputy Clerk I and Deputy Clerk III

Attachments:	**Instructions Once Approved:**
1. Order 2. 3. 4. 5.	

Contact Person – Name and Department:	**Date Submitted:**
Natasha Tippetts - Human Resources Specialist	8/14/25

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

In the Matter of an Order Adopting a Position Description for an Existing Position (Deputy Clerk I)	**)** **)** **)**	**ORDER NO. _____**

WHEREAS, it is the recommendation of County Clerk, Shelley Denney that the attached position description be adopted for the existing position:

Deputy Clerk I	D
Position Title	Range

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated position, which description is attached hereto and incorporated herein by reference, is adopted.

DATED this 19th day of August, 2025.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

Approved as to Form:

_____
Patrick Hollinger, Vice Chair

_____
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

_____
Lynn Coker Commissioner

Curry County Job Description
Job Tittle: Deputy Clerk I

EXEMPT: No
SALARY LEVEL: D
SUPERVISOR: Curry County Clerk
PREPARED BY: Curry County Clerk August 2025

GENERAL POSITION SUMMARY:

Perform highly complex and varied functions related to the recording of legal documents, issuing marriage licenses, maintenance and microfilming of records, maintenance of voter registration records and preparation for and execution of elections. Manages as a U.S. Passport Acceptance Facility Agent. May serve as Deputy Registrar.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Recording

1. Administers Oregon Revised Statues by receiving and verifying authenticity of documents presented for recording, indexes and files a wide variety of legal and other documents (contracts, easements, deeds, mortgages, liens, financing statements, death certificates, marriage certificates, honorable discharges, etc.).

2. Collect and maintain the record of fees collected using up-to-date fee collection schedule and provides funds to the Treasurer; Maintains records of County Commissioners Orders, Agreements, Contracts, Resolutions and Ordinances signed by the County Commissioners.

3. Serve as the initial contact for the department; Assists the public in ascertaining what documents they may want; searches for recorded documents; answers questions and interprets documents; provides accurate and complete photocopies. Answers questions from the public relating to recording procedures and requirements. Designs and maintains web pages for County Clerk's Recording/Election Divisions.

4. May assist in the microfilming process for all records required by law.

5. May assist in the Property Value Appeals Board processes.

6. Other duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (continued)

Elections

1. Maintains voter registration data, voter history data, scanning and indexing of voter signatures to archival index.

2. Prepares and issues official ballots to eligible voters, creates other audits, labels and materials required by Oregon Election Laws by analyzing the County's Rural Address System and Taxing District information.

3. Explains and advises citizens in understanding their rights and responsibilities in exercising their voting franchise.

4. Other duties as assigned.

Passports

1. Uphold legal responsibilities as an Acceptance Agent by signing and certifying the applicant have personally appeared, has presented ID as documented, taken the oath and that the agent has personally witnessed the applicant signing the application and verified the photograph on the ID and the photograph submitted are the same individual.

2. Accept and properly allocate only authorized fees as established by the U.S. Department of State.

3. Make passport records available to the U.S. Department of State Office of the Inspector General for review, monitoring, audit, or investigation.

4. Maintain confidentiality by not releasing passport application information to anyone other than the applicant and Passport Services, unless expressly authorized by the applicant in writing, or retaining copies of applications, personal forms, checks, photos, or documents of applicants.

5. Meet annual training requirements and stay up to date with correspondence from Passport Services in the form of Agency Newsletters, notices, and any other procedure and policy updates.

Vital Statistics Registrar Duties

1. Comply with all instructions of the state registrar per ORS 432.035. Checks upon the compliance of others with the provision of this chapter.

Curry County Job Description
Job Tittle: Deputy Clerk I

ESSENTIAL DUTIES AND RESPONSIBILITIES:

2. Make an immediate report to the state registrar of any violation of this chapter or of a rule adopted under this chapter coming to their notice by observation, upon complaint of a person or otherwise.

3. Collects fees associated with vital statistics requests using the up-to-date fee collection schedule. Deposit to the bank all collected fees and submit to the County Treasurer a turnover report.

4. Maintain confidentiality.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

- No supervisory responsibilities. Supervised by Curry County Clerk.

QUALIFICATIONS REQUIREMENTS:

Knowledge of –
- Standard office practices and procedures
- Local, state and federal election/recording laws.
- Interpret legal requirements as it relates to real estate transactions, forms and procedures.
- Basic accounting principles.

Ability to –
- Operate job related computer systems and technology to effectively perform the duties of the job.
- Learn office methods, practices and procedures.
- Work cooperatively and develop effective working relationships with diverse work groups and the general public, including the ability to deal with stressful and difficult situations.
- Analyze accounting records and prepare clear and concise reports as required
- Work proficiently both independently and as a team, dealing with the public, county officials/employees, agencies, candidates, and the media in a professional manner.
- Maintain organized records and working environment.
- Communicate clearly. Good oral and written communication skills, Spelling and grammar.
- Read and interpret various maps and/or legal documents to determine property ownership, location, and description
- Use 10-Key accurately by touch 40-60 keystrokes per minute
- Type accurately 40-60 WPM
- Review and proof documents with accuracy.

Curry County Job Description
Job Tittle: Deputy Clerk I

Skill in . . .

- Microsoft Office (ie. Word, Excel, Teams)

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency.

Two years of progressively responsible clerical experience which includes one year of property transaction experience; plus, additional course work in office practices and procedures including accounting; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

PHYSICAL DEMANDS AND WORK ENVIROMENT:

- The ability to work in a professional office environment and uses a computer & keyboard, telephone and other office equipment as needed to perform duties.
- The noise level in the work environment is typical of that of an office with frequent contact with customers and will encounter frequent interruptions throughout the workday, while maintaining attention to detail.
- Frequently required to use repetitive hand motion, sit, stand, walk, reach, bend or lift up to 20 pounds regularly and 50 pounds occasionally. Performs occasional work after hours depending on the office work cycle.

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

In the Matter of an Order Adopting a Position Description for a New Position (Deputy Clerk III)	**)** **)** **)**	**ORDER NO. _____**

WHEREAS, it is the recommendation of County Clerk, Shelley Denney that the attached position description be adopted for a new position:

Deputy Clerk III	G
Position Title	Range

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated position, which description is attached hereto and incorporated herein by reference, is adopted.

DATED this 19th day of August, 2025.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

Approved as to Form:

_____
Patrick Hollinger, Vice Chair

_____
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

_____
Lynn Coker Commissioner

CURRY COUNTY
JOB TITLE: Deputy Clerk III

EXEMPT: No
SALARY LEVEL: **G**
SUPERVISOR: County Clerk
PREPARED BY: County Clerk August 2025

POSITION SUMMARY:

The position is distinguished from the Deputy Clerk I and Deputy Clerk II by the performance of the full range of duties as assigned, working independently and exercising judgement and initiative. Provide advanced general or specialized administrative support to the Clerk, Chief Deputy County Clerk.

Coordinates and performs advanced clerical functions, fiscal record keeping, Responsible for complex clerical duties and may include lead worker or office management assignments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elections

1. Leads, manages, and directs the daily operation of the Elections Division. Troubleshoots, diagnoses, and resolves problems related to the statewide voter registration, signature verification & ballot tally systems. Escalates problems to appropriate resource and follow-up to ensure resolution to user satisfaction. Provides technical training, guidance, support and product information to end users. Designs and maintains web page for County Clerk's Election Division.

2. Recommends policy and procedural changes to County Clerk to ensure effectiveness and efficiency of systems, including implementation of policies. Maintains application operations; current product documentation, including product problems.

3. Maintains voter registration data, voter history data, scanning and indexing of voter signatures to archival index.

4. Maintains Election's Address Library including monitor and updating corrections from taxing district records, additions and changes to rural address system by districts, cities or county.

5. Prepares and issues official ballots to eligible voters, compiles audits, labels and materials required by Oregon Election Laws by analyzing the County's Rural Address System and Taxing District information.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (continued)

6. Audits ballot processing and counting functions produced by Election Board Personnel.

7. Proofs Taxing District records – code area splits, ballot text in preparation of ballot distribution.

8. Assembles and distributes elections supplies for drop sites, and other specific election needs required by Oregon Election Law.

9. Explains and advises citizens in understanding their rights and responsibilities in exercising their voting franchise.

10. Manages payroll documentation for Election Board Personnel.

11. Recruits, assigns and reviews work, schedules and provides training to election board personnel in all aspects of the election process for all elections.

12. Assists in the drafting of ballot forms and preparation of specifications for ballot printing, which includes the proofing of the official ballots prior to printing & distribution.

13. Provide advanced and specialized clerical support to the Clerk or Election Supervisor; maintain complex records and files; compose and type correspondence; purchase supplies; and perform moderately complex bookkeeping functions.

14. May assist in administration of the Clerk's Office budget.

15. Acts as back up to Deputy County Clerk positions, including recording legal documents.

16. Other duties as assigned

<u>Recording</u>

1. Leads manages, and directs the daily operation of the Recording Division.

2. Provides consulting, technical training, guidance, support and product information to end users.

3. Confers with the County's IT Department to develop, implement and maintain computer programs and database files used to store, track and retrieve information on documents and records. Troubleshoots, diagnoses, and resolves problems related to Recording Computer System. Escalates problems to appropriate resource and follow-up to ensure resolution to user satisfaction.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (continued)

4. Research new technology to improve office efficiency. Recommends policy and procedural changes to ensure effectiveness and efficiency of systems. Documents product problems; maintains application operations; and maintains current product documentation. Reviews, updates, and implements office policies and procedures.

5. Manages and facilitates recording software system, FTP Clients, Title Companies, Web Query Clients, and Commissioner's Journal.

6. Designs and maintains web pages for County Clerk's Election/Recording Divisions.

7. Coordinates, administers, leads, monitors, and participates in the day-to-day operations of the Oregon Records Management System including appropriate control over the maintenance, protection, retention, and disposition of records in accordance with Oregon Administrative Rules (OAR) and Oregon Revised Rules (ORS) requirements.

Records Officer

1. Utilize ORMS for search, retrieval, and data entry.

2. Apply records retention schedules to files, archiving and dispositioning files.

3. Participate in records organization projects which can include training or educating staff on records management best practices and procedures to meet ongoing records management needs. Staying current on training offered by the State Archives and shares that knowledge with others.

4. Review and identify records management procedures, policies, and controls currently in place, such as naming conventions, version management and compile and organize records accordingly.

5. Perform account document and inventory reconciliations as needed.

6. Perform data entry to document management system and other tracking tools. Review data for errors and inconsistencies. Verifying accuracy of date entered and correcting any errors.

7. Coordinates with transfer of records to and from the State Records Center and State Archives, when necessary. Prepare, track and proof process for creating archival quality microfilming of records arranging for disposition of microfilm with State Archives.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (continued)

8. Oversee the annual destruction of records that have reached the end of their retention period.

9. Provides advice and assistance to other departments on archives and records management.

Property Value Appeals Board

1. Selects members for the Property Vale Appeals Board after the Commissioners have appointed eligible persons to the pools.

2. Reviews and audits all petitions to determine compliance with ORS and to establish jurisdiction to the Board.

3. Checks land "Value Recalculation Worksheets" prepared by Deputy Assessor for accuracy.

4. Receives and incorporates documents into the official record of the Property Value Appeals Board including appeal petitions, value recalculation worksheets, evidence, stipulations and Summary of Actions.

5. Distributes orders to the Assessors' office and Tax office directing them to reduce or sustain land values.

6. Calculates and prepares the "Summary of Actions" of the Property Value Appeals Board for the Department of Revenue informing them of changes in real market value and assessed value of land in Curry County.

SUPERVISORY RESPONSIBILITIES:

An employee in this classification directly oversees Deputy Recorders providing them with guidance, support and leadership. Ensuring that they produce quality work and meet performance standards and allocate work based on workload. Identifies areas for improvement and implementing strategies to improve productivity.

Knowledge of –

- Supervisory practices/techniques
- Standard office practices and procedures
- Basic accounting principles
- Records of County Assessor and Surveyor
- Local, state and federal election/recording laws

- Locate and explain appropriate citations of Oregon Revised Statues, Administrative Rules, and Directives pertaining to elections/recording.

Ability to –

- Operate job related computer systems and technology to effectively perform the duties of the job.
- Learn office methods, practices and procedures.
- Work cooperatively and develop effective working relationships with diverse work groups and the general public, including the ability to deal with stressful and difficult situations.
- Analyze accounting records and prepare clear and concise reports as required
- Work proficiently both independently and as a team, dealing with the public, county officials/employees, agencies, candidates, and the media in a professional manner.
- Maintain organized records and working environment.
- Communicate clearly. Good oral and written communication skills, Spelling and grammar important.
- Read and interpret various maps and/or legal documents to determine property ownership, location, and description
- Use 10-Key accurately by touch 40-60 keystrokes per minute
- Type accurately 40-60 WPM
- Review and proof documents with accuracy.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency plus coursework in software applications (Word, Excel and Outlook); three years of progressively responsible clerical experience **plus** two years Recording and Voter Registration experience; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above-described duties.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- The ability to work in a professional office environment and uses a computer & keyboard, telephone and other office equipment as needed to perform duties.
- The noise level in the work environment is typical of that of an office with frequent contact with customers and will encounter frequent interruptions throughout the workday, while maintaining attention to detail.
- Frequently required to use repetitive hand motion, sit, stand, walk, reach, bend or lift up to 20 pounds regularly and 50 pounds occasionally. Performs occasional work after hours depending on the office work cycle.

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Appoint Commissioner Coker to the Coos-Curry Housing Authority
Time Needed:	
Financial Impact:	**Description and Background:**
	At the end of the last business meeting on August 6, 2025; Commissioner Coker received consensus from the Board to be placed as the Curry County representative in the current spot held by Commissioner Trost. This order will finalize that decision and be sent to the Coos-Curry Housing Authority.
Category:	
☐ Action/Discussion	
☑ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:

Approve the Appointment of Commissioner Coker to the Coos Curry Housing Authority

Attachments:	**Instructions Once Approved:**
1. Order 2. 3. 4. 5.	

Contact Person – Name and Department:	**Date Submitted:**
Natasha Tippetts - Human Resources Specialist	8/14/25

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

In the Matter of an Order Appointing a Member to the Coos-Curry Housing Authority	**)** **)** **)**	**ORDER NO. _____**

WHEREAS, Commissioner Trost is currently the Curry County Board representative on the Coos-Curry Housing Authority; and

WHEREAS, due to his background and knowledge, the Board has discussed changing the representative to Commissioner Coker; and

WHEREAS, the Board has reached consensus that Commissioner Coker be appointed to the Coos-Curry Housing Authority.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT, Commissioner Coker be appointed to the Coos-Curry Housing Authority.

DATED this 19th day of August 2025.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

_____
Patrick Hollinger, Vice Chair

Approved as to Form:

_____
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

_____
Lynn Coker, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Hire Order - E. Bachman - Maintenance and Construction Worker I
Time Needed:	
Financial Impact:	**Description and Background:**
	This Order will hire Edward Bachman as a Maintenance and Construction Worker I in the Road Department retroactive to August 11, 2025.
Category:	
☐ Action/Discussion	
☑ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve hire of Edward Bachman as Maintenance and Construction Worker I

Attachments:	**Instructions Once Approved:**
1. Order 2. Job Description 3. 4. 5.	

Contact Person – Name and Department:	**Date Submitted:**
Natasha Tippetts - Human Resources Specialist	

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

In the Matter of an Order Approving a Hire (Edward Bachman – Maintenance and Construction I)	**)** **)** **)**	**ORDER NO. _____**

WHEREAS, it is the recommendation of Michael Fitzgerald, Director of County Operations that the following person shall be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Range/Step	Rate	Status
Edward Bachman	Maintenance/Construction I	Grade R-B/Step 5	$23.46/Hourly	FT/Prob

The job description is attached hereto for 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 hire be in effect retroactive to August 11, 2025.

DATED this 19th day of August, 2025

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

_____
Patrick Hollinger, Vice Chair

Approved as to Form:

_____
Michael E. Fitzgerald, OSB #950738
County Legal Counsel

_____
Lynn Coker, Commissioner

CURRY COUNTY
JOB DESCRIPTION

JOB TITLE: Maintenance and Construction Worker I

EXEMPT: No
SALARY LEVEL: Range Road - B
SUPERVISOR: Maintenance and Construction Foreman
PREPARED BY: Road Master June 2023

GENERAL POSITION SUMMARY:

Performs a variety of manual and semi-skilled tasks and operates light automotive and other equipment used in the general construction and maintenance of county roads, bridges, and other related facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Flags, controls pilot-car driving, and directs traffic during regular and evening hours (dark) working call-out emergencies.

2. Operates utility vehicles (pickups, crew cabs, 2.5-yard dump, etc.), chipper, chain saw and other equipment. Drives pilot vehicles through work zones to guide public safely. Uses hand tools and power tools.

3. Operates & drives de-icer on all County maintenance roads. Required to work early/late work hours in the dark during late fall/winter.

4. Performs manual labor digging ditches, cleaning and installing culverts, building fences, cutting, and disposing of brush and trees, setting chokers, installing guardrails and traffic signs, and removing litter and debris from roadway and adjacent area.

5. Operates snow removal equipment, installs and counts traffic counters, dead animal removal, provides work or flagging for other companies or agencies. Removal of fallen rock with plow on 1 ton pickup

6. Climbs steep embankments to mark hazards for equipment, fueling & greasing equipment.

7. Reports weekly auxiliary diesel dispensing fuel usage.

8. Conducts daily vehicle inspections, fuels and greases machines and vehicles.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

Supervision of other employees is not a responsibility of positions in this classification.

QUALIFICATION REQUIREMENTS:

Knowledge of . . .

- The rules of safe operation of the equipment operated by this classification and the precautions to be taken to avoid accidents.
- The appropriate tools, equipment, materials, and procedures used in road construction and maintenance
- Establish and maintain effective working relationships with other employees, public agencies, and the general public

Ability to . . .

- Understand and follow oral and written instructions.

Skill in . . . .

- The safe operation of automotive and light equipment (chain saw, post hole digger, brush chipper, compactor, etc.).
- Using hand tools including rakes and shovels
- NIMS Emergency Management training
- First Aid
- Chainsaw operation

EDUCATION AND/OR EXPERIENCE:

Some experience in general maintenance and construction work; sufficient education to demonstrate the ability to read and write; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the duties.

Requires possession of a valid Oregon Drivers License.
Requires possession of a current certificate of completion of the ODOT Work Zone Traffic Control Course (Flaggers Card).
Required Continuing Education:

- ODOT Fuel Dispensing Training
- Annual Flagger Certification
- Annual Chainsaw Certification
- NIMS (Emergency Management)
- Road Scholar

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- 24/7 Call-Out Availability
- Must have the ability to perform strenuous physical tasks. Climbing hillsides – uphill working/walking in rough terrain & brush, exposure to poisonous native brush.
- Must have the ability to work in variable and inclement weather conditions and deal effectively with stress.
- Must wear safety apparel – PPE Personal Protective equipment, hardhats, ANSI 3 clothing, raingear and follow OSHA Safety requirements.
- The noise level in the work environment may be high at times.
- The weather in the work environment will variable and may be adverse at times.

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

Typical Working Conditions

Work is performed outdoors in hot or cold weather under dusty, noisy conditions. Temperature extremes will vary depending on the seasonal exposure. There is occasional exposure to fumes, odors, dusts, gasses, and chemicals (such as solvents), and to allergy causing agents (such as poison oak, grasses, and insect bites). Equipment that is used on the job presents an exposure to moving and/or vibrating machinery with occasional mechanical and electrical hazard and possible abrasion and contusion.

Special Working Conditions: Exposure to: Variable temperatures and weather conditions; slippery surfaces, such as wet trenches; heights, such as at the edge of a trench; cramped workspaces; high levels of noise; dust and silica dust; allergens, such as poison oak and stinging insects; strong, unpleasant orders; electrical hazards; potentially hostile or violent individuals; the possibility of experiencing bodily injury and contact with toxic substances and chemical irritants.

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Transfer P. Bartley - Senior Accounting Specialist
Time Needed:	
Financial Impact:	**Description and Background:**
	This Order will transfer Paula Bartley to the Senior Accounting Specialist in the Road Department.
Category:	
☐ Action/Discussion	
☑ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve transfer of Paula Bartley to the Senior Accounting Specialist position

Attachments:	**Instructions Once Approved:**
1. Order 2. Job Description 3. 4. 5.	

Contact Person – Name and Department:	**Date Submitted:**
Natasha Tippetts - Human Resources Specialist	

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

In the Matter of an Order Approving the Transfer of an Employee. (Paula Bartley – Senior Accounting Specialist)	**)** **)** **)**	**ORDER NO. _____**

WHEREAS, it is the recommendation of Michael Fitzgerald, Director of County Operations, that Paula Bartley, currently a Accounting Clerk in the Finance Department at salary Range D, Step 2 at $4,343 per month, be transferred to the position of Senior Accounting Specialist in the Road Department at Range R-F, Step 4 at $29.05 per hour.

The job description is attached hereto for 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 transfer be in effect retroactive to August 8, 2025.

DATED this 19th day of August, 2025

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

_____
Patrick Hollinger, Vice Chair

Approved as to Form:

_____
Michael E. Fitzgerald, OSB #950738
County Legal Counsel

_____
Lynn Coker, Commissioner

CURRY COUNTY
JOB DESCRIPTION

JOB TITLE: Senior Accounting Specialist – Road Department

EXEMPT: No
SALARY LEVEL: Range Road - F
SUPERVISOR: Office Manager
PREPARED BY: Roadmaster May 2025

GENERAL POSITION SUMMARY:

Performs technical accounting work for a complete cost accounting system. Relieves administrative personnel of minor administrative tasks requiring a knowledge of department activities and programs.

Senior Accounting 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 an Accounting Clerk. Incumbents in this class work with considerable independence. The work performed requires a thorough knowledge of a complete and specialized departmental function.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Assists Office Manager as needed. Enters Road Department time sheets/material sheets daily. Provides front desk customer service duties. Serves as back-up for the office manager to reconcile payroll reports for Roadmaster and Payroll/Personnel Coordinator approval.

2. Prepares activity, revenue and expenditure reports for departmental programs and projects and works at identifying and implementing procedural changes to reduce costs and efficiencies. Posts expenditures and receipts to accounting records. Performs or reviews specialized calculations, posting and accounting functions. Reconciles report discrepancies.

3. Performs accounts receivable and accounts payable functions. Furnishes reports and data as required to independent auditors to accomplish required audits. Determines and applies material and equipment cost rates.

4. Performs duties of receptionist including receiving incoming telephone calls, receiving office visitors, dispatching radio messages to crew on road hazards (e.g., trees, missing signs, dead animals, down utilities). Communicates with appropriate agencies if needed for corrective action.

5. Accepts payments from walk-in customers and provides receipts for scrap purchases on

public sales. Check out keys. Disperses petty cash. Monitors annual call-out payments and disbursements.

6. Pays monthly pest management, service contracts, outside maintenance billings, utility, and uniform/rug suppliers.

7. Purchases office, shop and crew supplies. (parts, supplies safety, vest, gloves, eye protections, headlamps/first aid, hard hats, flares). Processes loss insurance claims.

8. Maintains the Adopt-a-road litter program.

9. Guides facilities maintenance worker on prioritizing projects and obtains approval for material purchases.

10. Other duties as assigned.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

Work performed under the supervision of the Office Manager.

QUALIFICATION REQUIREMENTS:

Knowledge of . . .

- Record-keeping practices used in the day-to-day maintenance of fiscal accounts
- Accounting principles and practices including double entry bookkeeping
- English, composition, spelling, punctuation, grammar and business formats

Ability to . . .

- Communicate effectively with co-workers, public, outside contractors, supplies, local, state and federal agencies
- Apply accounting principles in resolving problems and verifying the accuracy of the work produced
- Work independently/ independently investigate assigned tasks
- Establish and maintain effective working relationships with other employees and the public
- Understand and follow written and oral instructions
- Effectively handle high volume office environment
- Perform detailed work involving numerical data

Additional Skills . . .

- Processing information on a personal
- computer
- Proficient in Microsoft, Excel, Work and Outlook
- Ability to accurately impute and solve complex mathematical equations

- IRIS or similar governmental cost accounting software a plus

EDUCATION AND/OR EXPERIENCE:

Minimum of three years of progressively responsible clerical work in the accounting area with exposure to basic accounting principles; graduation from high school or possession of the equivalent GED certificate, or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the duties.

Requires possession of a valid Oregon Driver License

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- Ability to deal effectively with stress.
- The noise level in the work environment is usually moderate
- Ability to life 15 or more pounds
- The employee is occasionally required to walk, use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms
- Specific vision abilities required by this job include close vision and the ability to adjust focus
- Sit for long periods of time (10-hour workday)

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

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Amend FTE Status of Current Employee
Time Needed:	
Financial Impact:	**Description and Background:**
	It is the recommendation of Scott Fein, Curry County Surveyor that Barbara Colton, Surveyor Assistant currently a .5FTE be changed to a .75FTE
Category:	
☐ Action/Discussion	
☑ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve amendment to FTE status to Barbara Colton

Attachments:	**Instructions Once Approved:**
1. Order 2. 3. 4. 5.	

Contact Person – Name and Department:	**Date Submitted:**
Natasha Tippetts - Human Resources Specialist	

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

In the Matter of an Order Amending Status of a Current Employee	)))	**ORDER NO. _____**

WHEREAS, Barbara Colton, Surveyor Assistant is currently at a .5 FTE status at 20 hours weekly; and

WHEREAS, the Surveyor Department deems it necessary of the assistant to provide more hours to the public; and

WHEREAS, it is the recommendation of Scott Fein, County Surveyor that Colton's FTE Status be amended to .75 FTE for 30 hours.

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 effective August 23. 2025.

DATED this 19th day of August, 2025.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

Approved as to Form:

_____
Patrick Hollinger, Vice Chair

_____
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

_____
Lynn Coker, Commissioner

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35572
Curry County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Curry County**, hereinafter referred to as **Recipient**, entered into an Agreement on **June 28, 2023**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise Exhibit A.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

This Amendment 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 Amendment so executed shall constitute an original.

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

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

_____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

State of Oregon, by and through its Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jennifer Boardman

Date 08/06/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over $250,000)

N/A

Recipient Contact:

Kathy Bernhardt
94235 Moore St., Suite 123
Gold Beach, OR 97444-0746
1 (541) 412-8806
rkbernhardt@currypublictransit.org

State Contact:

Jennifer Boardman
555 13th Street NE
Salem, OR 97301-4179
1 (541) 774-6371
Jennifer.Boardman@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

Revised Exhibit A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311(f) Curry County 35572 *Vehicle Purchase*				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-3793-01 Item #1: Bus < 30ft				
	$300,000.00	$240,000.00	$60,000.00	State
Sub Total	$300,000.00	$240,000.00	$60,000.00	
Grand Total	**$300,000.00**	**$240,000.00**	**$60,000.00**	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):
- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. PROJECT DESCRIPTION

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

The bus purchase project enhances the statewide transit network by providing dependable buses to service the fixed route in Curry County.

This project supports intercity transit service, which is characterized by infrequent stops, not being designed primarily for commuters, and the use of vehicles with the capacity to carry passenger luggage. The supported service makes meaningful connections to the larger transit network where possible. The supported service route covers a one-way distance of at least 20 miles or closes a vital gap in the statewide transit network.

Specifically this funding will purchase two transit vehicles as follows: useful life: 5 years and 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations: 1-2; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

1. V001665; 2016 Chevy Glaval; 1GB6GUBG0G1138279.
2. V002553; 2021 Metrolink E450; 1FDFE4FS7KDC73150

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement. Vehicles should be ordered no later than six months after the execution of the agreement and may not be considered for any type of extension if not ordered at least one year prior to the execution of the grant agreement. Every effort should be made to order the vehicles in a timely manner to ensure they are received prior to the expiration date of the agreement.

Location where vehicle will be stored:
Curry Public Transit Inc. 412 Alder St, Brookings, OR 97415

Recipient will Purchase vehicles as noted below:

Vehicles Milestones estimated dates.
- *Project start date: July 31, 2023*
- *FRP/IFB Date: August 31, 2023*
- *Contract Award: September 1, 2023*
- *First Vehicle Delivered: December 1, 2024*
- *All Vehicles Delivered: July 10, 2025*
- *Contract Completion Date: October 30, 2025*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase a passenger transportation vehicle to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicle to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicle remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the maintenance plan upon request.

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. (This can be supported by State's GTFS contractor.) GTFS data should be updated in advance of system changes to allow trip planners to stay current.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) should include an explicit preference

for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties].

5311(f)-supported services shall serve key transit hubs and stops operated or used by for-profit/national transit providers where practical unless explicitly exempted by State. 5311(f)-supported service providers shall enter into interline agreements with Greyhound and Amtrak where practical unless explicitly exempted by State.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with the vehicles and required to put the vehicle into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Operations projects have a 50 percent match requirement. All other project types have a 20 percent match requirement.

State's obligation to disburse Grant funds to Recipient under this agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

Disbursement Schedule

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement, and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a

capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

The required agency cover letter (instructions found on PTD website), must be attached and include all of the following information:
- Grant agreement number
- Total cost of all items submitted for reimbursement on the vehicle (vendor purchase order plus any after-market additions to the vehicle), including the .5% vehicle use tax
- Total passenger capacity/number of ADA stations/total passenger capacity with ADA stations deployed

- Declaration of whether or not any rebates were given on price and if they are deducted from the reimbursement request
- Date of acceptance of the vehicle (list if more than one vehicle)
- Date vehicle was put into active transit service (list if more than one vehicle)
- Source of matching funds
- Declaration that vehicle license and title registration expenses are not included in the costs submitted for reimbursement

Declaration that a copy of each required document listed on the Pre-Award and Post-Delivery Vehicle Purchase Certification form is physically on file in the subrecipient's vehicle procurement file for each vehicle being purchased

Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.
Copies of all invoices associated with expenses identified for reimbursement. Also required are a pre-award and post-delivery certification form documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

Recipient is required to create, update and maintain an equipment maintenance plan for equipment valued at $50,000 or more, including non-rolling stock vehicles and shop equipment. Recipient shall service all vehicles according to the current maintenance plan.
Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

If Recipient is a Qualified Entity, Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

If Recipient is not a Qualified Entity, Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2029** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

   Exhibit A: Project Description and Budget

   Exhibit B: Financial Information

   Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

   In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.
3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **$468,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** . Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at https://www.oregon.gov/odot/RPTD/Pages/index.aspx. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
   a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.oregon.gov. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement.

iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.

ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement(1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

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

c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

8. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.

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

d. **Audit Requirements.**

i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. **Recipient Subagreements and Procurements**

a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.

iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.

iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. **Subagreement indemnity; insurance.**

i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**

ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.

c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than $100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.

ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.

iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.

v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.

vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:

a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

i. Recipient fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Recipient, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement;

ii. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or

iii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.

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

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

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

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules

and regulations.

i. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

j. **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.

k. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

l. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

m. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

_____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

State of Oregon, by and through its Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jennifer Boardman

Date 08/01/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over $250,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

Recipient Contact:

Kathy Bernhardt
94235 Moore St., Suite 125
Gold Beach, OR 97444-0746
1 (541) 412-8806
rkbernhardt@currypublictransit.org

State Contact:

Jennifer Boardman
355 Capitol St NE, MS43
Salem, OR 97301
1 (541) 774-6371
Jennifer.Boardman@odot.oregon.gov

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Curry County STIF 35897 *Purchase four gas replacement vehicles*				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-0859-01 Item #1: Bus < 30ft				
	$585,000.00	$468,000.00	$117,000.00	State
Sub Total	$585,000.00	$468,000.00	$117,000.00	
Grand Total	**$585,000.00**	**$468,000.00**	**$117,000.00**	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement provides funding for the following activities (collectively, the "Project"): Recipient's Vehicle Replacement project to procurement and purchase of four vehicles that have reached their useful life:

Coastal Express routes cover 740 miles per day, six days a week, traveling three times a day between Smith River, California and North Bend, Oregon and meeting neighboring transit providers both north and south as well as east. 2023-24 ridership was 11,184 and mileage 225,368. Dial a Ride in Brookings runs 6 days a week and in Gold Beach 4 days a week. Dial-a-Ride ridership in 2023-24 was 14,400 with 48,676 miles covered. Curry Public Transit rotates buses between Coastal Express and Dial a Ride as needed as they are being rotated in and out of service for maintenance or repairs.

Curry County is a highly rural area in the SW Coastal region of Oregon. The population has a high percentage of low-income, older adults and individuals with disabilities.
This route connects with Redwood Coast Transit at Smith River, California, which travels south to Arcata and meets Greyhound going further south and east. It also connects with Southwest Point in Brookings, which travels east to Medford and Klamath Falls, and with Coos County

Area Transit in Coos Bay with continuing service to Coquille and to Florence, which provides connections to Amtrak and Greyhound services in Eugene. Coastal Express also provides service to and from Coos County Airport.

CPTI offers discounted passes to local agencies such as Area Agency on Aging, DHS, homeless services, and free rides to and from local food banks to veterans needing medical care and to children under 6 accompanied by a responsible adult. We also offer half-price fares to persons over age 60 and those living with a disability. Many (over 12%) of Curry County's population also live well below the poverty level. CPTI provides a very affordable means of transportation in an area that has very few options. There is no Uber or Lyft or other ride-share options other than local Taxi services. Disadvantaged populations would suffer if this service were to discontinue or even reduce services.

100% State Funded Projects
State-funded Capital projects must follow state and local procurement and construction rules.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Under this agreement Recipient will purchase three, Class D gasoline fueled vehicles and one class E1 gasoline powered vehicle.
Transit vehicle purchase is as follows:

Recipient will purchase three vehicles with a useful life of 5 years or 150,000 miles; approximate length - 22-25 feet; estimated number of seats - 12-14; estimated number of ADA securement stations - 1-2; fuel type - gasoline.

Recipient will purchase one vehicle with a useful life of 4 years or 100,000 miles; approximate length under 22 feet; estimated number of seats- 8-10; estimated number of ADA securement stations - 1-2; fuel type - gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

a. V002553; 2021, Ford Metrolink; 1FDFE4FS7KDC73150
b. V002554; 2019, Ford Metrolink; 1FDFE4FS0KDC73152
c. V002555; 2019, Ford Metrolink, 1FDFE4FS4KDC73168
d. V002949; 2021, StarCraft, Starlite, 1FDEE3FN2MDC14400

All purchases and installations must be completed prior to the expiration date of this Agreement. Vehicles should be ordered no later than six months after the execution of the agreement and may not be considered for any type of extension if not ordered at least one year prior to the execution of the grant agreement. Every effort should be made to order the vehicles in a timely manner to ensure they are received prior to the expiration date of the agreement.

Location where vehicle will be stored:
Curry Public Transit Inc. 412 Alder St, Brookings, OR 97415

Milestones
RFP/IFB Issue Date: August 1, 2025
Contract Award Date: January 1, 2026
Initial Delivery Date: July 1, 2026
Final Delivery Date: June 30, 2028
Contract Completion Date: June 30, 2028

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

State will retain title to the vehicles as primary security interest holder for as long as the vehicles remains in public transportation service. Recipient is required to report on all vehicles that are purchased with state or federal funding until disposition of the vehicle. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle and must notify State when actual disposal has been completed. Vehicles must exceed the minimum useful standard for age or mileage before State will release title. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer maintenance requirements for each vehicle and meets Federal Transit Administration transit asset management requirements in 49 CFR Part 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the maintenance plan upon request.

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. (This can be supported by State's GTFS contractor.) GTFS data should be updated in advance of system changes to allow trip planners to stay current.

Recipient, if operating demand response service, is encouraged to create and maintain GTFS-flex data for their service. (This can be supported by State's GTFS-flex contractor.)

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) should include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties].

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remains in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include:

- The required agency cover letter (instructions found on PTD website), must be attached and include all of the following information:
1. Grant agreement number
2. Total cost of all items submitted for reimbursement on the vehicle (vendor purchase order plus any after-market additions to the vehicle), including the .5% vehicle use tax

3. Total passenger capacity/number of ADA stations/total passenger capacity with ADA stations deployed
4. Declaration of whether or not any rebates were given on price and if they are deducted from the reimbursement request
5. Date of acceptance of the vehicle (list if more than one vehicle)
6. Date vehicle was put into active transit service (list if more than one vehicle)
7. Source of matching funds
8. Declaration that vehicle license and title registration expenses are not included in the costs submitted for reimbursement

- Declaration that a copy of each required document listed on the Pre-Award and Post-Delivery Vehicle Purchase Certification form is physically on file in the subrecipient's vehicle procurement file for each vehicle being purchased.

- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

- Copies of all invoices associated with expenses identified for reimbursement. Also required are a pre-award and post-delivery certification form documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

Recipient is required to create, update and maintain an equipment maintenance plan for equipment valued at $50,000 or more, including non-rolling stock vehicles and shop equipment.

Recipient shall service all vehicles according to the current maintenance plan.

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Recipient shall maintain insurance coverage, or require sub-recipients to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070
Recipient shall set useful life standards and retain the net proceeds form a sale or other disposition of Capital Asset to reinvest in the future STIF capital project or return net proceeds to the Agency. Per OAR 732-044-0050 (6) (a-c) and ensure that sub-recipients follow the same requirements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in

reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

Recipient will provide reporting information as prescribed by State on structure(s) constructed and any purchased items to place the facility into service under this Agreement as long as they remain in use for public transportation service. All transit facilities constructed subject to this Agreement shall be included in Recipient's Transit Asset Management reporting to State. Procurement and construction files must be retained by Recipient for as long as the structure(s) remain in use, plus three years after disposal.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed with each reimbursement request. Site visits or photographs of construction progress are required in order to receive final reimbursement for project deliverables.

Vendor invoices must be attached and contain the following information
- Be legible
- Match the amount requested for reimbursement
- Include a description of the service (hours, rate, quantity of service)
- Include the date(s) of the service
- Include the agency providing the service
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

EXHIBIT B

FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	**State Funding Agency**		**Total State Funding**
STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		**$468,000.00**

Administered By
Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.
All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than $500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence. Annual aggregate limit shall not be less than **$2,000,000.**

AUTOMOBILE LIABILITY.
Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **$1,000,000.**

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.
The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.
If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.
The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.
Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.
Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

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

COMMERCIAL GENERAL LIABILITY.
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

AUTOMOBILE LIABILITY.
Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.
The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:
i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
ii. State or Recipient termination of this Agreement, or
iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.
Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.
Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.
All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C.**

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
August 19, 2025	Extend current contract with Curry Public Transit
Time Needed:	
N/A	
Financial Impact:	**Description and Background:**
	In order to account for Contract revisions for the updated contract with Curry Public Transit Inc., additional time is needed. An extension of the current contract is requested through September 30, 2025.
Category:	
☐ Action/Discussion	
☒ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve extension of the current contract with Curry Public Transit to September 30, 2025

Attachments:	**Instructions Once Approved:**
1. Current Contract	
2.	
3.	
4.	
5.	

Contact Person – Name and Department:	**Date Submitted:**
Ted Fitzgerald, DCO	8/14/2025

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

In the Matter of an Order Approving an Extension of the Cooperative Agreement Between the Curry County Public Transportation Service District, Curry County Public Transit Inc., and Curry County to Provide Public Transportation	)))))))	**ORDER NO. _____**

WHEREAS, Curry County, the Curry County Public Transportation Service District, and Curry County Public Transit Inc. entered into an Agreement for public transportation services in Curry County on June 5, 2013, which was subsequently extended through June 30, 2025; and

WHEREAS, the County issued a Request for Proposals for transportation service providers in 2025, and awarded the corresponding Agreement to Curry Public Transit, Inc,; and

WHEREAS, additional time is needed in order to complete revisions to the new services agreement to best reflect various funding sources; and

WHEREAS, an extension of the terns of the original Agreement of 2013 as subsequently amended is necessary in order to continue the provision of public transportation services in Curry County until a new Agreement between the parties can be fully executed.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the terms of the Cooperative Agreement between Curry County, Curry County Public Transportation Service District, and Curry County Public Transportation, Inc., dated June 5, 2013, are extended through September 30, 2025.

DATED this 19th day of August, 2025.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Jay Trost, Chair

Approved as to Form:

_____
Patrick Hollinger, Vice Chair

_____
Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

_____
Lynn Coker, Commissioner

COOPERATIVE AGREEMENT BETWEEN THE CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, CURRY COUNTY AND CURRY PUBLIC TRANSIT, INC., TO PROVIDE TRANSIT SERVICES

Curry County Public Transit Service District ("the District"), a municipal corporation, Curry County (County), a political subdivision of the State of Oregon, and Curry Public Transit, Inc. (CPTI), a domestic non-profit corporation, agree as follows:

RECITALS

A. The District is a unit of local government formed pursuant to ORS Chapter 451 in 2005 for the purpose of providing regular, safe, reliable and affordable transportation to senior citizens, persons with disabilities, and the general public of Curry County; and,

B. The District is authorized under ORS 451.550(4) to enter into contracts which, in the judgment of the governing body, are necessary or proper in the exercise of the powers of the District; and,

C. Curry County is a political Subdivision of the State of Oregon.

D. Since April of 2007, Curry Public Transit, Inc. (CPTI), a domestic non-profit corporation and independent contractor to the District, has provided local public transit services in Curry County. The initial agreement between the Curry County Public Transit District and CPTI was approved on April 2, 2007, and filed with the Curry County Clerk on April 3, 2007, Curry County Clerk Court Book #2007-C-95. That agreement was extended until June 30, 2013, by District Board action on March 7, 2011. On July 1, 2013, the agreement was renewed through June 30, 2016 with the ability to renew for two additional two (2) year terms with consent of both parties. The first extension two year extension was from July 1, 2016 through June 30, 2018, and the second two year extension was from July 1, 2018 through June 30, 2020. A one-year retroactive extension was granted on May 12, 2021 retroactive back to July 1, 2020 extending through June 30, 2021.

E. This agreement needs to be updated.

F. In part because for a number of years no other agencies have applied for STIF funds available from the County, the Board of the District and County conclude that there is only one reasonable provider of public transit services in the county-

CPTI.

G. This document is drafted to specifically enumerate the rights, duties and obligations of each of the three parties; and,

H. The parties understand that this agreement is not intended to create, nor shall it be construed to create, a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any relationship other than that of independent contracting parties; and,

I. The parties contemplate that this agreement will result in a substantial benefit to the public.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

(1) "CPTI" – Curry Public Transit Inc., operator under this agreement of the public transportation program in Curry County.

(2) "County"- Curry County, a political subdivision of the State of Oregon.

(3) Curry Public Transit Service District ("the District") – Formed as a special district under ORS Chapter 451, it contracts to provide public transit services within and adjacent to geographic boundaries of Curry County.

(4) "ODOT" – The Oregon Department of Transportation, Public Transit Division, a State agency that administers the public transportation program in the State of Oregon, and provides grant funding for programs such as Curry Public Transit.

ARTICLE II - SERVICES TO BE PERFORMED – RESPONSIBILITIES OF EACH PARTY

SECTION A:

During the term of this agreement, and subject to the conditions herein set forth, the District through its Board and/or authorized personnel shall:

1. Serve as the governing body of the District and shall have all powers outlined in ORS Chapter 451.

2. Provide oversight of all policies governing the operation of CPTI in conjunction with CPTI's Board of Directors.

3. Communicate with ODOT and CPTI on all matters concerning funding, grants, reporting, budgets and compliance issues.

4. Review and forward all applications and documentation to ODOT on grants, legislation and other matters.

5. Assume insurance obligations pursuant to Article X of this agreement. CPTI will pay for all such coverage.

6. Provide oversight on CPTI's performance.

7. Verify compliance with federal requirements as described in the Federal Transit Administration Certifications and Assurances published annually in the Federal Register.

8. Receive and distribute STF & STIF funds, or direct County to receive and distribute STF & STIF funds to implement the STF & STIF programs.

9. Distribute to CPTI any funds CPTI is entitled to receive under the terms of individual grants or other funding sources.

10. Participate with CPTI, the District and the Curry County Joint Transportation Advisory Committee in open meetings regarding transit issues and recommendations.

11. Review and approve applications and contracts for CPTI with state or federal agencies.

12. Appoint members of the Curry County Joint Transportation Advisory Committee to serve in accordance with the advisory committee bylaws.

13. Monitor the STIF program and any delegation of administration of the STIF program.

14. Verify that CPTI operates vehicles according to state and federal standards, and complete any compliance documentation required by state or federal agencies or other funding providers.

15. File funding decisions and advisory committee appointments in the District record

in accordance with District procedure; serve as the official signatory of all applications and contracts of the District.

16. Refer to CPTI all complaints or suggestions from the public concerning CPTI services or the lack thereof.

17. Perform other duties as necessary or required by law.

SECTION B:

During the term of this agreement, and subject to the conditions herein set forth, County shall:

1. When grants are directed to the County, review, act upon, and forward all applications and documentation to ODOT in a timely manner.

2. Distribute to CPTI any funds that CPTI is entitled to receive under the terms of County-received grants or other funding sources.

SECTION C:

During the term of this agreement, and subject to the conditions herein set forth, CPTI shall:

1. Take custody of such vehicles as the District may provide for the purpose of establishing and maintaining routes, scheduling and contract services as prescribed by the District. It is understood by the parties that the vehicles used for the operation of the Transit District shall be in the name of the District with the State of Oregon Department of Transportation Transit Division as lien holder. (Vehicles must be registered in the name of the sub-recipients under applicable grants.)

2. Maintain a staff of employees appropriately trained, qualified and licensed to dispatch and operate the above vehicles to maintain the service level as determined by CPTI in consultation with the District.

   All workers for CPTI shall be fully qualified to perform the work they are assigned to, and if required to be licensed or registered by the State of Oregon, shall be so licensed or registered.

3. Be solely responsible for employment, training and supervision and payment of its workforce. CPTI shall comply with drug and alcohol testing as required by law.

4. Distribute to all employees a CPTI employee handbook with policies that are consistent with State and Federal law. CPTI shall be responsible for enforcing said policies, and shall make said documents available to the District.

5. Negotiate and contract with other service-providers (i.e. hospitals, etc.) to facilitate any transit-related activities to improve services to customers.

6. Be responsible for insurance obligations as outlined in Article X of this agreement.

7. Be responsible for the financial management of CPTI. This includes the payment of bills, and preparation of financial statements.

8. CPTI shall provide an operational budget for District's review. District shall file both CPTI and District budgets with ODOT.

9. Cooperate in the preparation of an annual independent audit or review of CPTI's books and records for the period ending June 30th of each year.

10. Collect all fares and other income and deposit the same to the CPTI bank accounts. CPTI shall bill service contracts to the service recipients. CPTI shall develop an adequate written procedure for handling all cash and cash equivalents by CPTI employees from point of receipt to point of deposit in CPTI accounts. These procedures shall be incorporated into the CPTI's policy manuals.

11. Be the pass through recipient of revenues, from sources including, but not limited to, fares, donations and grants given the Transit District and County for the Transit System. This shall include STIF Grants and any other applicable grants awarded to County and District. CPTI shall expend the same in accordance with this agreement. Any funds appropriated with or retained by the County or District shall be in consultation with CPTI.

12. Keep accurate records of daily operational activities including fares received and ridership. Said records shall be kept in accordance with generally accepted accounting principles, generally accepted auditing standards and State minimum standards for audits of municipal corporations. District, County, Secretary of State of the State of Oregon, United States Department of Transportation Federal Transit Administration all shall have access to said records. Said records shall be kept for a minimum of six years, or such longer period as provided by agreement or law.

13. Prepare and submit quarterly reports and other required reports to the Transit District as required by law, for its review and approval, prior to being submitted to ODOT.

14. Prepare the applications for STIF monies, and other operational grants, as required, for District's review and submittal.

15. Consult with the District concerning prudent fares for the Transit System assuring that seniors and the disabled are provided a discounted fare.

16. Provide monthly financial statements and quarterly reports to the District regarding changes in operations.

ARTICLE III - RELATIONSHIP BETWEEN DISTRICT COUNTY AND CPTI

CPTI promises to furnish its best skill and judgment in providing the services under this agreement, and will cooperate with the District, County, District's and County's representatives, and other interested parties in furthering the interests of transit services in Curry County. CPTI shall serve as an independent contractor to District and County. CPTI is not an "officer", "employee" or "agent" of District or County as those terms are used in ORS 30.265.

ARTICLE IV - QUALITY AND SCHEDULE OF SERVICE

CPTI shall perform its services as an independent contractor in accordance with its own methods, this agreement, the provisions of the project documents and applicable laws and regulations and shall be responsible for providing competent and professional personnel, and for complying with all applicable rules and regulations pertaining to the services it is providing under this agreement. CPTI acknowledges, however, that the District Governing Body, and the County Board of Commissioners (in specified instances as outlined in this agreement), after receiving input from CPTI, has final decision-making authority in all matters relating to public transit in Curry County.

CPTI shall perform the services required by this agreement as expeditiously as is consistent with the appropriate standard of care and the orderly progress of the contracted services. CPTI shall perform the services in accordance with goals and objectives set forth in the District's Master Plan, as adopted by the Curry County Board of Commissioners on June 20, 2005, and as may be amended from time to time.

ARTICLE V – FUNDING

District and County shall forward to CPTI funds they receive for the Transit

District including, but not limited to Special Transportation Grants, Statewide Transportation Improvement Funds, FTA funds for purchase of buses, FTA Section 5310 funds for demand transportation, and FTA 5311 funds for intercity transportation. CPTI shall use these funds to meet its obligations under this agreement. In the event that revenues received pursuant to this agreement exceed expenditures under this agreement, excess revenues shall be retained by CPTI as contingency funds for succeeding fiscal years. It is understood that CPTI shall operate within its budget and within the pass through revenues forwarded by District and County to it. CPTI shall be held liable for expenditures incurred beyond the pass through revenues.

CPTI shall deposit all revenues received from Public Transit Services into designated CPTI bank accounts.

CPTI understands that the District does not have the authority to levy taxes, incur bonded indebtedness, or charge property assessments, and that its sole source of income will be through rider fees, donations, fund-raisers, sale of equipment, grants, operating subsidies, and other such non-property tax sources.

ARTICLE VI – ADVISORY COMMITTEE

District shall appoint a Curry County Joint Transportation Advisory Committee that shall advise CPTI and District regarding the operation of the Transit System.

ARTICLE VII – DRUG & ALCOHOL TESTING

CPTI shall be required to administer a drug and alcohol testing program for its drivers and safety-sensitive personnel in accordance with applicable law.

ARTICLE VIII - CONTROL OF THE WORK AND SAFETY

CPTI shall be responsible for performing the work under this agreement competently, and in compliance with all applicable laws, rules, and regulations. CPTI shall be liable for its own negligence and the negligent acts or omissions of its agents and employees.

ARTICLE IX - BUDGET LIMITATIONS

District shall also review and approve CPTI's annual operating budget following approval of CPTI's Board of Directors. The budget may contain a reasonable allocation for administrative oversight expense for the District, but will not include the amounts previously designated by ODOT (STF Funds only). CPTI shall operate within the framework of the adopted budget.

ARTICLE X – INSURANCE AND INDEMNIFICATION

CPTI shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE and CERTIFICATES OF INSURANCE before performance under the cooperative agreement commences, and ii) maintain the insurance in full force throughout the duration of the cooperative agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State and District. CPTI shall pay for the insurance at its expense.

TYPES AND AMOUNTS:

i) WORKERS COMPENSATION. Insurance in compliance with ORS 656.017. which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than $1,000,000 must be included.

ii) COMMERCIAL GENERAL LIABILIY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State and District. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State and District:

Bodily Injury, Death and Property Damage:

$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii) AUTOMOBILE LIABILITY INSURANCE: Automobile liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State and District:

Bodily Injury, Death and Property Damage:

$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

District shall provide auto liability and physical damage coverage for all vehicles used by the Transit System. Auto Liability Insurance shall be in the amount of not less than $2,000,000. District shall be named insured and County and CPTI shall be additional named insureds. CPTI shall pay for cost of said insurance.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include District, County and State, its officers, employees, and agents as Additional Insureds but only with respect to CPTI's activities to be performed under this cooperative agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, CPTI shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Cooperative Agreement, for a minimum of 24 months following the later of: (i) CPTI's completion and District's acceptance of all Services required under the cooperative agreement or (ii) the expiration of all warranty periods provided under the cooperative agreement. Notwithstanding the foregoing 24-month requirement, if CPTI elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then CPTI may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, CPTI shall maintain "tail" coverage for a maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. CPTI or its insurer must provide 30 days' written notice to District before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. CPTI shall provide District with a certificate(s) of insurance for all required insurance before CPTI performs under the cooperative agreement. The certificate(s) or an attached endorsement must specify: I) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

CPTI shall indemnify, defend, save and hold harmless State, District and County and their officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort,

as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or part, by the negligent or willful acts or omissions of CPTI or any of such party's officers, agents, employees or subcontractors ("Claims") under the cooperative agreement. It is the specific intention of the Parties that the State, District and County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, District or County be indemnified by CPTI from and against any and all Claims.

CPTI, nor subcontractors of CPTI, nor any attorney engaged by CPTI, shall defend any claim in the name of the State or any agency of the State of Oregon nor purport to act as legal representative of the State of Oregon or any of its agencies or of District or County, without the prior written consent of the Oregon Attorney General or Board of Curry County Commissioners as applicable. The State, District or County may, at any time at its election, assume its own defense and settlement in the event that it determines that CPTI is prohibited from defending State's, District or County's interest, or that CPTI is not adequately defending State's, District or County's interests, or that an important governmental principle is at issue or that it is in the best interests of State, District or County to do so. State, District and County reserve all rights to pursue claims it may have against CPTI if State, District or County elects to assume its own defense.

ARTICLE XI - VEHICLES

It is understood by the parties that the vehicles used for operation of the Transit System are to be titled to the District, with the State of Oregon Department of Transportation Transit Division as a lien holder.

ARTICLE XII – VEHICLE FUELING

The parties acknowledge that ODOT has approved the fueling of District vehicles at ODOT sites in Hunter Creek and Port Orford. So long as said permission continues, CPTI may fuel District vehicles at those ODOT sites by using a County-issued card and security numbers. ODOT will bill Curry County, who will in turn bill CPTI at actual cost.

ARTICLE XIII – VEHICLE MAINTENANCE

CPTI may request maintenance and repair of District vehicles, by the County, at the County shop. It is understood by the parties that work will be performed by the County so long as it can be done within the County's schedule, as determined by County. CPTI will be billed at current County shop rate for labor and actual cost of materials.

ARTICLE XIV - REVIEW OF RECORDS

CPTI will keep accurate records and books showing all charges and expenses incurred by CPTI in the performance of the services herein.

ARTICLE XV - ASSISTANCE FROM DISTRICT

The District will provide information, documents, materials and services that are within the possession or control of the District and are required by CPTI's performance of the services. The District shall cooperate fully with CPTI to achieve the objectives of the assignments. Assistance that is required of the District may be specified by exchange of correspondence.

ARTICLE XVI - LAWS AND REGULATIONS

CPTI's services shall be consistent with sound business practices and will incorporate federal, state and local laws, codes, ordinances, and regulations applicable at the time services are contracted for under this agreement.

ORS 279B.220, 279B.230 and 279B.235 incorporated herein by reference, are made part of this contract.

CPTI shall comply with all applicable Federal and State assurances outlined in the grant agreements.

Both parties will be entitled to regard all laws, rules and regulations issued by any federal or state regulatory body as valid and may act in accordance therewith until such time as the same may be invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

ARTICLE XVII - ASSIGNMENT AND SUBCONTRACTING

Neither party to this agreement will assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party. CPTI shall not subcontract any portion of its contract work with the District without prior written approval of the District.

ARTICLE XVIII - SEVERANCE PROVISION

Any provisions of this agreement held in violation of any law or ordinance will be

deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. The parties shall attempt in good faith to replace any invalid or unenforceable provisions of this agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE XIX – MODIFICATION

No modification of this agreement shall be valid unless in writing and signed by the parties.

ARTICLE XX - TERM AND TERMINATION OF AGREEMENT

This Agreement shall commence on July 1, 2021, and shall continue in effect until June 30, 2024, unless terminated as provided for below. Notice of termination shall be given in accordance with the provisions of Article XXIII hereof.

The agreement may be renewed for two additional two-year terms with the consent of parties.

CPTI may terminate this agreement with at least thirty (30) days advance written notice to District if CPTI does not obtain funding, grants and other sources of revenue from federal, state or other sources sufficient to meet the financial obligations of CPTI under this agreement, as determined by CPTI in the reasonable exercise of its administrative discretion.

Either party may terminate this agreement without cause upon advance written notice to the other party on or before the first day of a month, in which case the agreement shall terminate on the last day of the month. For instance, written notice to terminate given on February 2nd, would result in termination on March 31st of the same year, and written notice to terminate given on February 28th, would also result in termination on March 31st of the same year.

This agreement may also be terminated ten (10) days following advance written notice by either party in the event of a material breach of the terms and conditions of the agreement, and failure to correct the breach within those ten days.

Termination shall not prejudice any right of the parties prior to the effective date of termination.

ARTICLE XXI – COMPLIANCE WITH TRANSPORTATION AGREEMENT

CPTI shall comply with all applicable terms and provisions of the transportation

agreements between the Transit District, the County, and ODOT Transit Division.

ARTICLE XXII – RETURN OF ASSETS AND RECORDS

Upon termination of this agreement, CPTI shall promptly return to District all public transit records and all public transit assets, including but not limited to, vehicles, furnishings and computer equipment.

ARTICLE XXIII - AUTHORIZED REPRESENTATIVES

Any notice which is required to be given under this agreement shall be signed by the Authorized Representative of the respective party and shall be sufficiently given if delivered personally, or mailed (postage prepaid) to the Authorized Representative at the address specified in this agreement. In the event that either party shall have changed its Authorized Representative or its address, then notice shall be given in the same manner to the successor Authorized Representative at the address designated in the written notice required by this Article. Every notice so given shall be effective when received.

The parties hereby designate the following named individuals as their respective Authorized Representatives:

Curry Public Transit, Inc
P.O. Box 1771
Brookings, OR 97415
Attn: Transit Manager/CPTI Liaison
(541) 412-8806

Curry County Public Transit
Service District
Curry County Annex
94235 Moore Street; Suite 122
Gold Beach, OR 97444
Attn: Board Chair
(541) 247-3296

In the event that either party desires to change its Authorized Representative, or to change the address of its Authorized Representative, ten (10) days prior written notice shall be given in accordance with the provisions of this Article.

ARTICLE XXIV - FORCE MAJEURE

Neither party will hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events will include but not limited to storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances or inability with reasonable diligence to supply

personnel, information, or material to the project. Should such acts or events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the performance of this agreement. Delays within the scope of this Article will, at the option of either party, make this agreement subject to termination or to renegotiation.

ARTICLE XXV- ATTORNEY FEES

In any legal or arbitration proceedings brought by either party to enforce or interpret any of the terms or conditions of this agreement, including the collection of any payments due hereunder, each side shall be responsible for their own attorney fees.

ARTICLE XXVI - LITIGATION

Any litigation concerning this agreement shall be filed in the Circuit Court of the State of Oregon for the County of Curry, or the U.S. District Court for the State of Oregon, as appropriate.

ARTICLE XXVII - ENTIRE AGREEMENT--EXCEPTION

The agreement constitutes the entire agreement between CPTI and the District. It supersedes all other written or oral agreements or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representations, statements or agreements other than those herein expressed. No amendment to this agreement hereafter made between the parties shall be binding on either party unless reduced to writing, and signed by an authorized person of the party sought to be bound thereby.

ARTICLE XXVIII – GOVERNING LAW

This agreement shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the State of Oregon.

ARTICLE XXIX – NO WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

ARTICLE XXX – AMENDMENTS

This agreement may be amended by mutual written agreement of the parties.

ARTICLE XXXI – PRESS RELEASES

Any press releases for changes in services or funding shall be joint press releases and approved by the District's Board and CPTI's Board.

The parties hereto have caused this agreement to be executed by their duly authorized parties.

DISTRICT GOVERNING BODY

Court Boice, Chair — DATE 6-29-21

Absent At Signing

John Herzog, District Board Member — DATE

Christopher Paasch, District Board Member — DATE 6.29.21

BOARD OF CURRY COUNTY COMMISSIONERS

Court Boice, Chair — DATE 6-29-21

Absent At Signing

John Herzog, Vice Chair _____ DATE _____

Christopher Paasch, Commissioner _____ DATE 6.29.21

CPTI
BOARD OF DIRECTORS
BROOKINGS, OR 97415

Signature _____

Name (Printed or Typed) _____

Title _____

Address _____

City, State, Zip _____

Telephone _____

Date _____

CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	**Agenda Item Title:**
8/19/25	Landowner Petitions for Annexation into fire protection districts
Time Needed:	
5 minutes	
Financial Impact:	**Description and Background:**
N/A	Two Petition for Annexations were filed regarding the annexation of land into the Pistol River Rural Fire Protection District T39S R14W S11BB TL100 - Prosser T39S R14W S10 TL100 - Hunter In accordance with Oregon Law, the Board must now hold a hearing regarding the merits of the Petitions and make a determination as to their approval.
Category:	
☑ Action/Discussion	
☐ Consent	
☐ Executive Session	
☐ Hire Order	
☐ Presentation	

Requested Motion:
Approve BOC Annexations 25-09 and 25-10.

Attachments:	**Instructions Once Approved:**
1. Orders 2. Petitions w/attachments 3. 4. 5.	File Order with Clerk, copy to Counsel, copy to Petitioner.

Contact Person – Name and Department:	**Date Submitted:**
Ted Fitzgerald, DCO	8/13/25

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

In the Matter of an Order Annexing Property into the Pistol River Rural Fire Protection District	**)** **)** **)** **)**	**ORDER NO. _____** **BOC ANNEXATION NO. 25-09**

WHEREAS, the Board of Commissioners received a Petition requesting the Annexation of a parcel of land (22514 Carpenterville Road) into the Pistol River Rural Fire Protection District on July 9, 2025, and such Petition was found to meet the criteria set forth by ORS 198.857; and

WHEREAS, pursuant to ORS 198.857(2), the Pistol River Rural Fire Protection District has approved and endorsed the request for annexation as demonstrated by the Approval Form attached to the Petition; and

WHEREAS, the Board of Commissioners held a duly noticed public hearing on the merits of the Petition for Annexation, considered the comprehensive plan for the area, and made a determination to approve the Petition.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the property located at 22514 Carpenterville Road, Brookings, Oregon, bearing a legal description as follows:

That certain tract of land lying in the Northeast Quarter (NE ¼) of Section Ten (10), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at a point on the East boundary of said Section Ten (10), North 01° 39' East 871.3 feet from the Quarter Section Corner on the East side of said Section Ten (10);
Thence North 79° 39' West 88.24 feet;
Thence North 80° 28' West 80.6 feet to an iron pipe;
Thence North 30° 31' West 93.5 feet to an iron pipe;
Thence North 03° 53' East 100.2 feet to an iron pipe;
Thence North 53° 48' East 71.3 feet to an iron pipe;
Thence North 71° 35' East 166.82 feet, more or less, to the East boundary of said Section 10;
Thence South 01° 39' West along the East boundary of said Section Ten (10), 304.66 feet to the Point of Beginning.

(T39S R14W S10 TL100)

is now annexed to the Pistol River Rural Fire Protection District; with such approval becoming effective upon the date of this Order, subject to any requirements of the Oregon Department of Revenue.

DATED this 19th day of August, 2025. **BOARD OF CURRY COUNTY COMMISSIONERS**

Jay Trost, Chair

Approved as to Form:

Patrick Hollinger, Vice Chair

Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Lynn Coker, Commissioner

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

Landowner Petition for Annexation of a Single Parcel of Land in to a Special District	)))	**BOC ANNEXATION NO. _____**

1) I, the undersigned Petitioner, do hereby petition the Curry County Board of Commissioners to initiate proceedings for the annexation of a single parcel of land to the PISTOL RIVER FIRE DISTRICT DISTRICT, located entirely within Curry County, pursuant to ORS 198.857.

2) The Principal Act concerning the District is set forth at ORS Chapter 478.

3) Petitioner is the Landowner of the parcel of Land proposed for annexation to the district as indicated by their signature below.

4) A legal description and a map outlining the boundaries of the parcel of land proposed to be annexed to the district are attached to this petition.

5) The parcel of land proposed to be included in the district does not include any territory within a city.

6) The parcel of land proposed to be annexed to the district does not include any territory included within another district formed under the same principal act.

7) The parcel of land proposed for annexation will be served by the facilities and services of the district.

I, the Owner of the Parcel of Land, Address: 22514 Carpenterville Rd. Brookings OR proposed for annexation, request annexation as presented in this petition. In witness thereof, I have signed this petition on this _____ day of _____, 2024.

ROBERT A. HUNTER JR
Landowner Name(s)

ROBERT A. Hunter JR
Signature

22514 CARPENTERVILLE RD.
Address

Frances K. Spridon Hunter
Signature

541-254-3094 / 3197
Phone Number

7/21/2025
Date

APPROVAL FOR ANNEXATION TO SPECIAL DISTRICT
ENDORSEMENT OF THE PISTOL RIVER FIRE DISTRICT
DISTRICT BOARD

Pursuant to the request presented by Petitioner(s) to the Board of Directors of the PISTOL RIVER FIRE DISTRICT DISTRICT, approved at a regular meeting the Board held on that 9TH day of JULY, 2025 NOV the property described in this Petition is hereby endorsed and approved for annexation to the PISTOL RIVER FIRE DISTRICT.

Name of District: PISTOL RIVER FIRE DISTRICT

By: Neil Walker

Title: Board Chair

Date: JULY 09, 2025

FOR USE ONLY WHEN PETITIONING FOR ANNEXATION INTO A FIRE PROTECTION DISTRICT

APPROVAL OF FOREST PROTECTIVE ASSOCIATION FOR ANNEXATION INTO PISTOL RIVER FIRE PROTECTION DISTRICT

Pursuant to ORS 478.150 the State Forestry Department has been consulted by Petitioners, Robert + Angela Hansen and concurs in the boundaries and lands to included within the Pistol River Fire Protection District. All lands lying within the Rural Fire Protection District would remain under Forest Patrol Assessment.

By: Darwin Boggs

Title: Unit Forester

Date: 07-02-2025

WARRANTY DEED - STATUTORY FORM

Margaret H. McHugh and John B Hawkins, as tenants by the entirety, Grantor, convey(s) and warrants to **Robert Hunter and Frances Hunter, as tenants by the entirety,** Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in **CURRY** County, Oregon, to wit:

As shown on Exhibit "A" attached hereto and by reference made a part hereof

The said property is free from encumbrances except: **covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey**

The true consideration for this conveyance is **$340,000.00.** (Here comply with the requirements of ORS 93.030)

Dated this 7th day of **DECEMBER, 2016.**

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

X _____ Margaret M. McHugh

X _____ John B Hawkins

STATE OF **OREGON**)
) ss.
County of **DESCHUTES**)

This instrument was acknowledged before me on this 7 day of **DECEMBER, 2016,** by **Margaret H. McHugh and John B Hawkins.**

_____
Notary Public for **Oregon**
My commission expires: 7/8/18

OFFICIAL STAMP
JILL MARIE MERCER
NOTARY PUBLIC-OREGON
COMMISSION NO. 930247
MY COMMISSION EXPIRES JULY 08, 2018

WARRANTY DEED

Margaret H. McHugh and John B. Hawkins
TO
Robert Hunter and Frances Hunter

After Recording Return to:
Curry County Title, Inc.
PO Box 1363/937 Chetco Ave., Bldg C
Brookings, OR 97415

Send Tax Statements To:
Robert Hunter
Frances Hunter
22514 Carpenterville Road
Brookings, OR 97415

THIS SPACE RESERVED FOR RECORDER

CURRY COUNTY, OREGON **2016-04812**
LAND
Cnt=1 Pgs=2 RECC **12/09/2016 03:01 PM**
$62.00

00060290201600048120020026

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

Renee' Kolen - Curry County Clerk

RETURN TO: CURRY CO. TITLE
P.O. BOX 672
GOLD BEACH, OR 97444
23585-B

EXHIBIT "A"

LEGAL DESCRIPTION

That certain tract of land lying in the Northeast Quarter (NE1/4) of Section Ten (10), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian,, Curry County, Oregon, described as follows:

Beginning at a point on the East boundary of said Section Ten (10), North 01° 39' East 871.3 feet from the Quarter Section Corner on the East side of said Section Ten (10);

Thence North 79° 39' West 88.24 feet;
Thence North 80° 28' West 80.6 feet to an iron pipe;
Thence North 30° 31' West 93.5 feet to an iron pipe;
Thence North 03° 53' East 100.2 feet to an iron pipe;
Thence North 53° 48' East 71.3 feet to an iron pipe;
Thence North 71° 35' East 166.82 feet, more or less, to the East boundary of said Section 10;
Thence South 01° 39' West along the East boundary of said Section Ten (10), 304.66 feet to the Point of Beginning.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

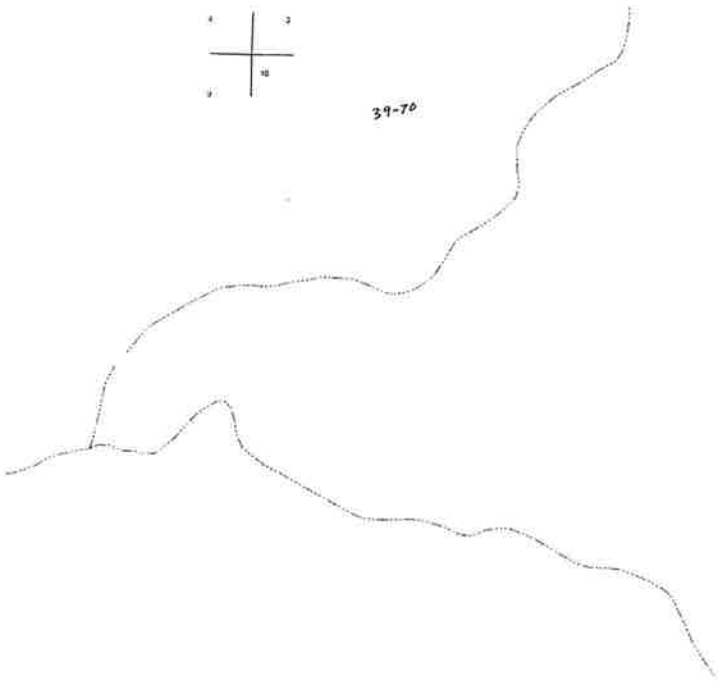
0 200 400 800 Feet

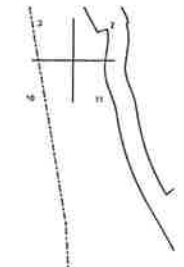
SECTION 10 T.39S. R.14W. W.M.

CURRY COUNTY

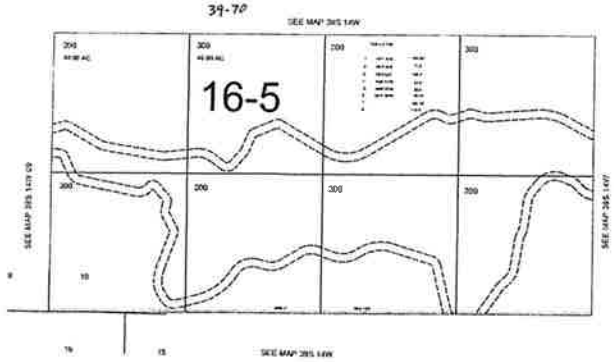
1" = 400'

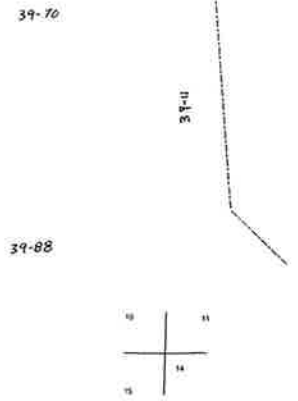
39S 14W 10





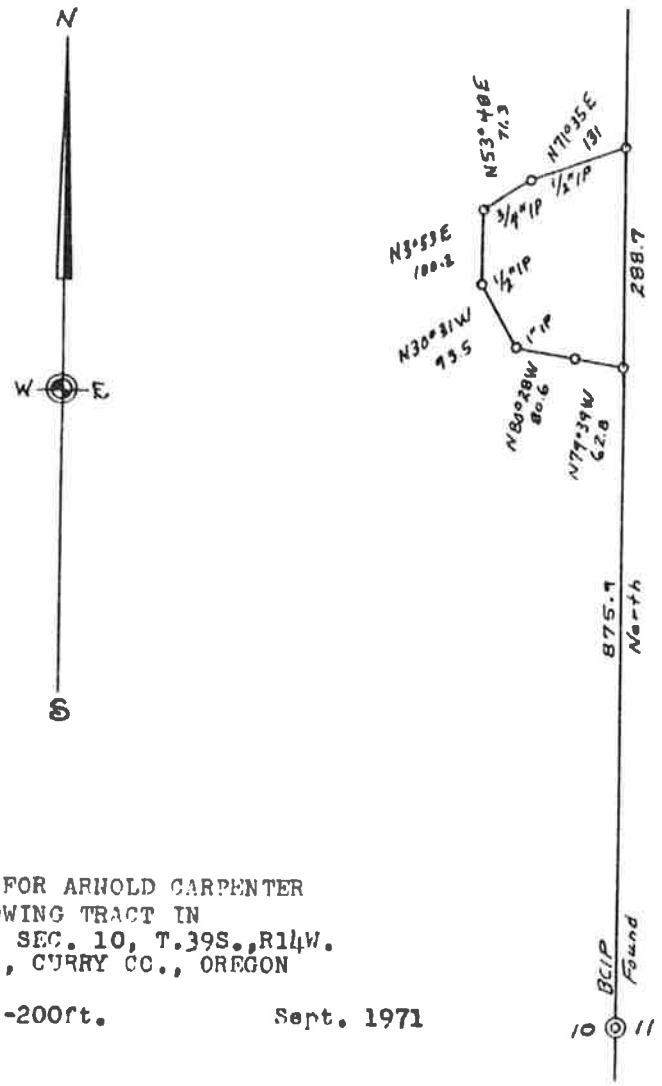






Revised RAA
10/14/2004

39S 14W 10



MAP FOR ARNOLD CARPENTER
SHOWING TRACT IN
NE¼, SEC. 10, T.39S.,R14W.
W.M., CURRY CO., OREGON

Scale 1 in.-200ft. Sept. 1971

REGISTERED
OREGON
LAND SURVEYOR
MAY 10 19 7
R. J NEWHOUSE
402

RECEIVED
Sept 20, 1971
CURRY COUNTY SURVEYOR

39-52A

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

In the Matter of an Order Annexing Property into the Pistol River Rural Fire Protection District	**)** **)** **)** **)**	**ORDER NO. _____** **BOC ANNEXATION NO. 25-10**

WHEREAS, the Board of Commissioners received a Petition requesting the Annexation of a parcel of land (22509 Carpenterville Road) into the Pistol River Rural Fire Protection District on July 9, 2025, and such Petition was found to meet the criteria set forth by ORS 198.857; and

WHEREAS, pursuant to ORS 198.857(2), the Pistol River Rural Fire Protection District has approved and endorsed the request for annexation as demonstrated by the Approval Form attached to the Petition; and

WHEREAS, the Board of Commissioners held a duly noticed public hearing on the merits of the Petition for Annexation, considered the comprehensive plan for the area, and made a determination to approve the Petition.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the property located at 22509 Carpenterville Road, Brookings, Oregon, bearing a legal description as follows:

That certain tract of land lying in the Northwest Quarter (NW ¼) of the Northwest Quarter (1/4) of Section Eleven (11), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at a point in the centerline of the Old Oregon Coast Highway 891.8 feet South and 519.6 feet East of the Northwest Corner of said Section 11;
Thence following the centerline of said highway North 28° 20' West 216.5 feet; thence leaving said highway centerline and following the old county road, North 53° 02' East 243.3 feet;
Thence leaving said county road, East 680 feet, more or less, to the East boundary of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11;
Thence following the East boundary of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11 South, 336.9 feet;
Thence West 760 feet, more or less, to the Point of Beginning.

EXCEPT that portion lying within the tract conveyed by BR: 109 Pages 633-634 recorded January 31, 1985 described as follows:

That certain tract of land ling in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Eleven (11), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at a point on the East boundary of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11, 892 feet South of the Northeast Corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11;
Thence continuing along said East Boundary Southerly 448 feet more or less to the Southeast Corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11;
Thence along the South boundary of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11, Westerly 629 feet more or less to the centerline of the Old Oregon Coast Highway;
Thence along the centerline of said highway, North 1° 9' West 66.29 feet, more or less;
Thence North 18° 8' West 401.8 feet;
Thence North 28° 20' West 216.5 feet;
Thence leaving said centerline, North 53° 2' East 243.3 feet;
Thence East 42.87 feet to a 5/8" iron bar;
Thence approximately South 61° 42' East 710 feet more or less to the True Point of Beginning.

ALSO that certain tract of land lying in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Eleven (11), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at the intersection of the centerline of the County Road and the North boundary of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11, East 760.2 feet, more or less, from the Northwest Corner of said Section 11;
Thence South 22° 22' East 112.0 feet;
Thence South 19° 32' West 198.9 feet;
Thence South 11° 30' West 144.8 feet;
Thence South 38° 14' West 155.4 feet;
Thence East 680 feet, more or less, to the East boundary of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11;
Thence North 555 feet, more or less, to the Northeast corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11;
Thence West 553 feet, more or less, to the point of beginning.

EXCEPT any portion of the above described tract lying within the right of way of the County Road.

(T39S R14W S11BB TL100)

is now annexed to the Pistol River Rural Fire Protection District; with such approval becoming effective upon the date of this Order, subject to any requirements of the Oregon Department of Revenue.

DATED this 19th day of August, 2025. **BOARD OF CURRY COUNTY COMMISSIONERS**

Jay Trost, Chair

Approved as to Form:

Patrick Hollinger, Vice Chair

Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Lynn Coker, Commissioner

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

Landowner Petition for Annexation of a Single Parcel of Land in to a Special District) **BOC ANNEXATION NO.** _____

1) I, the undersigned Petitioner, do hereby petition the Curry County Board of Commissioners to initiate proceedings for the annexation of a single parcel of land to the PISTOL RIVER FIRE DISTRICT DISTRICT, located entirely within Curry County, pursuant to ORS 198.857.

2) The Principal Act concerning the District is set forth at ORS Chapter 478.

3) Petitioner is the Landowner of the parcel of Land proposed for annexation to the district as indicated by their signature below.

4) A legal description and a map outlining the boundaries of the parcel of land proposed to be annexed to the district are attached to this petition.

5) The parcel of land proposed to be included in the district does not include any territory within a city.

6) The parcel of land proposed to be annexed to the district does not include any territory included within another district formed under the same principal act.

7) The parcel of land proposed for annexation will be served by the facilities and services of the district.

I, the Owner of the Parcel of Land, Address: 22509 Carpenterville Rd. Brookings OR 97415 proposed for annexation, request annexation as presented in this petition. In witness thereof, I have signed this petition on this 02 day of June, 2024.

Laurence A Prosser
Landowner Name(s)

Signature

22509 Carpenterville Rd.
Brook
Address

541 373 0627
Phone Number

Signature

7/10/25
Date

APPROVAL FOR ANNEXATION TO SPECIAL DISTRICT
ENDORSEMENT OF THE Pistol River Fire District
DISTRICT BOARD

Pursuant to the request presented by Petitioner(s) to the Board of Directors of the Pistol River Fire District DISTRICT, approved at a regular meeting the Board held on that 9th day of July, 2025, the property described in this Petition is hereby endorsed and approved for annexation to the Pistol River Fire DISTRICT.

Name of District: Pistol River Fire District

By: Neil Walton

Title: Board Chair

Date: July 09, 2025

FOR USE ONLY WHEN PETITIONING FOR ANNEXATION INTO A FIRE PROTECTION DISTRICT

APPROVAL OF FOREST PROTECTIVE ASSOCIATION FOR ANNEXATION INTO _____ FIRE PROTECTION DISTRICT

Pursuant to ORS 478.150 the State Forestry Department has been consulted by Petitioners, Laurence A Prosser and concurs in the boundaries and lands to included within the Pistol River Fire Protection District. All lands lying within the Rural Fire Protection District would remain under Forest Patrol Assessment.

By: Derwin Boggs

Title: Unit Forester

Date: 07-01-2025

After recording return to:
Laurence A. Prosser
22509 Carpenterville Rd
Brookings, Oregon 97415

Until requested otherwise, send all tax statements to:
Laurence A. Prosser
22509 Carpenterville Rd
Brookings, Oregon 97415

Order No.: 5514000372
APN No.: R15340

CURRY COUNTY, OREGON 2016-01869
LAND 05/23/2016 03:12 PM
Cnt=1 Pgs=4 RECC $72.00

00056470201600018690040043

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

Renee' Kolen - Curry County Clerk

SPACE ABOVE RESERVED FOR RECORDER'S USE

BARGAIN AND SALE DEED

Laurence A. Prosser, who acquired title as Lawrence A. Prosser Grantor, conveys to Laurence A. Prosser, Grantee, the following described real property in the County of Curry, State of Oregon, described as follows:

Please see the attached Exhibit "A"

The true and actual consideration paid for this transfer, stated in terms of dollars is $ 0.00, the purpose of this is to clarify the spelling of the Grantor/Grantee's name. **(Here, comply with the requirements or ORS 93.030.)**

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

RETURN TO: CURRY CO. TITLE
P.O. BOX 672
GOLD BEACH, OR 97444

8681-T

Dated this 17 day of May, 2016.

Laurence A. Prosser

STATE OF OREGON
County of Curry

This Instrument was acknowledged before me on this 17th day of May, 2016 by Laurence A. Prosser.

Notary Public for Oregon
My Commission Expires:
06-07-19

OFFICIAL STAMP
MILTON OWEN REILLEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 939693
MY COMMISSION EXPIRES JUNE 07, 2019

Exhibit A

That certain tract of land lying in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Eleven (11), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at a point in the centerline of the Old Oregon Coast Highway 891.8 feet South and 519.6 feet East of the Northwest Corner of said Section 11;
thence following the centerline of said highway North 28° 20' West 216.5 feet;
thence leaving said highway centerline and following the old county road, North 53° 02' East 243.3 feet;
thence leaving said county road, East 680 feet, more or less, to the East boundary of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said section 11;
thence following the East boundary of said Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 11 South, 336.9 feet;
thence West 760 feet, more or less, to the point of beginning.

EXCEPT that portion lying within the tract conveyed by BR: 109 Pages: 633-634 recorded January 31, 1985 described as follows:

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thence continuing along said East boundary Southerly 448 feet more or less to the Southeast Corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 11;
thence along the South boundary of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 11, Westerly 629 feet more or less to the centerline of the Old Oregon Coast Highway;
thence along the centerline of said highway, North 1° 9' West 66.29 feet, more or less;
thence North 18° 8' West 401.8 feet;
thence North 28° 20' West 216.5 feet;
thence leaving said centerline, North 53° 2' East 243.3 feet;
thence East 42.87 feet to a 5/8" iron bar;
thence approximately South 61° 42' East 710 feet more or less to the True Point of Beginning.

ALSO that certain tract of land lying in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Eleven (11), Township Thirty-nine (39) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, described as follows:

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thence South 22° 22' East 112.0 feet;
thence South 19° 32' West 198.9 feet;
thence South 11° 30' West 144.8 feet;
thence South 38° 14' West 155.4 feet;
thence East 680 feet, more or less, to the East boundary of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 11;
thence North 555 feet, more or less, to the Northeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 11;
thence West 553 feet, more or less, to the point of beginning.

EXCEPT any portion of the above described tract lying within the right of way of the County Road.

SURVEY NARRATIVE:

The purpose of this survey was to establish visible brush and flag lines between tracts 1 and 2 and tracts 2 and 3. We were also requested to show the north line of section 11 from where it intersects the road shown on the map to the West 1/16 corner common to sections 2 and 11. Said 1/16 corner was set by Jack Feeney in 1963 and recorded in C. S. # 39-14. We were not requested to set property corner monuments, although we did set iron rods randomly along the property lines as shown hereon.

The basis of bearing was the north half of the west line of section 11 as surveyed by H. J. Newhouse in September 1971, and recorded in C. S. # 39-52.

Both the NW corner of section 11 and the west 1/4 section corner were set as 1" iron pipes by Richard Templin in 1954, then remonumented with brass-capped iron pipes by H. J. Newhouse in 1962.

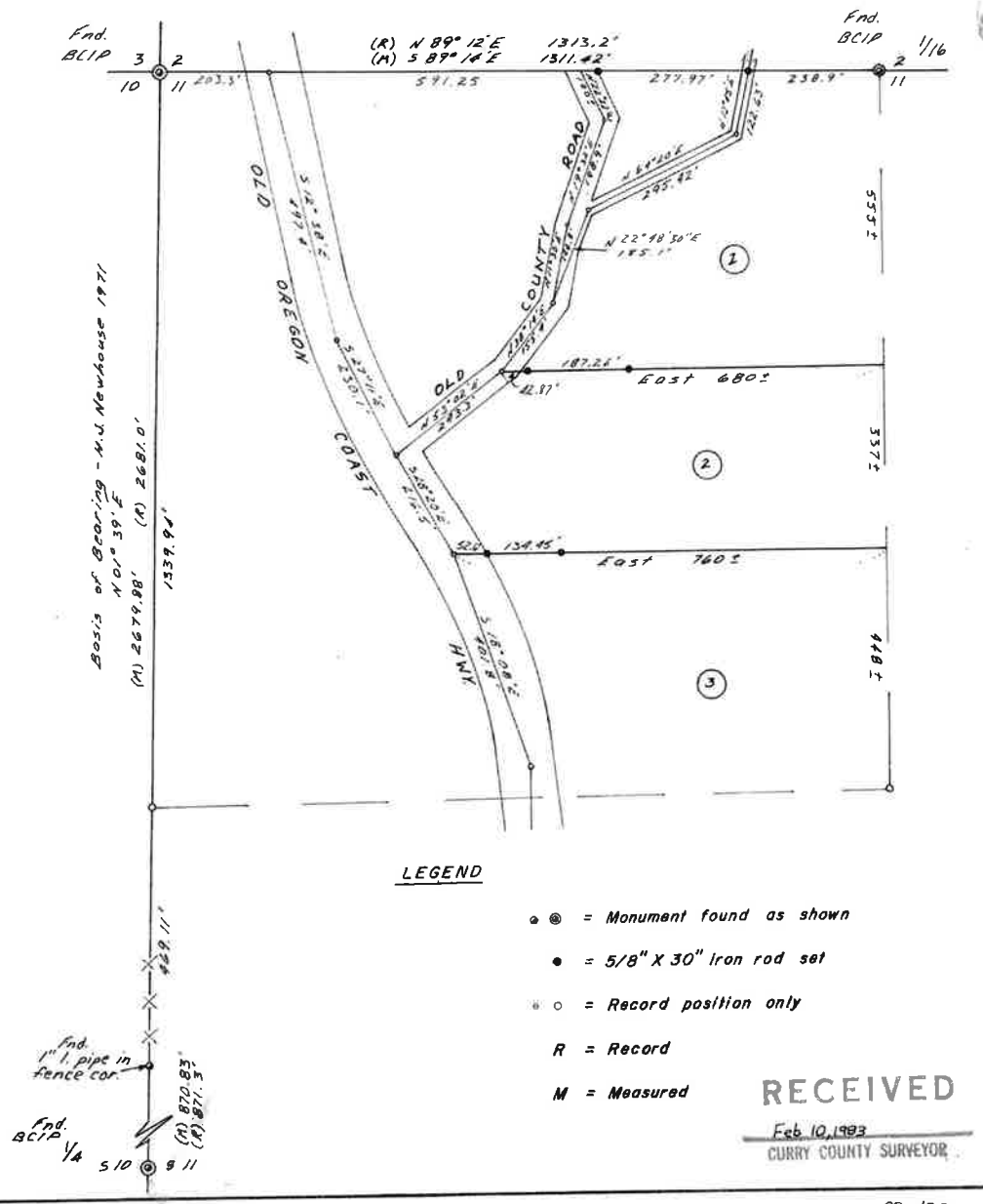
1" = 200' JAN 1983

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
MAY 10, 1957
H. J. NEWHOUSE
402

RECORD OF SURVEY FOR DICK FISK

Located In NW 1/4, Section 11
T. 39 S., R. 14 W., W. M.
Curry County, Oregon

H. J. Newhouse
P. O. Box 176
Wedderburn, Oregon
97491



LEGEND

- ◉ = Monument found as shown
- ● = 5/8" X 30" iron rod set
- ○ = Record position only
- R = Record
- M = Measured

RECEIVED
Feb 10, 1983
CURRY COUNTY SURVEYOR

39-100

104

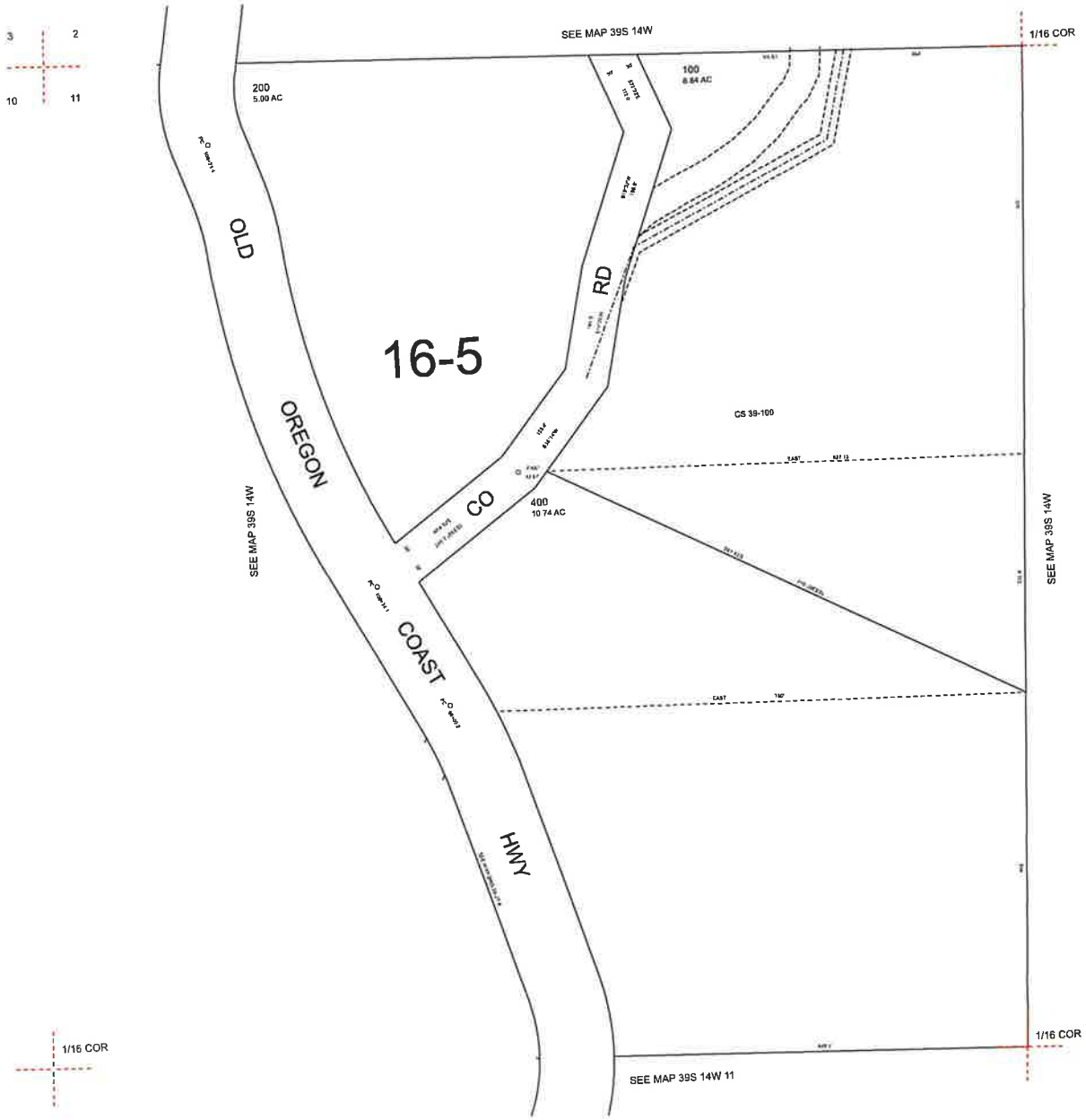
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

0 50 100 200 Feet

N.W.1/4 N.W.1/4 SEC.11 T.39S. R.14W. W.M.
CURRY COUNTY
1" = 100'

39S14W11BB

Cancelled
300



105

Revised: RAA
10/14/2004

39S14W11BB

Pistol River
Fire District

24686 Pistol River Loop
Pistol River, OR 97444

Board of Directors Meeting
6-11-25
Pistol River Fire Hall

Meeting called to order by: Gary **At:** 6:44p.m. **Note Taker:** Rachel
Attendees: Rachel, Maarty, Gary, Todd, JD,
Visitors:
Agenda Changes:

Reading of the meeting minutes. Maarty moved to approve minutes as read. Todd seconded. Motion passed unanimously.

Treasurer's Report :

	June 2025
Checking	$3380.12
Money Market	$57,635.25
C.C. Taxes/interest/credit	$344.13

Accounts Payable for June 2025: $3384.35
Maarty moved to accept treasures report and approve accounts payable in the amount of $3384.35. JD seconded. Motion passed unanimously.

Fire Chief Report: Richard Little via Maarty
(3) call this month. (2) structure fires out of district (on standby), (1) medical
- Road access to beach by Meyers creek is available for patrol in the humvee.

Old Business
- Curry Health Foundation Grant- applied for Sox-co2 monitor

New Business
- 2025-2026 budget and tax resolution- Maarty moved to adopt budget as approved by the budget committee as per resolution 2025-01 and the tax rate of $.9873. Todd seconded. Motion passed unanimously.
- Workers comp ID number. Maarty will fill out and send in.

Meeting adjourned at: 7:13P.M.
Next Meeting: Board of Director's Meeting on July 9th, 2025 at 6:30P.M.
Board of Directors: Neil Walker-Chairman, Gary Sorensen-Vice Chairman, Todd Wilson, Maarten VanOtterloo-Secretary/Treasurer, J.D. Dunn, Richard Little -Fire Chief, Rachel Roberts-Clerk