



**CURRY COUNTY
BOARD OF COMMISSIONERS**

94235 Moore Street
Gold Beach, Oregon

(541) 247-3296

BOC_Office@co.curry.or.us

www.co.curry.or.us

**AGENDA
BOC BUSINESS MEETING**

February 7, 2024

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. STATE OF THE COUNTY

4. GENERAL 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@co.curry.or.us. Public comments are limited to three (3) minutes per speaker. If a public comment is regarding a specific agenda item, the speaker will be called upon the arrival of that agenda item.

5. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on January 18, 2024 (Pg. 1)
- B. Approve IT Specialist Job Description (Pg. 4)
- C. Transfer Employee – T. Ringulet (Pg. 9)
- D. Hire Finance Director – K. Wolf (Pg. 14)
- E. Title Change – Chief Information Officer (Pg. 19)
- F. Pay Increase – DA Office (Pg. 24)
- G. Hire Public Information Officer/Grant Manager – V. Early (Pg. 33)
- H. Hire Electronic Records Specialists – K. Hensley & K. Smith (Pg. 39)
- I. Approve Curry Transportation Agreement with ODOT - #35637 (Pg. 44)

6. DISCUSSION/ACTION ITEMS

- A. Discussion – Airport Road, Port Orford (Pg. 65)
 - i. January 17, 2023 Workshop Packet (Pg. 66)
 - ii. Proposal for Land Use (Pg. 109)

7. ELECTED OFFICIAL UPDATES

8. COMMISSIONER UPDATES

- A. Commissioner Herzog
- B. Commissioner Trost
- C. Commissioner Alcorn

9. EXECUTIVE SESSION

- A. 192.660(2)()

10. 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."

11. ADJOURN

*Meetings are recorded and will be available 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@co.curry.or.us.
Auxiliary aids will be provided upon request with 48-hour advance notification.*



CURRY COUNTY BOARD OF COMMISSIONERS

Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

BUSINESS MEETING MINUTES

January 18, 2024

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 6:00 p.m.; present were Chair Brad Alcorn, Vice Chair John Herzog, and Commissioner Jay Trost

Staff present: Director of County Operations and County Counsel Ted Fitzgerald, County Counsel Assistant Rabiah Lee, Juvenile Director Wendy Lang, Lieutenant Jeremy Krohn, and Administrative Assistant Natasha Tippetts

The Pledge was recited by all.

2. AMENDMENT AND APPROVAL OF THE AGENDA

County Counsel, Ted Fitzgerald added an Order amending the Master Payroll to item 4-G (Consent Calendar).

Trost motioned to approve the agenda as amended. Herzog seconded. Motion carried unanimously.

3. PUBLIC COMMENTS

- Debbie Salzman and Don Bemis – Update on Wreaths Across America.
- Dave Barnes – Provided updated number on opioid funds.

4. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on January 3, 2024
- B. Hire Janitorial Staff
- C. Re-Hire Employee – A. Krohn
- D. Re-Classify Employee – I. Swank
- E. Approve Administrative Assistant/Maintenance Job Description and Re-Classify Employee – B. Allen
- F. Approve School Outreach Officer (Juvenile) Job Description
- G. Approve Amended Master Payroll

Trost motioned to approve the Consent Agenda as amended. Herzog seconded. Motion carried unanimously.

5. DISCUSSION/ACTION ITEMS

A. Jail Inspection Discussion – Lt. Krohn presented.

Trost motioned to approve the allocation of opioid settlement funding to the Sheriff's Department and Juvenile Department. Herzog seconded. Motion carried unanimously.

E. Purchase using Opioid Money – Sheriffs – Lt. Krohn presented.

Trost motioned to approve the purchases using opioid settlement funding for the Curry County Sheriff's Office totaling \$190,101.00. Herzog seconded. Motion carried unanimously.

B. Opioid Settlement Plan – Juvenile – Juvenile Director Wendy Lang presented.

Trost motioned to approve the Opioid Settlement Plan for the Juvenile Department as recommended by LPSCC. Herzog seconded. Motion carried unanimously.

C. Juvenile Sale of Vehicle to Building Department and Purchase of New Vehicle – Juvenile Director Wendy Lang presented.

Trost motioned to approve the interdepartmental transfer of the 2023 Dodge 1500 to the Building Department for \$35,000.00 and approve the purchase of a 2024 Dodge Durango for \$41,362.00 for the Juvenile Department. Herzog seconded. Motion carried unanimously.

D. Update on Juvenile Support Dog – Juvenile Director Wendy Lang presented.

F. Fair Board Appointments

Public Comment:

Linda Marshall – Introduce herself as one of the Fair Board Applicants.

Trost motioned to appoint Ida Swank to Position #1 of the Fair Board with a term to expire December 31, 2026. Herzog seconded. Motion carried unanimously.

Trost motioned to appoint Ezekiel Harms Position #6 of the Fair Board with a term to expire December 31, 2025. Herzog seconded. Motion carried unanimously.

Herzog motioned to appoint Samantha Roberts to Position #4 of the Fair Board with a term to expire December 31, 2024. Trost seconded. Motion carried unanimously.

G. IT Contract with Gold Beach Police Department – Ted Fitzgerald presented.

Trost motioned to approve the proposed Agreement for IT Services for the Police Department between the County and City of Gold Beach, with signature authority for this Agreement assigned to Philip Dickson, IT Director subject to Counsel review. Herzog seconded. Motion carried unanimously.

H. MOU with CCEC – Grant for Battery and Microgrid Project Scoping – Ted Fitzgerald presented.

Herzog recused himself from any further discussion on this Agenda Item being that he is on the CCEC Board.

Trost motioned to approve the proposed MOU subject to Legal Counsel review and approval. Alcorn seconded. Motion carried unanimously.

I. Democratic Rules of Order – Commissioner Trost presented.

Alcorn motioned to adopt the Rules of Order. Herzog seconded. Motion carried unanimously.

6. ELECTED OFFICIAL UPDATES

Treasurer Barnes – Congratulated new Fair Board Members.

7. COMMISSIONER UPDATES

Alcorn – Will be doing a State of the County presentation at next meeting. Also commented on attendance and productivity at LPSCC meetings.

Herzog – None.

Trost – Provided brief update on Nelson Survey for levy for Sheriff's Department.

8. OTHER *(ORS 192.640(1) "... 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.")*

10. ADJOURN

Chair Alcorn adjourned the meeting at 7:15 p.m.

Dated this 7th day of February, 2024

Brad Alcorn, Chair

John Herzog, Vice Chair

Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
February 7, 2024		Adopt Position Description for New Position – IT Specialist I	
Time Needed:			
.....			
Financial Impact:		Description and Background:	
.....		The IT Department has created this job description as an entry level position for the department. It is the recommendation of IT Director Phil Dickson that this position be adopted.	
Category:			
<input type="checkbox"/> Action/Discussion			
<input checked="" type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Adopt the position description for the IT Specialist I.			
Attachments:		Instructions Once Approved:	
1. Job Description .....		..... ..... ..... ..... .....
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Natasha Tippetts – HR Specialist		1/30/2024	

**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) ORDER NO. _____
(IT Specialist I))

WHEREAS, it is the recommendation of Michael E. Fitzgerald, Director of County Operations, that the attached position description be adopted for the following new position:

IT Specialist I	E
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 7th day of February, 2024. **BOARD OF CURRY COUNTY COMMISSIONERS**

Brad Alcorn, Chair

Approved as to Form:

John Herzog, Vice Chair

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

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Information Technology Specialist I

EXEMPT: Yes

SALARY LEVEL: E

SUPERVISOR: IT Director

PREPARED BY: Director of County Operations

January 2024

POSITION SUMMARY:

The primary role of the Information Technology Specialist I is to assist with analysis, design, implementation, and system management duties for complex computer and network configurations; assist with acquisition and customization of electronic equipment and software as necessary to implement systems and support use of information technology; assist with ongoing support of existing systems; and perform related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Provides customer service.

Assists with research, recommendations, and acquisition of technology products and services.

Assists with planning, installing, and upgrading of technology products and services following standard procedures.

Performs administration of technology products and services including establishment of proper access control functions.

Performs diagnosis and resolution of technology products and services problems.

Performs necessary support activities outside scheduled work hours as needed to minimize computer, system, and network outages during critical periods.

Shares on-call duties with other staff members and responds in a timely manner 24 hours per day when problems arise.

Prepares technical documentation.

Maintains and improves technical knowledge and customer support skills.

Shares knowledge and information with management and co-workers via written and verbal reports, presentations, training, and informal communication.

KNOWLEDGE, SKILLS AND ABILITIES:

Information systems terminology, operations, and procedures.

Computer components and capabilities.

Interrelationships between computer systems hardware and software.

Commonly used applications software (e.g., word processing, spread sheets, data bases, and graphics).

Data communications hardware, software and equipment components (e.g., Switches, Routers, etc.).

Data storage concepts and management.

Testing and troubleshooting techniques and procedures including diagnostics.

Technical documentation and its preparation.

Change control and quality assurance processes.

Principles of project management.

SUPERVISION RECEIVED:

This position works under the supervision of the IT Director, who reviews actions for accuracy and conformance to established procedures.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not the responsibility of an employee in this class.

QUALIFICATION REQUIREMENTS:

Valid Oregon State driver's license or the ability to obtain reliable transportation to various sites within Curry County.

Must be able to pass a criminal background check and be able to obtain CJIS clearance.

EDUCATION AND/OR EXPERIENCE:

A candidate for this position should have a High School Diploma, a GED, or equivalent, an Associates degree in computer science or related field, and three years of progressively responsible experience in providing IT Services, or any combination of education and experience that would provide the applicant with the required knowledge, skills, and ability to perform the job.

PHYSICAL DEMANDS:

The physical demands of this position are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position involves prolonged periods sitting at a desk and working on a computer. Ability to lift and move printers, computers and monitors (approximately 50 lbs). Position requires driving to other locations from time to time.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
February 7, 2024		Transfer Employee – T. Ringulet	
Time Needed:			
.....			
Financial Impact:		Description and Background:	
.....		The IT Department is in need of assistance. Tad Ringulet has experience and qualifications to join the IT Department. It is the recommendation from Director of County Operations Ted Fitzgerald that Tad be transferred from the Road Department as IT Specialist I in the IT Department.	
Category:			
<input type="checkbox"/>	Action/Discussion		
<input checked="" type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation	.....
Requested Motion:			
Re-Classify Tad Ringulet as IT Specialist I retroactive from January 24 th , 2024			
.....			
Attachments:		Instructions Once Approved:	
1. Order .....		..... ..... ..... ..... .....
2. Job Description			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Natasha Tippetts – HR Specialist		1/30/2024	

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Information Technology Specialist I

EXEMPT:	Yes	
SALARY LEVEL:	E	
SUPERVISOR:	IT Director	
PREPARED BY:	Director of County Operations	January 2024

POSITION SUMMARY:

The primary role of the Information Technology Specialist I is to assist with analysis, design, implementation, and system management duties for complex computer and network configurations; assist with acquisition and customization of electronic equipment and software as necessary to implement systems and support use of information technology; assist with ongoing support of existing systems; and perform related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Provides customer service.

Assists with research, recommendations, and acquisition of technology products and services.

Assists with planning, installing, and upgrading of technology products and services following standard procedures.

Performs administration of technology products and services including establishment of proper access control functions.

Performs diagnosis and resolution of technology products and services problems.

Performs necessary support activities outside scheduled work hours as needed to minimize computer, system, and network outages during critical periods.

Shares on-call duties with other staff members and responds in a timely manner 24 hours per day when problems arise.

Prepares technical documentation.

Maintains and improves technical knowledge and customer support skills.

Shares knowledge and information with management and co-workers via written and verbal reports, presentations, training, and informal communication.

KNOWLEDGE, SKILLS AND ABILITIES:

Information systems terminology, operations, and procedures.

Computer components and capabilities.

Interrelationships between computer systems hardware and software.

Commonly used applications software (e.g., word processing, spread sheets, data bases, and graphics).

Data communications hardware, software and equipment components (e.g., Switches, Routers, etc.).

Data storage concepts and management.

Testing and troubleshooting techniques and procedures including diagnostics.

Technical documentation and its preparation.

Change control and quality assurance processes.

Principles of project management.

SUPERVISION RECEIVED:

This position works under the supervision of the IT Director, who reviews actions for accuracy and conformance to established procedures.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not the responsibility of an employee in this class.

QUALIFICATION REQUIREMENTS:

Valid Oregon State driver's license or the ability to obtain reliable transportation to various sites within Curry County.

Must be able to pass a criminal background check and be able to obtain CJIS clearance.

EDUCATION AND/OR EXPERIENCE:

A candidate for this position should have a High School Diploma, a GED, or equivalent, an Associates degree in computer science or related field, and three years of progressively responsible experience in providing IT Services, or any combination of education and experience that would provide the applicant with the required knowledge, skills, and ability to perform the job.

PHYSICAL DEMANDS:

The physical demands of this position are typical of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position involves prolonged periods sitting at a desk and working on a computer. Ability to lift and move printers, computers and monitors (approximately 50 lbs). Position requires driving to other locations from time to time.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
February 7, 2024		Hire Order – Finance Director	
Time Needed:			
.....			
Financial Impact:		Description and Background:	
.....		This Order will hire Keina Wolf as Finance Director effective February 20,	
Category:		2024.....	
<input type="checkbox"/> Action/Discussion		.....
<input checked="" type="checkbox"/> Consent		.....
<input type="checkbox"/> Executive Session		.....
<input type="checkbox"/> Hire Order		.....
<input type="checkbox"/> Presentation		.....
Requested Motion:			
Approve the hire of Keina Wolf as Finance Director			
.....			
Attachments:		Instructions Once Approved:	
1. Order .....		.....
2. Job Description .....		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:		Date Submitted:	
Natasha Tippetts – HR Specialist		1/30/2024	

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

**In the Matter of an Order Approving a)
Hire) ORDER NO. _____
(K. Wolf – Finance Director))**

WHEREAS, it is the recommendation of Ted 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
Keina Wolf	Finance Director	CC/5	\$10,448/Month	FT

The job description is attached hereto for reference.

WHEREAS, upon hire, Mrs. Wolf will be credited with 200 hours of sick time and 80 hours of vacation time; and

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 as of February 20, 2024.

DATED this 7th day of February, 2024

BOARD OF CURRY COUNTY COMMISSIONERS

Brad Alcorn, Chair

John Herzog, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

CURRY COUNTY JOB DESCRIPTION

JOB TITLE: Finance Director

EXEMPT: Yes

SALARY LEVEL: TBD

SUPERVISOR: Director of County Operations

PREPARED BY: Payroll and HR Coordinator

June 2023

GENERAL POSITION SUMMARY:

Responsible for the fiscal operations of the County. Acts as the department head for the Finance Department and serves as the County Accountant.

Individuals in this position serve at the pleasure of the Curry County Board of Commissioners.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Budgetary:

1. Compiles preliminary annual County budget documentation from departmental requests and acts as the County Budget Officer at all budget workshops, meetings, and hearings.
2. Prepares an estimate of projected revenues and expenditures; computes the needed tax levy for publication in the newspaper of record prior to the Budget Hearing in which the annual budget is adopted.
3. Meets with the department heads and commissioners as requested to assist in formulation of budget documentation. Sets the budget workshops, committee meetings and hearing schedules with the liaison commissioner for BOC approval. Prepares and publishes all required legal notices for Budget Committee Meetings and the Budget Hearing for the Board of Commissioners.
4. Prepares the final budget and resolution for formal adoption of the annual budget reflecting all final changes that may have been made at the Budget Hearing. Monitors department budgets by maintaining a system of control to ensure that expenditures are compared to appropriations (budgets).

Accounting:

5. Directs the operation of the central accounting system for the County and its agencies in a manner consistent with established accounting principles and practices (GASB, ORS,

etc.). Reviews reports prior to distribution for accuracy and reasonability.

6. Prepares financial, cost and statistical data and reports for management purposes and to meet statutory requirements. Develop/create new approaches to monitor the County's operations.
7. Oversees all payroll bookkeeping that affects the County general ledger. Directs the auditing and approval of documentation of all claims for payment. Develops/approves recommendations for improvement and oversees the implementation of those revisions to the accounting system. Reconciles all subsidiary ledgers for County departments to County General Ledger.
8. Maintains reporting and depreciation for fixed assets to include recordation of all acquisitions and dispositions as well as periodic physical inventory. Maintains grant and contract accounting for year-end audit reports. Monitors all grants for financial commitments.
9. Reviews usage of departmental checking accounts to insure compliance with policies established for their use by the Finance Department and the Board of County Commissioners.
10. Prepares annual financial statements and needed documentation for the audit. Coordinates information required for annual independent audit and provides support as needed. Provides financial counsel to the County staff on all aspects of County finance.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

Supervises all positions in the Finance Department. Reviews the performance of each staff member on an annual basis. Monitors the development of each staffer according to the development plan agreed to during the annual review.

Work is performed under the direction of a liaison commissioner, who outlines general departmental goals and policies and review work for effectiveness through periodic meetings and analysis of reports. This position provides accounting support to all departments.

QUALIFICATION REQUIREMENTS:

Knowledge of. . .

- The principles and practices of governmental accounting and budgeting and their application in a County government setting
- Application of data processing in governmental finance and accounting
- The application and use of an automated data processing/ accounting software package

- in a complex government setting
- The application and use of computer applications such as Excel and Microsoft Word.
- Local Budget Law, Oregon Revised Statutes, and federal regulations pertaining to accounting, budget preparation and maintenance, audit requirements and documentation preparation

Ability to . . .

- Efficiently plan, organize and direct work schedules to meet mandatory deadlines on a daily, weekly, monthly and annual basis
- Interpret and implement new regulations pertaining to accounting and budgeting
- Communicate effectively both verbally and in writing to include the composition of clear and concise reports and presentation of same.
- Operate 10-key adding machine by touch with speed and accuracy; personal computer and other business machines as needed for the job
- Maintain effective working relationships with other employees and County Departments, officials, and community leaders
- Plan, implement, monitor, and modify standardized and specialized accounting methods, procedures, forms and records to meet the needs and requirements of the County.
- Be bonded.

EDUCATION AND/OR EXPERIENCE:

Bachelor's degree with major course work in accounting or finance; seven years of progressively responsible work in governmental budgeting and accounting (two in a supervisory position); or any satisfactory equivalent of experience and training. CPA preferred. Valid Oregon Driver License.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- Position requires reading reports for extended periods.
- Manual dexterity is required for the operation of office equipment including, but not limited to, 10-key adding machine and computer.
- Hearing is required sufficient to use a telephone and to communicate with others.
- Stress is a factor in this position.
- Ability to work long hours when required; often on weekends to complete assigned duties on schedule.
- Position generally works in an office environment with minimum to moderate noise levels. Occasional need to travel overnight for meetings or conferences.

Reasonable accommodation 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:	
2/7/24	Changing the Title of Director of Information Technology (IT Director) to Chief Information Officer	
Time Needed:		
N/A		
Financial Impact:	Description and Background:	
N/A	<p>The title of Chief Information Officer is more appropriate for this position.</p> <p>The name change proposed herein is nominal only, and no other amendments have been made to the duties or wage for this position.</p>	
Category:		
<input type="checkbox"/> Action/Discussion		
<input checked="" type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Approve the title change of Chief Information Officer.		
Attachments:	Instructions Once Approved:	
1. Order 2. Position Description 3. 4. 5.	File with Clerk, copy to IT Director, copy to Human Resources	
Contact Person – Name and Department:		Date Submitted:
Philip Dickson		1/25/24

CURRY COUNTY
JOB DESCRIPTION

JOB TITLE: Chief Information Officer

EXEMPT: Yes

SALARY LEVEL: IT - A

SUPERVISOR: Director of County Operations

PREPARED BY: Director of County Operations

August 2023

POSITION SUMMARY:

This position is the Department Head for Information Technology (“IT”) and is responsible for the performance and administration of County IT Services as well as planning, organizing and directing and overseeing the activities of the Department.

The qualified candidate will promote excellence, dependable performance, responsible employee services, pride, initiative, commitment, cooperation, safety and a team approach.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

May include, but are not limited to the following:

Plan, direct, manage, and supervise the activities and operations of the IT Department, including systems development and maintenance, office automation, wide area network, voice and data communications, and technical support. Manages the development and implementation of short and long-term IT service plans for the County. Coordinates appropriately with other departments, outside agencies, and vendors.

Performs analyses and makes recommendations regarding cost and benefit estimates, conceptual design, schedules of implementation, network, hardware and software requirements, internal procedures and standards for County IT infrastructure. Manages, directs, and organizes the development, acquisition, implementation and operation of new and revised computer systems, software, and network security infrastructure.

Negotiates with regional, state, and federal agencies, as well as data, hardware, software and computing service vendors for use by Curry County IT. Provides cost-effective, high-quality IT strategies and solutions that contribute to the success of the organization.

Recommends the appointment of personnel; provides and coordinates staff training; works with employees to enhance technical knowledge and skills.

Develops, implements, and administers the IT Department budget; forecasts the need for additional funds for staffing, equipment, materials, and supplies.

Develop and manage departmental disaster recovery planning in coordination with County Emergency Management.

SUPERVISORY RESPONSIBILITIES:

This position is the Department Head for the County Information Technology Department, and supervises subordinate employees accordingly.

QUALIFICATION REQUIREMENTS:

Knowledge of –

IT systems technology and application.

Principles and practices of supervision, training, personnel management and planning.

Principles and practices of local government budget preparation and administration.

Design, implementation and effectiveness review of all security details for all network-connected systems.

State and Federal standards and regulations for network security.

Computer hardware and software characteristics, performance, evaluation, and vendors.

Complete understanding of all network routing protocols and related technologies.

Ability to –

Ensure that County IT infrastructure closely follows current industry standards and practices.

Work under the direction of the Board of Commissioners.

Establish and maintain effective working relationships with employees, subcontractors, and vendors.

Communicate clearly and concisely, both orally and in writing.

Analyze problems, identify root causes, alternative solutions and their consequences; develop action plans and implementation strategies.

Organize, administer, and perform IT infrastructure support activities.

Supervise, train and evaluate personnel.

Skill in –

Managing an IT program.

Preparing system designs to satisfy County requirements.

Troubleshooting and problem solving.

EDUCATION AND EXPERIENCE:

Bachelor's degree or equivalent from an accredited college or university with a focus in management of IT systems or a related field.

A minimum of 10 years of experience in the management of an IT organization.

Experience with local government budgeting is desirable.

Any satisfactory equivalent combination of experience and training that demonstrates the required knowledge and abilities may be substituted for specific requirements.

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:	
February 7, 2024		Approving pay increase for two employees in District Attorney's office...	
Time Needed:		as approved in the 23-24 budget	
Financial Impact:		Description and Background:	
		The budget that was approved for the DA's office included a 10%...	
Category:		increase in pay for Deputy District Attorney Kevin Kelley and Office...	
<input type="checkbox"/>	Action/Discussion	Manager Stacy DeLonge. Human Resources calculated the increase and...	
<input checked="" type="checkbox"/>	Consent	compared with the current wage scale for the closest affiliation. This	
<input type="checkbox"/>	Executive Session	Order would approve those increases retroactively from July 8 th . 2023.	
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Approve 10% salary increase for Deputy District Attorney Kevin Kelley and Office Manager Stacy DeLonge as approved in adopted 23-24 Budget.			
Attachments:		Instructions Once Approved:	
1. Order			
2. Job description - Kelly			
3. Job Description - Delonge			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	
Natasha Tippetts – HR Specialist		1/30/2024	

**In the Matter of an Order Approving a Pay)
Increase as Approved in the 23-24 Budget) ORDER NO. _____
)**

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Deputy District Attorney III

EXEMPT: Yes

SALARY LEVEL: Z

SUPERVISOR: District Attorney

PREPARED BY: District Attorney

June 2023

GENERAL POSITION SUMMARY:

Represents the State of Oregon as a trial lawyer in the prosecution of a specialized caseload of misdemeanor, felony and Measure 11 offenses. Those offenses include, but are not limited to, complex property and financial crimes, drug crimes, sex crimes, domestic violence, child abuse, elder abuse, assault and homicide. This is the advanced level classification in the deputy district attorney series.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Charges and prosecutes misdemeanor and felony cases:

- Coordinates the prosecution of multi-jurisdictional felonies and misdemeanors
- Analyzes facts and legality of felony criminal investigations; determines whether investigations are complete and sufficient to present to the Grand Jury or preliminary hearing for charging decisions
- Prepares indictments and presents complex cases to the Grand Jury or at preliminary hearing
- Analyzes police reports and searches warrant affidavits – reviews legal issues and requests further investigations, if necessary
- Interviews, prepares, and subpoenas witnesses to testify
- Responsible for negotiating with the defense bar
- Researches and drafts legal opinions and memoranda in response to defense motions
- Initiates motions on behalf of the State of Oregon and litigates pretrial issues
- Conducts all aspects of trial, including jury selection, direct and cross examination of witnesses, opening and closing arguments and legal arguments to the court
- Litigates complex felony cases on behalf of the State of Oregon
- Uses knowledge of sentencing guidelines and case law, presents evidence of witnesses to support sentencing recommendation, and uses independent judgment to recommend appropriate sentences based on previous criminal convictions and other related factors
- Provides support and assistances to survivors and victims, with the assistance and coordination of victim advocates in the DA's office

- Keeps District Attorney informed of cases that are significant, high profile, or sensitive
 - Analyzes probation violation reports to determine whether to proceed with probation violation hearings
 - Provides basic function of Chief Deputy District Attorney or District Attorney in their absence
2. Provides assistance and advice to law enforcement and other partner agencies in investigating complex felony crimes:
- Participates in homicide, narcotic, sex abuse, major assault and rape investigations
 - Assists and advises law enforcement agencies in applications for arrests and search warrants
 - Trains law enforcement on complex and changing areas of the law, including providing legislative and case law updates
 - Teaches basic criminal law and search and seizure to law enforcement personnel
 - Provides off hour, 24 hour a day on call service to law enforcement agencies requiring assistance during nights and weekends
 - Responds to crime scenes if asked by law enforcement agencies and at the direction of the District Attorney
 - Provides legal information to law enforcement in regards to unattended deaths, releases body or determines if more investigation of a crime is necessary
3. Appears in Court for: Arraignments, Pre-Trial Conferences, Omnibus Hearings, Misdemeanor and felony trials, Sentencing, Probation revocation hearings, Juvenile Court hearings, other miscellaneous Court hearings.

SUPERVISORY CONTROLS AND RESPONSIBILITY

No supervisory responsibilities.

Work is performed under the supervision of the District Attorney.

QUALIFICATION REQUIREMENTS:

Knowledge of . . .

- Applicable state, federal, and local laws and ordinances
- Principles and practices of negotiations
- Rules of evidence
- Judicial procedure
- Principles and practices of supervision, training, and personnel management

Ability to . . .

- Identify and recommend reasonable resolutions to cases
- Organize, interpret, and apply legal principles
- Properly interpret, evaluate, and make decisions in accordance with the law

- Research, analyze, and prepare complex legal documents, draft legal papers, reports, and memoranda
- Effectively and persuasively argue facts, evidence, and precedent to judges and juries
- Withstand pressures of trial practice
- Present cases to the court skillfully and at a level sufficient to meet opposing counsel
- Communicate effectively with people from a wide variety of backgrounds including the ability to obtain cooperation from young, reluctant, and/or traumatized crime victims
- Complete a required number of continuing legal education credits to maintain license to practice law
- Convey information, ideas, and facts both orally and in writing to supervisors, colleagues, and individuals, inside and outside the county, using language and a format the audience will understand
- Keep up to date on changing case law and statutes
- Work within the confines of the Oregon Rules of Professional Conduct
- Establish and maintain effective working relationships with office staff, law enforcement agencies, county officials, court staff, attorneys, and the public
- Effectively relate well with others, including supervisors, colleagues, and individuals inside and outside the county
- Develop and exhibit a professional manner in dealing with others and maintain constructive professional working relationships
- Take personal responsibility for the quality and timeliness of work
- Come to work on time and follow office policies and procedures

Desirable Qualifications: An interest in a career track in criminal law, trial work, and prosecution; Trial experience in felony criminal cases.

EDUCATION AND/OR EXPERIENCE:

A Doctor of Jurisprudence degree from an accredited law school.

Member of the Oregon State Bar in good standing at the time of appointment.

Three to Five years of experience in the practice of criminal law, or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

Must have a valid driver's license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- Work is done in an office setting.

- Ability to exert very moderate physical effort in light office work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (10-20 pounds).
- May require evening and weekend hours on an as-needed basis. Requires carrying of cell phone to provide on-call law enforcement assistance.
- This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and essential functions expected of the position.

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

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Office Manager - District Attorney

EXEMPT: Yes
SALARY LEVEL: N
SUPERVISOR; District Attorney
PREPARED BY: District Attorney

June 2023

GENERAL POSITION SUMMARY:

Coordinates, plans, organizes, directs, and reviews the activities of the operations within the District Attorney's Office, including but not limited to, budget development and control, maintenance of facilities and computer operations. Maintains confidential and personnel files, schedules support staff, assists with annual office staff evaluations, and fills in at every level of clerical/secretarial duty.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Organizes, plans, prioritizes, assigns, and reviews the work of assigned staff and coordinates office workflow; provides direction on complex technical or procedural issues. Develops, plans, and implements goals and objectives; recommends, implements, and administers policies and procedures. Resolves problems concerning work and priorities referred by department personnel.
2. Receives all law enforcement reports, enters information in case management system. Distributes agency reports to appropriate attorney dependent upon charge(s).
3. Assists District Attorney with preparation and submission of annual budget requests and participates in the forecast of funds needed for staffing, equipment, materials, and supplies; administers the approved budget. Maintains expenditure records, exercises expenditure controls over approved budget. Prepares and submits vouchers for payment of monthly invoices.
4. Assists with assigned grant preparation; provides cost analysis, statistical and financial data for programs and prepares grant accountings/claim forms and related documents and statistics when necessary.
5. Schedules and conducts interviews, selects, and provides training of new clerical employees. Indoctrinates all new employees regarding policies and procedures of the District Attorney's Office.

6. Maintains office staff personnel files. Prepares personnel forms. Meets individually with each employee regarding performance and future expectations, prepares performance evaluations and administers progressive discipline. Provides counseling when appropriate.
7. Assists the District Attorney, providing necessary administrative, clerical, and legal support. Represents the DA at meetings in his/her absence and takes notes. Manages the DA's calendar (meetings, deadlines, etc.) Develops new and updates existing forms and procedures for all phases of work in the office. Oversees case management and disposition data. Maintains the D.A. trial calendar.
8. Coordinates, manages, and supervises volunteer program within the District Attorney's office; schedules interviews, facilitates background checks, trains and oversees volunteers within the DA's Office.
9. Assists, as needed, other clerical staff, prepares subpoenas, affidavits, motions, and orders on cases being prosecuted in circuit court. E-Files documents, receives closed files and lists actions taken, verifying status and possible necessary action to be taken by the prosecutor. Creates warrant documents, waivers, reviews probation violation notifications, pulls files and prepares necessary motions for review by prosecutor.
10. Maintains department records and files. Composes correspondence and prepares legal forms for signature, applying knowledge of established departmental policies, procedures and functions as required. Applies knowledge of departmental regulations and procedures when answering public inquiries. Assists DA in processing public information requests. Screens press requests and requests to meet with the DA.
11. Gathers all case files for submission to grand jury for review by prosecutors. Issues subpoenas and notifies witnesses and police officers as required. Continuous liaison with civil department in sheriff's office to ensure subpoenas are served and witnesses are available. Processes motions to set aside convictions and/or arrests for attorney review.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

Supervises assigned office clerical staff, provides input as part of the management team regarding departmental policies. Trains, coaches, and reviews work and performance of assigned personnel. Participates in the selection of new personnel, evaluates performance, responds to grievances, and recommends personnel actions. Works directly with all county agency department heads or assignees.

Operates from general policies, procedures, and instructions. Job involves a high degree of complexity and confidentiality, receives minimal supervision. Work is evaluated by the District Attorney.

QUALIFICATION REQUIREMENTS

Knowledge of . . .

- Office management
- Composition, spelling, punctuation
- Preparing of a wide variety of legal documents
- Programs, practices, and procedures of the District Attorney's Office
- budget procedures and practices

Ability to . . .

- Keep records and prepare reports and findings
- Perform complex assignments
- Use initiative and judgment in carrying out responsibilities with minimal instruction and guidance
- Plan, organize, and effectively supervise the work of clerical subordinates
- Conduct independent studies to evaluate data and prepare clear and concise reports
- Establish and maintain harmonious working relationships with other employees and with the public.
- Perform keyboarding activities and mobility requirements of the position.

Skill in . . .

- Relating well with others, including supervisors, colleagues, and individuals, inside and outside the county
- Developing and exhibiting a professional manner in dealing with others
- Maintaining constructive professional working relationships

EDUCATION AND/OR EXPERIENCE:

Four to five years in administrative, legal, and office management functions.

Bachelor's degree with major course work in or related to office management; a minimum of three years' experience in office work, including responsible experience in administrative, legal and office management functions; or any satisfactory combination of education, experience and training which clearly demonstrates the ability to perform the above-described duties as determined by the District Attorney.

LEDS training and certification will be required, and capability to train. Notary training and certification will be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- Normal working conditions but frequently in face-to-face contact with potentially dangerous and/or violent individuals in highly stressful circumstances.
- Extremely limited time constraints in high pressure/high volume atmosphere.
- Physical capability to handle high mobility demands and complex personal interactions.
- Occasionally in emotionally charged or potentially dangerous situations.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
February 7, 2024		Hire Order – PIO/Grant Manager	
Time Needed:			
.....			
.....			
Financial Impact:		Description and Background:	
.....		This Order will hire Val Early as PIO/Grant Manager with a start date	
Category:		contingent on the retrieval of a pre-employment background.	
<input type="checkbox"/>	Action/Discussion	.....
<input checked="" type="checkbox"/>	Consent	.....
<input type="checkbox"/>	Executive Session	.....
<input type="checkbox"/>	Hire Order	.....
<input type="checkbox"/>	Presentation	.....
Requested Motion:			
Approve the hire of Val Early as PIO/Grant Manager			
.....			
Attachments:		Instructions Once Approved:	
1. Order .....		.....
2. Job Description .....		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:			Date Submitted:
Natasha Tippetts – HR Specialist			1/30/2024

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

**In the Matter of an Order Approving a)
Hire) ORDER NO. _____
(V. Early – Public Information)
Officer/Grant Manager)**

WHEREAS, it is the recommendation of Ted 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:

<u>Name</u>	<u>Position</u>	<u>Range/Step</u>	<u>Rate</u>	<u>Status</u>
Val Early	PIO/Grant Manager	J/1	\$4,590/Month	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 upon receipt of a pre-employment background check.

DATED this 7th day of February, 2024

BOARD OF CURRY COUNTY COMMISSIONERS

Brad Alcorn, Chair

John Herzog, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

CURRY COUNTY JOB DESCRIPTION

JOB TITLE: Public Information Officer/Grant Manager

EXEMPT:

SALARY LEVEL:

SUPERVISOR: BOC Office Administrator

PREPARED BY: Economic Development Administrator

October 2023

GENERAL POSITION SUMMARY:

This position is responsible for providing the public with up-to-date information about ongoing events, departmental updates, and coordinating with news media about County business. The qualified applicant will develop media strategies that promote a positive public image for the County in all media forums including social media. This person also serves as the primary grant writer/manager, manages funder relationships, engages in compliance reporting, and supports special project initiatives. The PIO will work with BOC Office staff to ensure that the public has a single point of contact for general inquiries, questions, and assistance in navigating County policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. In coordination and at the direction of County leadership, acts as a spokesperson for the County; conducts media relations, public relations, marketing, and informational activities; coordinates with the media, community, Department Heads, and staff. Relays status and results from media inquiries to County leadership.
2. Responds to media and public inquiries and disseminates public information, in coordination with the Emergency Management Department during and in response to crises, emergencies, and other critical situations, responds to requests for information. Serves as PIO in the incident management structure.
3. Recommends communication strategies for County programs, functions, and activities.
4. Develops comprehensive strategic communication programs in line with County objectives, primary messages, research, strategy, tactics; develops and facilitates

outreach, public awareness campaigns, and special communications /media projects.

5. Writes and edit speeches, remarks, and scripts for press conferences and internal events, responses to reports, sensitive correspondence, and video or live presentations.
6. Builds awareness of County/Office news, programs, and initiatives by communicating and disseminating information to the media or the public through social media, web posts, videos, fact sheets, and other promotional and public information materials.
7. In conjunction with Department Heads, leads grant proposal development and submission—prepares and organizes materials for proposals, and submits and monitors grant applications. Submits grant applications via paper or online portals and maintains access information for those portals.
8. Monitors compliance of County awards, subrecipient agreements, and collaborative community programs, including but not limited to use of funds, System of Award Management validity, and continuing obligations associated therewith.
9. Research new funding and business development opportunities on a local, state, and federal level.

In coordination with the Finance Department, maintains a master list of grant deadlines, grant opportunities and all associated files and correspondence. Maintains library of grant support documents including resumes, bios, IRS forms, board, staff.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

No supervisory responsibilities. Supervised by Economic Development Administrator.

QUALIFICATION REQUIREMENTS:

Knowledge of . . .

- Thorough knowledge of Microsoft 365, Adobe Creative Suite, Media practices and buying; general office practices and procedures.
- Office management practices and procedures to ensure efficient workflow.

- Knowledge of social media, website management, emergency information, and historical perspective of organizational unit.

Ability to . . .

- Think critically and make recommendations on complex community and intergovernmental relations, community relations, media relations, community outreach, and public affairs issues and strategies.
- Learn County functions, operations, and associated public information and media relations issues.
- Communicate effectively, both verbally and in writing; present information clearly and persuasively to the media and in public settings; prepare clear, concise, and comprehensive correspondence, reports, studies, and other written materials.
- Exercise independent judgment within general policy guidelines. Navigate sensitive political environments.
- Develop, research, recommend, and implement comprehensive public information programs, including media relations, public relations, and marketing.
- Maintain grant compliance and reporting, including outcome measurement and grant budgets—taking responsibility for meeting high standards of effectiveness, timeliness, and completeness, including:
 -
- Draft compelling progress reports and targeted program updates (e.g., blog posts, press releases, FB) to funders that fully capture programmatic success
- Research statistics, trends and data for grant proposals and community advocacy

Additional skills:

- Keep detailed records and prepare accurate reports and findings
- Convey information, ideas, and facts both orally and in writing to supervisors, colleagues, and individuals, inside and outside the County, using language and a format the audience will best understand

EDUCATION AND/OR EXPERIENCE:

Bachelor's degree in communications, public relations, journalism, grant writing or related field. Prior experience in a public relations role or grant management, or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

Must obtain FEMA certificates and continuing education in order to fulfill the PIO incident management role.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

- Work is primarily performed in an office, sitting at long periods of time. 40-hour workdays; occasional weekend or evenings
- Travel for training is sometimes necessary.
- Lifting of 30-40 lbs. record boxes, while reaching and maneuvering is occasionally needed. Bending and filing in low floor level drawers.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
February 7, 2024		Hire Order – Electronic Records Specialists	
Time Needed:			
.....			
Financial Impact:		Description and Background:	
.....		This Order will hire Katie Hensley and Kristen Smith as part time	
Category:		irregular employees in the Clerk's Office as Electronic Records Specialists	
<input type="checkbox"/> Action/Discussion		.....
<input checked="" type="checkbox"/> Consent		.....
<input type="checkbox"/> Executive Session		.....
<input type="checkbox"/> Hire Order		.....
<input type="checkbox"/> Presentation		.....
Requested Motion:			
Approve the hire of Katie Hensley and Kristen Smith as part time/irregular Electronic Records Specialist			
.....			
Attachments:		Instructions Once Approved:	
1. Order - Katie Hensley .....		.....
2. Order – Kristen Smith .....		.....
3. Job Description .....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:		Date Submitted:	
Natasha Tippetts – HR Specialist		1/30/2024	

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

**In the Matter of an Order Approving a)
Hire) ORDER NO. _____
(Katie Hensley – Electronic Records)
Specialist)**

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

<u>Name</u>	<u>Position</u>	<u>Range/Step</u>	<u>Rate</u>	<u>Status</u>
Katie Hensley	Electronic Records Specialist	N/A	\$20.00/Hour	PT/Irreg

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 upon receipt of a pre-employment background check.

DATED this 7th day of February, 2024

BOARD OF CURRY COUNTY COMMISSIONERS

Brad Alcorn, Chair

John Herzog, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

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

**In the Matter of an Order Approving a)
Hire) ORDER NO. _____
(Kristin Smith – Electronic Records)
Specialist)**

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

<u>Name</u>	<u>Position</u>	<u>Range/Step</u>	<u>Rate</u>	<u>Status</u>
Kristin Smith	Electronic Records Specialist	N/A	\$17.87/Hour	PT/Irreg

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 upon receipt of a pre-employment background check.

DATED this 7th day of February, 2024

BOARD OF CURRY COUNTY COMMISSIONERS

Brad Alcorn, Chair

John Herzog, Vice Chair

Approved as to Form:

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Electronic Records Specialist

EXEMPT:	No	
SALARY LEVEL:	A	
SUPERVISOR:	Curry County Clerk	
PREPARED BY	Curry County Clerk	October 2023

GENERAL POSITION SUMMARY:

Responsible for tasks associated with the electronic storage of records and documents. The tasks include document imaging operations by prepping, scanning, parsing and/or indexing in the division-wide document management system.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Operates scanning equipment and application software.
2. Prep, sort and scans old records both from hard copy files and electronic files into database. Reviews scanned and imported documents to ensure quality and archivable standards.
3. Accurately index critical pieces of information from the scanned documents to ensure ease of retrieval for research purposes.
4. Maintain a clean work environment.

SUPERVISORY CONTROLS AND RESPONSIBILITIES:

No supervisory responsibilities. Supervised by Curry County Clerk.

QUALIFICATIONS REQUIREMENTS:

Knowledge of...

- Various filing systems including alphabetical, numerical and chronological.
- Business English, spelling, punctuation, and arithmetic
- General office practices and procedures
- Proficient in using various desktop software in a Windows environment.
- Familiarity with land records is a strong advantage.

Ability to...

- Work well with computers and produce desired results.
- Operate and oversee maintenance of standard office equipment including computers, printers, scanner, calculator/adding machine, photocopier, telephone answering machine, telephone system, breakroom equipment and utensils, electric pencil sharpener, radio, etc....
- Must be able to manage time efficiently, prioritize tasks, meet deadlines, and work independently with minimal supervision.
- Organize, file, and retrieve materials and documents; follow verbal and written instructions; work effectively with other employees.
- Must have strong propensity for detail and organization.
- Willingness and ability to receive and follow instruction in procedures.
- High level of accuracy and commitment to producing quality work. Data entry accuracy of at least 45 wpm.

EDUCATION AND/OR EXPERIENCE:

High School graduation or equivalency or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above-described duties.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work in this class involves the operation of a computer, typewriter, calculator, copy machine and other standard office equipment as well as specialized equipment.

Reasonable accommodation 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:	
February 7, 2024		Approve Agreement #35637 between the Curry Public Transit and Oregon	
Time Needed:		Department of Transportation	
.....			
Financial Impact:		Description and Background:	
.....		This agreement provided financial support for the Curry County Public	
Category:		Transit Service to provide relief from expenses incurred in the response to	
<input type="checkbox"/>	Action/Discussion	the COVID-19 pandemic. This agreement includes activities not to exceed	
<input checked="" type="checkbox"/>	Consent	\$200,000.000 in COVID Grant Funds	
<input type="checkbox"/>	Executive Session	.....
<input type="checkbox"/>	Hire Order	.....
<input type="checkbox"/>	Presentation	.....
Requested Motion:			
Approve Agreement #35637 between Curry Public Transit and Oregon Department of Transportation			
.....			
.....			
Attachments:		Instructions Once Approved:	
1. Agreement #35637 .....		.....
2. ....		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:		Date Submitted:	
John Herzog – County Commissioner		1/30/2024	

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 **February 1, 2024** 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 **January 31, 2026** (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

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$200,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$200,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. 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.a 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.state.or.us. 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 including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- 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.

c. Recovery of Grant Funds.

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, 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 this 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 from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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 Grant 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 Grant Funds were expended.
- d. **Audit Requirements.**
 - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, 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.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, 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 indemnify, 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. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **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 requirements 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.
- d. **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 and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict 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. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. 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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. 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.
 - ii. Except as otherwise provided in Paragraph 11.c below, 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.
 - iii. Except as otherwise provided in Paragraph 11.c below, 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.
- c. **Indemnification.**
 - i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
 - ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is

not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **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.
- h. **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 the this Agreement.

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

- k. **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, including without limitation as described in Exhibit D. 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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **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 Public Transportation 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 _____

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 St SE
Salem, OR 37301
1 (541) 774-6371
Jennifer.Boardman@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jennifer Boardman

Date _____ 01/23/2024

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: COVID 5311 Curry County 35637				
P-23-6018-01 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$200,000.00	\$200,000.00	\$0.00	
Sub Total	\$200,000.00	\$200,000.00	\$0.00	
Grand Total	\$200,000.00	\$200,000.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSAA) Act, and American Rescue Plan Act (ARP), provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES, CRRSAA and ARP Acts are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave. Preventive maintenance is considered an operating expense for the purposes of CARES Act, CRRSAA, and ARP reimbursement.

2. PROJECT DESCRIPTION

This agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. This agreement includes the following activities and not to exceed \$200,000 in COVID grant funds.

Operating Expenses

Funds will be used for expenses to operate public transit in Coos and Curry Counties. The funding will assist service in Curry County to continue and offset rising costs in fuel and preventative maintenance as well as provide general operating expense allowable under COVID funding.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 1, 2021 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies.

Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

4. PROJECT ACCOUNTING and MATCHING FUNDING

CRRSAA and ARP Act funds are being made available to support operating expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19, are included in this Agreement. CARES Act funds are being made available to support operating, capital and other expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19.

Projects funded with CRRSAA, ARP and CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 1, 2021 to be eligible for reimbursement.

Projects funded under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$200,000.00
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Administered By Public Transportation Division 555 13th St SE Salem, OR 37301

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. "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.

3. 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). **The Recipient shall immediately notify State of any change in insurance coverage.**

4. 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.

a. GENERAL REQUIREMENTS

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.

b. 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.

a. 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, Contractor 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.

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. 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).

g. 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**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient

shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
February 7, 2024		Discussion – Airport Road, Port Orford, Land Use	
Time Needed:			
.....			
Financial Impact:		Description and Background:	
.....		<p>On July 20, 2022, the Board voted to enter into a contract with CLR Timber Holdings of Brookings (South Coast) for timber sale. The timber sale concerns a 34 acre property on Airport Road in Sixes, Oregon, across the highway from Pacific Highschool. In September 2023, logging began on the Airport Road Property. The Board held a Business Meeting on September 20, 2022 in Port Orford and received feedback on the project from local residents. The Board then held a Workshop on January 17, 2023 to gain more public input and discuss proposals from the community for the next step of the land. The Board is bringing this to a discussion at this time to go over what they heard from the local residents and how to proceed.</p>	
Category:			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
.....			
Attachments:		Instructions Once Approved:	
1. January 17 th Workshop Packet .....		.....
2. Proposal for Land Use .....		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:			Date Submitted:
Ted Fitzgerald – Director of County Operations			1/30/2024



**CURRY COUNTY
BOARD OF COMMISSIONERS**

94235 Moore Street
Gold Beach, Oregon
(541) 247-3296

BOC_Office@co.curry.or.us

www.co.curry.or.us

**AGENDA
WORKSHOP**

January 25, 2024

6:00 p.m.

Port Orford City Hall, 555 20th St, Port Orford

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. Proposal on Airport Road Land Use – Ashley Moore (Resident)

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@co.curry.or.us. Public comments are limited to three (3) minutes per speaker.

5. DISCUSSION/ACTION ITEMS

- A. Discussion on Airport Road Property – Timber Sale
 - i. September 20, 2023 Agenda Routing Slip
 - ii. Airport Road Deed
 - iii. Curry County Zoning Ordinance Information
 - iv. Zoning Image – Airport Road

6. 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."

7. ADJOURN



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
WORKSHOP

Agenda Date:	Agenda Item Title:
January 17, 2024	Airport Road (Sixes) Timber Sale and Property
Description and Background:	
<p>On July 20, 2022, the Board voted to enter into a contract with CLR Timber Holdings of Brookings (South Coast) for timber sale. The timber sale concerns a 34 acre property on Airport Road in Sixes, Oregon, across the highway from Pacific Highschool.</p> <p>In September 2023, logging began on the Airport Road Property.</p> <p>On September 20, 2023, the Board held a Business Meeting in Port Orford gathering public input regarding the future of the Airport Road property.</p> <p>The Board is again bringing this topic to a Workshop to discuss the options that have been researched and gather more public input.</p>	
Attachments:	
<ol style="list-style-type: none">1. September 20, 2023 Agenda Routing Slip2. Airport Road Deed3. Curry County Zoning Ordinance Information4. Zoning Image – Airport Road	
Contact Person – Name and Department:	
Ted Fitzgerald – Director of County Operations	



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
9/20/23	Airport Road (Sixes) Timber Sale and Property	
Time Needed:		
20 minutes		
Financial Impact:	Description and Background:	
TBD	<p>On July 20 2022, the Board voted to enter into a contract with CLR Timber Holdings of Brookings (South Coast) for a timber sale. The timber sale concerns a 34 acre property on Airport Road in Sixes, Oregon, across the highway from Pacific Highschool.</p> <p>In September 2023, logging began on the Airport Road property.</p> <p>The Board is seeking input from the public regarding the future of the Airport Road property.</p>	
Category:		
<input checked="" type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
N/A		
Attachments:	Instructions Once Approved:	
1. Timber Sale Contract inc. Maps	N/A	
2.		
3.		
4.		
5.		
Contact Person – Name and Department:		Date Submitted:
Ted Fitzgerald, Director of County Operations		9/14/23

PR-381
FILE

Rich c.

COOS COUNTY FORESTRY DEPARTMENT



Timber Sale Contract No.: CC-1-22

Timber Sale Name: AIRPORT ROAD SALE

THIS CONTRACT, made and entered into on the date last set forth below, by and between Curry County, a political subdivision of the State of Oregon, hereinafter called "County", and

Name: CLR TIMBER HOLDINGS, INC.
Address: P.O. BOX 670
BROOKINGS, OR 97415
Phone: 541-469-2136

hereinafter called "Purchaser", which parties do hereby agree as follows:

SECTION 1. ATTACHMENTS & EXHIBITS

The following attachments and exhibits are by this reference made a part of this contract:

Exhibit A	Standard Provisions
Exhibit B	Special Provisions
Exhibit C	Map of Timber

SECTION 2. SALE OF TIMBER

County hereby sells to Purchaser, and Purchaser hereby buys from County that timber designated in Section 1 of Exhibit B, Special Provisions, subject to the terms and conditions of this contract.

SECTION 3. PURCHASE PRICES

The purchase prices to be paid by Purchaser to County for the timber sold hereunder shall be as stated in Section 2 of Exhibit B, Special Provisions.

SECTION 4. COMPLETION DATE

Time is of the essence in this contract. Purchaser shall complete and fully perform this contract by the date of September 30, 2023.

SECTION 5. PERFORMANCE BOND

Purchaser shall furnish County with a 20% performance bond in the amount of \$48,000.00 which shall guarantee complete compliance with the terms and conditions of this contract and the faithful performance of all required obligations of this contract. Such bond shall conform to provisions of Section 25 of Exhibit A, Standard Provisions.

SECTION 6. PREREQUISITES TO OPERATIONS

Operations by Purchaser under this contract shall not commence until the following have been received in an acceptable form by County:

- A. One copy of the contract, signed by Purchaser;
- B. The first installment payment in the amount of \$24,000.00;
- C. The performance bond;
- D. Evidence of all insurance required under Section 26 of Exhibit A, Standard Provisions showing Coos County as an "**Additional Insured**"; and
- E. Completed "Certification for Transfer of County Timber" form if unprocessed timber is to be transferred.

PURCHASER (Above Named)


Name


Title


P.O. Box 670
Address

Brookings, OR 97415
City, State and Zip

541-469-2136
Telephone

9/17/2022
Date

CURRY COUNTY, OREGON


Chair

Absent At Signing
Commissioner


Commissioner 7/26/22

Curry County Administrative Annex
94235 Moore St. Suite 122
Gold Beach, OR 97444
541-247-3228

July 26, 2022
Date

EXHIBIT A

STANDARD PROVISIONS

SECTION 1. QUANTITY OF TIMBER

Purchaser shall bear exclusive responsibility, and accept all risks associated with the quantity or quality of the timber sold hereunder and any cost or value estimates used in the computation of Purchaser's bid on this contract. Further, County does not warrant or guarantee in any way estimates of timber, costs or values which may have been made by the County pertaining to this contract.

SECTION 2. EXAMINATION OF LOCATIONS AND CONDITIONS

Purchaser certifies that before signing this contract, it has made a careful examination of all plans and specifications set forth in this contract; has obtained full information as to the quality and quantity of materials and the character of the work required; and has made a careful examination of the timber sale area and the location and conditions of work, including the sources of supply for materials. County in no case will be responsible for any loss or cost that may be suffered by Purchaser as a result of Purchaser's failure to be so informed. Purchaser agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the areas of operations and Purchaser's computation of its bid for this contract.

SECTION 3. TITLE TO TIMBER

A. During the period of this contract and any extension, Purchaser shall have the right to cut and remove the timber. Such right shall be conditioned upon Purchaser complying with the provisions of this contract.

B. The ownership of and title to the timber shall pass to Purchaser, when the timber is both paid for and removed from the timber sale area. Any right of Purchaser to cut and remove the timber shall expire and end at the time this contract or any extension expires or is canceled. All rights and interests in and to the timber and logs remaining on the timber sale area at the end of the contract shall remain vested in County, without compensation to Purchaser. All materials furnished by Purchaser shall be free and clear of liens.

SECTION 4. MATERIALS - IMPROVEMENTS

Title to materials, improvements, and other property furnished as required of Purchaser by this contract, shall vest in and become the property of the County at the time such are furnished by Purchaser and accepted by County. All materials furnished by Purchaser shall be free and clear of liens.

SECTION 5. REMOVAL OF EQUIPMENT AND MATERIALS

A. Upon completion of logging on the timber sale area, Purchaser shall promptly remove from the timber sale area access roads, the timber sale area, and other County property, all equipment, materials and other property Purchaser has placed or caused to be placed thereon that is not to become the property of County. It is agreed that any such equipment, materials and other property that are not so removed within 30 days, shall become the property of County and

may be used or otherwise disposed of by County without notice or obligation to Purchaser or to any party to whom Purchaser may transfer title.

B. Upon completion of logging on the timber sale area, Purchaser shall clean-up and remove any waste materials or debris brought onto the timber sale area, access roads or other County property by Purchaser.

C. Purchaser shall indemnify and hold harmless the County for expenses incurred by the County as a result of any cleanup, removal and/or disposal of debris, waste materials, or similar items performed by or on behalf of the County.

SECTION 6. INSPECTION.

Representatives of County shall at all times be allowed access to all parts of the timber sale area as may be required to make a complete and detailed inspection of the operations of Purchaser, and Purchaser shall furnish County such information as may be relevant to the conduct of such inspection.

SECTION 7. TIMBER SALE AREA

A. The timber is located in the timber sale area. For all purposes of this contract, "timber sale area" shall be understood to mean the area or the areas designated as such on Exhibit C, Harvest Unit Location Map. The boundaries of the timber sale area are located by reference to legal subdivisions, monuments, natural land features, improvements and/or sale boundary signs.

B. Purchaser shall be exclusively responsible for any taking of timber, infliction of damage, or trespass committed by Purchaser, its employees, or authorized agents beyond the boundaries of the timber sale area.

SECTION 8. SIMULTANEOUS USE OF AREA

A. During the period of this contract, County reserves the right to permit the use by others of the timber sale area, provided that such permitted use would not materially interfere with the operations of Purchaser.

B. County shall not hold the Purchaser liable for any acts, omissions or neglect by such other users.

C. Access roads to the timber sale area will generally be open to public use, provided that County may permit Purchaser to control access to the timber sale area as necessary to protect the timber sale area from the risks of fire or vandalism.

SECTION 9. PROTECTION OF IMPROVEMENTS

Purchaser shall repair specific damage caused by Purchaser's operations hereunder to such improvements as roads, road surfaces, culverts and road ditch lines on the timber sale area, or on County Forest access roads, whether such improvements existed at the time of this contract, or were furnished or constructed by Purchaser under this contract. County may require damaged items such as culverts to be replaced under this provision.

SECTION 10. OPERATIONS DELAYS

County shall have the authority to delay or suspend the operations of Purchaser and contractors of Purchaser, wholly or in part, under this contract for such period or periods necessary due to

fire hazard conditions, severe weather occurrence, surveying for threatened or endangered species listed under the state or federal Endangered Species Act, or any other activity County determines to be necessary for identification, management, or protection of a threatened or endangered species. Purchaser agrees to cooperate with surveying efforts of County or its contractors. In no event shall County be liable for any costs incurred by Purchaser by reason of delay or suspension under this section, including but not limited to costs of additional move-in/move-out of equipment and personnel, extra fire and equipment security, and insurance or bonding expenses. County agrees to extend the Completion Date of this contract by the number of days equal to the number of days in which County delays or suspends the operations of Purchaser for the reasons listed in this section.

SECTION 11. INCORPORATION OF TERMS

This contract, and all exhibits and attachments incorporated herein, constitutes the entire contract between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. By the signature below of its authorized representative, Purchaser hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SECTION 12. ASSIGNMENT OF CONTRACT

Purchaser shall not assign, transfer, convey, or delegate responsibilities or otherwise dispose of this contract, or any portion thereof, or the right, title, interest, or the power of Purchaser to execute or perform this contract, to any other person, firm or corporation, without the previous written consent of County. Should the contract assignment be approved, it shall be in total, with no rights being retained by original purchaser; provided, however, County shall retain Purchaser's performance bond and Purchaser shall remain liable for claims as if no assignment had occurred.

SECTION 13. SUBCONTRACTING

If all or any part of the logging operations or work to be done under this contract is subcontracted, such subcontracting done by Purchaser shall in no way relieve Purchaser of any responsibility under this contract. Purchaser shall inform County of the names of any such subcontractors, prior to work on the timber sale area by such subcontractors. Subcontractors shall comply with the insurance requirements set forth in Section 26 of Exhibit A, Standard Provisions.

SECTION 14. SEVERABILITY

If any provision of this contract is declared by a court 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 the contract did not contain the particular provision held to be invalid.

SECTION 15. WAIVER

Failure of County to enforce any provision of this contract shall not constitute a waiver or relinquishment by County of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

SECTION 16. PERMITS-LICENSES-SAFETY

Purchaser shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, Purchaser shall use every reasonable and practicable means to avoid damage to property and injury to persons.

SECTION 17. LAWS, REGULATIONS & ORDERS

Purchaser shall at all times observe and comply with all federal and state laws, and lawful regulations issued thereunder, and local bylaws, ordinances and regulations, which in any manner affect the activities of Purchaser under this contract. Purchaser shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunal having any jurisdictions or authority over such activities of Purchaser. County makes no representations concerning tax liability or consequences arising from this sale of County timber. It is Purchaser's sole responsibility to determine what tax liability may be incurred as a result of purchasing County timber, regardless of whether the County timber is growing or located on County owned land. Purchaser shall be responsible for paying all applicable timber harvest or privilege taxes and shall indemnify and hold harmless the County against any tax claims arising from the purchase of County timber.

SECTION 18. MODIFICATIONS

County reserves the right to make, at any time during the contract, such modifications to this contract as are necessary or desirable; provided, such modifications shall not change the character of the work to be done, nor increase the cost unless such work or cost increase is approved in writing by Purchaser. Any modifications so made shall not invalidate this contract nor release Purchaser of obligations under the performance bond. Purchaser agrees to do the modified work as if it had been a part of the original contract.

SECTION 19. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this contract, County may, pursuant to Oregon law, make adjustments in the contract when major catastrophes materially affect the volume and value of timber, or work to be done under this contract. Major catastrophes such as windstorms, floods, fire, or other act of God, or due to significant changes in state or federal law which are beyond the control of Purchaser and in no way connected with negligent acts or omissions of Purchaser, its officer, employees, agents or subcontractors. Market conditions will not be considered a reason for contract adjustments. Such adjustments may be made to place the parties in their original status under the contract insofar as possible, provided, however, that any loss or cost to Purchaser is in no way recoverable from third parties by Purchaser. Purchaser shall make application in writing to County regarding any adjustment in contract as soon as practicable after discovery of damage done by catastrophe.

SECTION 20. WORK RESPONSIBILITY AND ACCEPTANCE

For all purposes of this contract, "work" shall mean the furnishing of all labor, material, equipment and other incidentals necessary or convenient to the successful completion of the projects, duties and obligations, including slash disposal, imposed on Purchaser by this contract. County will make an inspection at the earliest practical date, of any category of work to be done hereunder, upon receipt of notice from Purchaser that such work has been completed. County will notify Purchaser in writing at the earliest practical date following such inspection as to the acceptability of such work.

SECTION 21. NOTICES

Any written notice to Purchaser which may be required under this contract to be served on Purchaser by County may be served by personal delivery to Purchaser or designated representative(s), by mailing the notice to the address of Purchaser as is given in this contract, or by leaving the notice at said address. Should Purchaser be required to notify County concerning the progress of the work to be done, or concerning any matter or complaint which Purchaser may have regarding the contract subject matter, or for any other reason, that notification is to be made in writing, delivered or mailed to the designated representative of County.

SECTION 22. AUTHORIZED REPRESENTATIVES

During the term of this contract, Purchaser shall designate a representative with authorization to act on behalf of Purchaser in the receipt of notices or instructions from County and to take any action required in regard to performance of Purchaser under this contract. County Forester shall designate a representative who shall be authorized to receive notices, inspect progress of the work, and issue instructions in regard to performance under the terms of this contract.

SECTION 23. COMPLETION OF CONTRACT

Time is of the essence of this contract, and Purchaser shall complete and fully perform this contract by the completion date specified in Section 4, Timber Sale Contract Cover Sheet, unless extended in accordance with Section 32 of Exhibit A, Standard Provisions, provided that Purchaser may be required to dispose of slash pursuant to Section 21 of Exhibit B, Special Provisions, at a time later than the date specified in Section 4, Timber Sale Contract Cover Sheet.

SECTION 24. TERMINATION

A. County, by written notice to Purchaser, may terminate this contract, in whole or in part, whenever County determines it is in its interest to do so. After receipt of the notice, and except as directed in the notice, Purchaser shall immediately stop activities under the contract and terminate all subcontracts to the extent they relate to the activities terminated. Purchaser shall complete all activities not terminated.

B. In the event of termination or partial termination, Purchaser agrees that its sole and exclusive remedy shall be the sum of: (1) the value of any project work completed but not yet credited. (2) the estimated expenditures for felling, bucking, limbing, skidding, and decking any products so processed, but not removed from the timber sale area; and (3) costs of acquiring and holding bond, with documented receipts. Cost and expenditure estimates for items listed in (1) and (2) shall be based upon County's appraisal for the timber sale. Lost profits, replacement costs of timber, property (real or otherwise) procured by Purchaser in anticipation of contract fulfillment, or any other consequential damage suffered by Purchaser shall not be reimbursable.

Any interest earned on funds of the Purchaser on deposit with County shall remain the property of County and shall not be payable to Purchaser.

SECTION 25. PERFORMANCE BOND REQUIREMENTS

Purchaser shall furnish County with a performance bond in the amount stated in Section 5, Timber Sale Contract Cover Sheet, which bond shall guarantee complete compliance by Purchaser with the terms and conditions of this contract and the faithful performance of all required obligations. Such bond may be in the form of a cash deposit or certified check, money order, surety bond, irrevocable letter of credit, or other securities determined to be acceptable by County. Surety bonds must be written by a surety company authorized to do business in the State of Oregon.

SECTION 26. INSURANCE

A. Purchaser shall not commence work under this contract until they have furnished Coos County with satisfactory proof of the coverage of insurance as specified below:

1. Workers' compensation coverage as required by law with a Waiver of Subrogation in favor of Coos County and to include employer's liability with limits of not less than \$1,000,000 per occurrence; or, alternatively, CONTRACTOR shall provide documentation establishing that CONTRACTOR is exempt from workers' compensation coverage pursuant to ORS Chapter 656.

2. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Such coverage shall include, but is not limited to, the following: commercial general liability coverage, products liability including completed operations, premises operations including X (explosion), C (collapse), U (underground), broad form property damage including fire fighting expense which is also known as "loggers' broad form," personal injury. All coverage shall be on an occurrence basis and not on a claim made basis.

3. Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle with limits of not less than \$1,000,000 per occurrence. All coverage shall be on an occurrence basis and not on a claim made basis.

4. Excess/Umbrella Liability coverage as follows:

a. If this is a contract for a public improvements, or personal services contracts with architects, engineers, and land surveyors, then CONTRACTOR shall maintain an excess/umbrella liability policy of not less than \$1,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, employer's liability, and professional liability.

b. For contracts other than public improvements or personal services contracts with architects, engineers, and land surveyors, an excess/umbrella liability policy is not required, but may be used in conjunction with a general commercial liability policy to satisfy the primary insurance limit requirements.

c. All excess/umbrella liability coverage shall be on an occurrence basis and not on a claim made basis.

5. For personal services contracts, professional liability insurance, including errors and omissions, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 policy aggregate.

B. The following inclusions to CONTRACTOR'S certificate of insurance shall be made:

1. Waiver of transfer of rights of recovery against others to Coos County. The preferred form is "CG 2404 05/09."

2. It is agreed that this insurance is primary to and non-contributory with any insurance maintained by Coos County.

3. The general liability coverage and automobile liability, if required, shall include endorsements for additional insured, naming "Coos County, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.

4. The additional insured shall contain a severability of interest provision in favor of Coos County and a Waiver of Subrogation in favor of Coos County.

5. All required coverage shall be written with companies that have at least an AmBest rating of B+ VII.

6. The insurance shall provide a 30 day notice of cancellation or material change.

7. For public improvement contracts or architectural, land surveying, or engineering personal services contracts, CONTRACTOR shall carry the required insurance for at least three years after acceptance of completed project.

SECTION 27. INDEMNIFICATION

Purchaser shall indemnify, hold harmless, and defend Coos County, its elected officials, officers, employees, volunteers and agents from any liability, claim, damage, loss, cost and/or expense arising, out of or resulting from the performance of, or failure to perform, the obligations of this contract by Purchaser, its employees, agents and subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at their sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent. In any case in which any part of such indemnification would violate any law, the remainder of foregoing provisions concerning indemnification shall be given full effect. This Section 27 will survive the termination or revocation of this Contract.

SECTION 28. INDEPENDENT CONTRACTOR STATUS

Purchaser is an independent contractor and not an officer, employee or agent of Coos County. Purchaser shall have the complete responsibility and sole risk for the performance of this contract.

SECTION 29. CHOICE OF LAW AND VENUE

This contract shall be governed by and construed in accordance with the laws of the State of Oregon, as interpreted by the Oregon courts. Any litigation arising out of this contract shall be conducted in the courts of the State of Oregon conducted in the Circuit Court of Coos County, Oregon.

SECTION 30. ATTORNEY FEES

In the event a law suit of any kind is instituted on behalf of County to collect any payment due or to obtain performance of any kind under this contract, Purchaser shall pay such additional sums as the court may adjudge for reasonable attorneys' fees plus all costs and disbursements at trial and on any appeal.

SECTION 31. CAUSES BEYOND CONTROL

In the event Purchaser is prevented by a cause or causes beyond the reasonable control of Purchaser from performing any obligation of this contract, such nonperformance shall not be deemed to be a breach of this contract such as to render Purchaser liable in damages therefore or to give rise to the cancellation thereof: provided, that if and when such cause or causes shall cease to prevent such performance, Purchaser shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control", is defined as any one or more of the following causes affecting operations of Purchaser: fire or other casualties and accidents; strikes, riots and civil commotions; war and acts of public enemies; storm, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of Purchaser.

SECTION 32. EXTENSION OF TIME

A. County, at its option, may grant an extension of time for performance of this contract when it is deemed to be in the public interest to do so, only upon a written request from Purchaser, and with the written consent of an extension of the security by the surety of Purchaser. The written request for an extension of time by Purchaser must be received by County no later than 30 days prior to the completion date of this contract, and must include the following:

1. The causes which have acted to prevent completion as specified herein;
2. The date to which an extension is requested;
3. A proposed course of action to be taken by Purchaser to insure the completion of this contract within the requested extended time period;
4. Certificate of consent to extend performance bond/surety agreement issued by Surety Company; and
5. Certificate of extension of liability and workers' compensation insurance coverage.

B. The County may impose such conditions on the granting of an extension as it deems reasonable, including but not limited to:

1. Full payment of estimated contract price, calculated using actual bid price x cruise volumes;
2. Payment of damages for rehabilitation or regeneration delay;
3. Interest on payments made after original completion date; or
4. Purchaser shall not bid on future County timber sales until the sale under extension is completed to the satisfaction of the County Forester.

SECTION 33. DEFAULT AND REMEDIES

A. As used in this Section:

1. "Violation" means failure to comply with any term(s) or condition(s) of this contract.
2. "Default" means failure to correct a violation within the time specified by the County. Default also includes failure to cut and remove the timber by the completion date.
3. "Damages and Expenses" means all costs, damages, losses and expenses incurred by the County as a result of a default. This includes, but is not limited to, any unpaid balance due to the County for timber removed, the difference in value between the original sale and resale of a canceled sale, costs for preparing the canceled parcel for resale, rehabilitation or regeneration delay costs, legal expenses, interest charges and any other damages allowed by law.

B. If Purchaser is in violation of this contract, County may give written notice of the violation. Purchaser shall correct such violations within 10 days of mailing or personal service of such notice.

C. If Purchaser fails to correct a violation as provided in Subsection (B), the County may give written notice of suspension. Upon receipt of such notice, Purchaser shall be considered in default of the contract and shall suspend all operations under the contract except those operations necessary to correct any violation.

D. Notwithstanding Subsections (B) and (C), the County may, if in its sole discretion it believes a serious violation exists, suspend operations pursuant to Subsection (C) without providing written notice of violation as provided in Subsection (B).

E. If Purchaser cuts or removes any of the timber under this contract during any period of suspension, or if Purchaser cuts any of the timber after the completion date or the cancellation of this contract, such cutting or removal shall be considered a willful trespass and render Purchaser liable for treble damages in accordance with applicable Oregon Law.

F. If Purchaser fails to cure a default within 10 days of receipt of suspension notice, the County may, by written notice, cancel the contract effective upon receipt of the notice.

G. In addition to and not in lieu of any other remedies provided by law, if Purchaser defaults on this contract, Purchaser shall not be allowed to bid on any Coos County Timber Sale including

the resale of a canceled contract, unless the County is reimbursed for all damages and expenses incurred as a result of default or the Purchaser posts cash sufficient to reimburse the County for all damages and expenses as estimated by the County. If a Purchaser in default wishes to bid on future contracts, Purchaser shall notify County in writing at least 30 days before such sale. The County shall estimate the damages and expenses that the County will incur as a result of default. If the default is cured or cash is deposited with County in the estimated amount, the County shall grant permission to the Purchaser to bid on sales other than the sale in dispute. Cash deposits will be held in the Forestry Trust account until the default is resolved.

H. Notices provided by this section will include the following information:

1. The violation or default allegedly committed by the Purchaser;
2. The action necessary to cure such violation or default and the time within which such action must be taken;
3. That a Purchaser in default of a timber sale contract is prohibited from bidding on future County timber sales unless a cash bond covering damages and expenses is posted or the default is cured before the sale date; and
4. The right to request an estimate of damages and expenses from the County.

SECTION 34. LOG EXPORT PROVISION

Purchaser shall comply with all requirements of ORS 526.801 to 526.831 and 526.992, the Forest Conservation and Shortage Relief Act of 1990 as amended, and other applicable Federal, State and local log export laws, rules and regulations.

A. Definitions

1. "Performance bond" means the security required by a County timber sale contract which ensures satisfactory performance of contract requirements by the timber sale purchaser.
2. "Purchaser" means a person (s) who has entered into a timber sale contract with Coos County.
3. "County Lands" means lands owned by Coos County under ORS 275.330 and/or other provisions of law.
4. "County Timber" means any timber owned by Coos County under ORS 275.330 and/or other provisions of law.
5. "County Timber Sale Contract" means a contract under which any timber owned by Coos County is sold to a Purchaser.

B. Reporting Requirements

1. Before the County Forester will issue final acceptance of timber sale contract, a purchaser of County timber must:
 - a. Notify the County Forester of the delivery destination of all timber purchased under that contract. Notification will be made in a form and manner prescribed by the County Forester.

- b. Prior to selling, trading, exchanging, or otherwise conveying County timber to any other person, the purchaser of County timber shall obtain a certification of the person's intent to comply with the terms and conditions contained in these export provisions. Certification will be made in a form and manner as prescribed by the County Forester upon completion of the transaction. Obtaining certification shall not relieve the purchaser's responsibility to provide the County Forester with an accounting of the delivery destination of that timber.
 - 2. Any performance bond required by a county timber sale contract may be retained by the County Forester until satisfactory notification of county timber delivery destination has been received by the County Forester.
 - 3. Failure to provide the County Forester with a final accounting of the delivery destination of county timber will be considered a violation of these export provisions. Violators will be subject to the penalties described in Subsection D below.
- C. Purchaser Disqualification and Termination of Contracts
- 1. The County Forester shall keep a record of any person who violates these export provisions.
 - 2. The County Commissioners may cease operations on and/or terminate any county timber sale contract entered into with a person who has violated the requirements of these export provisions and assess damages according to Section 33 of Exhibit A, Standard Provisions.
- D. Enforcement
- Investigation of suspected violations of these provisions and/or surveillance of unprocessed timber in transit and at port facilities may be conducted by the County Forester, or conducted by state or federal agencies. Any alleged violations of these export provisions will be referred by the County Forester to the appropriate County, Federal or State agency for appropriate legal action.

SECTION 35. GENERAL PROVISIONS

Under the provisions of ORS 279B.200, the Purchaser shall:

- A. Make payment promptly, as due, to all persons supplying to such Purchaser labor or material for the prosecution of the work provided for in such contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund for such Purchaser or subcontractor incurred in the performance of the contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

SECTION 36. WAGE CLAIMS

Exhibit A, Standard Provisions - Page 11

Under the provisions of ORS 279C.515(1), if the Purchaser fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Purchaser, or a subcontractor, in connection with work to be done under this contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Purchaser by reason of this contract. The payment of a claim in the manner authorized in this section shall not relieve the Purchaser, subcontractor or any surety from their obligation with respect to any unpaid claim.

SECTION 37. HOURS OF EMPLOYMENT

As provided by ORS 279B.235(1), the Purchaser shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

SECTION 38. MEDICAL PAYMENTS

As provided by ORS 279B.230, Purchaser shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Purchaser, of all sums which the Purchaser agrees to pay for such services and all monies and sums which the Purchaser collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. It is a condition of this contract that all employers working under this contract are subject employers that will comply with ORS 656.017.

SECTION 39. DISCRIMINATION

A. As provided in ORS 279A.110, Purchaser shall not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise; a minority-owned business; a women-owned business; a business that a service-disabled veteran owns; or an emerging small business under ORS 200.055.

B. If the Purchaser violates (A), the County may regard the violation as a breach of contract that permits:

1. Termination of the contract; or
2. The County may exercise any remedies for breach of contract that are reserved in the contract.

INDEX

EXHIBIT B

SPECIAL PROVISIONS

SALE NUMBER: CC-1-22

SALE NAME: AIRPORT ROAD

SECTION	PROVISION	PAGE NO.
SECTION 1.	DESIGNATED TIMBER.....	1
SECTION 2.	PURCHASE PRICES.....	1
SECTION 3.	PAYMENT SCHEDULE AND LATE PAYMENTS.....	2
SECTION 4.	TOTAL PURCHASE PRICE.....	3
SECTION 5.	OPERATIONS PLAN.....	3
SECTION 6.	LOG REMOVAL.....	3
SECTION 7.	TRUCK LOAD RECEIPTS & LOAD NUMBER TAGS.....	4
SECTION 8.	LOG SCALING AND ACCOUNTABILITY OF SCALE.....	5
SECTION 9.	LOG BRANDING AND MARKING.....	6
SECTION 10.	FELLING.....	7
SECTION 11.	BUCKING.....	7
SECTION 12.	YARDING.....	8
SECTION 13.	FIRE EQUIPMENT.....	9
SECTION 14.	TREATMENT OF SLASH.....	9
SECTION 15.	ADDITIONAL TIMBER.....	9
SECTION 16.	SPECIAL PRODUCTS.....	9
SECTION 17.	ACCESS ROAD - ROAD MAINTENANCE.....	10
SECTION 18.	SPUR ROADS.....	10
SECTION 19.	ROAD CONSTRUCTION SPECIFICATION.....	10
SECTION 20.	CULVERTS – INSTALLATION.....	12
SECTION 21.	ROAD MAINTENANCE ROCK.....	13
SECTION 22.	ROAD ROCK SPECIFICATIONS AND DISTRIBUTION.....	13
SECTION 23.	WET WEATHER OPERATION.....	14
SECTION 24.	BARRICADES.....	15
SECTION 25.	PROJECTS – LOCATION.....	15
SECTION 26.	PAYMENT OF CREDITS.....	15
SECTION 27.	CLEANING OF LOGGING EQUIPMENT.....	16
SECTION 28.	ADJACENT PROPERTY.....	16
SECTION 29.	PROTECTION OF PROPERTY CORNERS.....	16
SECTION 30.	PROTECTION OF STREAMS AND WETLANDS.....	16
SECTION 31.	WILDLIFE TREES AND SNAGS.....	16
SECTION 32.	HAZARDOUS SUBSTANCES AND SPILL RESPONSIBILITIES.....	16
SECTION 33.	INDEMNIFICATION.....	17

EXHIBIT B

SPECIAL PROVISIONS

SECTION 1. DESIGNATED TIMBER

A. The timber designated for sale pursuant to Section 2 of Exhibit B, Special Provisions, is all timber located within the boundaries of the Harvest Unit, as posted, and as shown on Exhibit C, Harvest Unit Location Map.

B. The boundaries of the Harvest Unit are blazed and posted with "Timber Harvest Boundary" fluorescent pink ribbons.

SECTION 2. PURCHASE PRICES

The purchase prices to be paid for logs removed from the timber sale area under this contract shall be as follows for given species and log grades:

- | | | |
|----|---|-----------------------|
| A. | Douglas Fir: | |
| | No. 4 sawmill & better grades, net scale | \$ <u>482.00</u> /MBF |
| | (Except as specified below in G & I) | (Amt. Bid) |
| | Special Cull, adjusted gross scale | \$ <u>200.00</u> /MBF |
| | Peelable Cull, adjusted gross scale | \$ <u>150.00</u> /MBF |
| B. | Sitka Spruce: No. 4 sawmill & better grades, net scale | \$ <u>169.00</u> /MBF |
| | (Except as specified below in G & I) | |
| C. | Hemlock: No. 4 sawmill & better grades, net scale | \$ <u>219.00</u> /MBF |
| | (Except as specified below in G & I) | |
| D. | P.O. Cedar: No. 4 sawmill & better grades, net scale | \$ <u>169.00</u> /MBF |
| | (Except as specified below in G & I) | |
| E. | Red Cedar: No. 4 sawmill & better grades, net scale | \$ <u>369.00</u> /MBF |
| | (Except as specified below in G & I) | |
| F. | White Fir & Other Conifers: No. 4 sawmill & better grades, net scale | \$ <u>219.00</u> /MBF |
| | (Except as specified below in G & I) | |
| G. | Rough 3 mill grade, net scale | |
| | Douglas Fir | \$ <u>75.00</u> /MBF |
| | Other Conifer | \$ <u>50.00</u> /MBF |
| | (Except as specified below in I) | |
| H. | Conifer Utility logs if not removed on weight loads per I below, adjusted gross scale | \$ <u>32.00</u> /MBF |
| I. | Sawmill grade conifer logs less than 20 board feet, all utility (pulp) conifer logs and any other logs not meeting standards for mandatory removal may be removed at the following price per ton: | \$ <u>8.00</u> /Ton |

All conifer logs to be removed from the sale area on a per ton basis must be decked separately and inspected by County prior to removal from the sale area and may require County signature on load ticket prior to removal. Sawmill grade logs less than 20 board feet which are removed on scale loads will be scaled and paid for at the contract prices (A-H above).

- J. Alder and other hardwoods: \$ 21.00 /Ton
Sawmill Grade, except as specified below in K
- K. Sawmill grade alder and other hardwood logs less than 30 board ft. and all utility (pulp) \$ 7.00 /Ton
hardwood logs not meeting the requirements for mandatory removal.
- L. Sawmill grade alder logs which are removed on scale loads will be paid for at the following price: \$ 169.00 /MBF

SECTION 3. PAYMENT SCHEDULE & LATE PAYMENTS

Timber shall be paid for in installments, as set forth in Subsections A and B below for timber removal, provided that minimum fixed amounts shall be paid in accordance with Subsection C of this provision.

A. The First Installment Payment. The first installment payment shall be in the amount of \$24,000.00, which installment shall be paid within 30 days of Purchaser's receipt of Notice of Sale Award, or prior to operations under this contract, whichever occurs first.

B. The Second & Subsequent Installments for Timber Removal. The second and subsequent installment payments shall be in the amount of \$48,000.00 each, and shall become due and payable when the value of timber removed from the timber sale area equals the sum of all payments made by Purchaser. Payment shall be made at such times as are necessary to provide that Purchaser has at all times paid in advance for timber removed from the timber sale area. If, in the opinion of County, an installment payment is due, based on log scale data and the number of loads hauled, Purchaser will be notified by invoice. Such invoice shall be paid by the stated due date.

C. Fixed Minimum Payment Schedule. Regardless of timber removal from the timber sale area, Purchaser shall make payment to County the following minimum amounts of the total sale value as of the dates given:

<u>FIXED AMOUNT PAYABLE</u>	<u>DATE DUE</u>
\$ 48,700.00, less the sum of all prior payments	SEPTEMBER 30, 2022
\$ 97,400.00, less the sum of all prior payments	DECEMBER 31, 2022
\$146,100.00, less the sum of all prior payments	MARCH, 2023
\$194,800.00, less the sum of all prior payments	JUNE 30, 2023

In the event that fixed payments made in accordance with this provision exceed the value of timber removed from the timber sale area, such excess shall constitute a credit to Purchaser against future installments due for timber removal on this contract.

D. Late Payments - Suspension of Operations - Interest Due. In the event that payments are not made when due, County may suspend operations on the timber sale area and Purchaser shall pay County 16% interest on the amount of any late payments, as accrued from the date due.

SECTION 4. TOTAL PURCHASE PRICE

A. The total purchase price shall be based upon the prices set forth in Section 2 of Exhibit B, Special Provisions. The total purchase price shall be computed by multiplying the rates for each species as stated in Section 2 of Exhibit B, Special Provisions, by the reported log scale or weight for each species.

B. If the total purchase price is so determined to be less than the amount of all installment payments made by Purchaser to County, then County does hereby agree to cause a refund to Purchaser of such excess payment; however, if the total purchase price is so determined to be more than the total of all installment payments made to County by Purchaser, then Purchaser does hereby agree to make an additional payment to County in the amount of the deficit. Such additional payment shall be paid within 10 days following notification by County.

SECTION 5. OPERATIONS PLAN

Purchaser shall give County a minimum of 48 hours advance notice of intent to commence operations on the timber sale area and arrange to meet with County prior to operations to establish the following:

- A. A production schedule providing for removal of timber prior to the completion date of the contract.
- B. Plans for performance of required project work.
- C. Arrangements for operating permit, brand, load ticket books and log scaling.
- D. A review of each of the Special Provisions of this contract pertaining to operations hereunder and discussion of best management practices which may be required.
- E. Purchaser shall inform County and get approval prior to any log hauling on days other than Monday – Friday.
- F. If there is an absence of more than 2 weeks after start of operations, Purchaser shall notify County a minimum of 48 hours prior to subsequent return to work, unless waived by County.

SECTION 6. LOG REMOVAL

A. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 2 of Exhibit B, Special Provisions.

- 1. Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net). Exceptions may be made for oversize “whitewoods” in excess of 55” diameter on the big end. Discussions of exceptions to be determined during pre-work, Section 5 Operations Plan.

2. Any hardwood log that meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, and containing 30 board ft. (net).
3. Any conifer log that meets the specifications of Special Cull or Peelable Cull grade.

B. For purposes of mandatory log removal requirements, minimum net log volume shall be determined by the net volume of the full log length rather than the volume of individual segments.

C. **Purchaser may remove other logs or material which does not meet the above-stated minimum standards for mandatory removal of designated timber, at the per ton prices given in Section 2 of Exhibit B, Special Provisions. Except: Slash which is approved for removal under Section 14 of Exhibit "B" (Woody Biomass Removal Option) may be removed at no cost.**

D. Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled. Purchaser shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling, yarding, and handling. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

E. Purchaser shall:

1. Remove all merchantable logs from the timber sale area, except as may be specified for "downed logs" under Section 12 (F) of Exhibit B, Special Provisions.
2. Remove all merchantable logs bucked from green standing timber prior to deterioration from sap rot.
3. Prevent loss of merchantable log volume through the application of proper felling and bucking.

F. Purchaser shall pay County for loss of merchantable log volume resulting from non-compliance with the above stated requirements. Such loss of merchantable log volume shall be paid for at the purchase prices stated in Section 2 of Exhibit B, Special Provisions hereof.

SECTION 7. TRUCK LOAD RECEIPTS & LOAD NUMBER TAGS

A. County shall furnish Purchaser with books of multi-part serially numbered log load receipts with a load number tag to be attached to each load. All loads shall be tagged as follows:

1. **Purchaser shall designate a person who is competent and continuously employed at the place of loading logs to prepare and issue a Truck Load Receipt and to attach a Load Number Tag to each load of logs prior to the removal of such load from the loading area. Mule train loads shall have two load tickets. Purchaser shall be responsible to make sure a means to attach tag is continuously available in the form of a stapler or tacks. Purchaser shall also provide a clear plastic covering for such tickets such as a "sandwich bag" during periods of inclement weather. For each load observed by County that has left loading area as defined by County without a load ticket, \$100.00 will be added to final billing.**

2. The truck driver shall sign the receipts for a given load of logs and retain the first copy of the receipts during transit of logs from the sale area to the point of log scaling. At the point of log scaling, the truck driver shall give this receipt to the third party log scaler.
3. The second copy of the Truck Load Receipts is to be retained in the bound form of the receipt book and kept until each book of receipts has been used, at which time such books, including the receipt copies, are to be given to County as directed by County.
4. The Load Number Tag, which is attached in the receipt book to each set of receipts, shall be securely attached to the front end of the logs of the load for which a receipt has been prepared. To the extent possible, this Load Number Tag shall be attached to the left front wing log of the load, so as the entire tag will be visible to a vehicle approaching the truck while in transit.
5. Purchaser shall account for each and every serially numbered log load receipt, and shall pay damages to County for all log load receipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the 10 largest loads of logs scaled from the timber sale area, charged at the highest species rate.

SECTION 8. LOG SCALING AND ACCOUNTABILITY OF SCALE

A. All merchantable logs ("designated timber" under Section 6, Exhibit B of Special Provisions) from the timber sold under terms of this contract are to be scaled in accordance with the following instructions:

1. County will accept scaling done by the Columbia River, Mountain Western, Pacific, Northwest, or Yamhill log scaling and grading bureaus. Scaling by other parties or individuals will be accepted only with the prior consent of County.
2. Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.
3. Purchaser shall provide that the scaling of logs be performed in such a manner as to secure for County a current and accurate accounting of log volume removed from the timber sale area. All costs of scaling and all costs in connection with reports furnished to County shall be paid by Purchaser.

B. Purchaser shall furnish County evidence prior to log hauling from the sale area that instructions have been given as follows:

1. To Truck Drivers: To surrender Truck Load Receipts to third party log scaler. Any mule train log loads shall have 2 tickets (one for each trailer).
2. To Scaler: To enter the Truck Load Receipt Number on the accompanying log Scale Tickets, and to attach the Truck Load receipt to the Log Scale Tickets.
3. To Log Scaling Bureaus: To deliver to County copies of the log scale tickets as frequently as possible, but not less than once per week, and to deliver to County copies of Bureau Certificates as frequently as they become available.
4. Scaling Instructions: Purchaser agrees that County shall provide instructions to the approved third-party scaling organization for the scaling practices to be used

for timber removed from the timber sale area. Instructions shall conform to the terms of this contract, including special scales as necessary. Purchaser shall acknowledge and sign such instructions and shall be provided a copy.

5. Special Scaling Instructions: Segment scaling or grading of logs in excess of 40 feet in gross scaling length shall use actual taper. Procedures are set forth in "Segment Scaling and Grading of Long Logs - All Species - Oregon State Forestry Department Scaling Instructions".
6. Adjust Scaling Diameters and Lengths: (pencil buck) according to Westside "Oregon State Forestry Department Special Service Scaling Instructions". Any conifer log having a gross scaling diameter of less than 6" shall be pencil bucked for the purpose of determining the volume and grade of the log. For the purpose of this contract, to pencil buck shall mean the procedure of determining where the contract specified minimum diameter occurs on a log presented with a scaling end less than the contract specification, and determining the scaling length to that point. An example would be where the contract minimum is 6 inches and a log is presented with a 3 inch scaling diameter, the log is scaled as if the portion from the 3 inch end to where the log becomes 6 inches in diameter does not exist.
7. Logs Damaged During Handling: Mechanical damage to logs shall be prevented during log loading, unloading, and rollout. Deductions for damage occurring during these operations shall not be allowed.
8. Add-Back Volume: Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area shall not be allowed in determining net volume. Volume of material deteriorated due to delay in removal shall be reported to County and paid for at the contract price. Cost for separate reports shall be paid by Purchaser.
9. Measurement by Weight: For conifer logs less than 20 board feet and utility (pulp) conifer logs to be removed at the ton price shown in Section 2 of Exhibit B, Special Provisions, and all hardwood logs. The scales shall be State certified and sealed. The gross weight and the truck tare weight for each load shall be machine printed on the weight ticket. Scale operator shall enter the Truck Load Receipt Number on the accompanying Weight Scale Ticket, and attach the Truck Load receipt to the Weight Scale Ticket. Purchaser shall furnish these tickets to County as frequently as possible, but not less than once per week. County may approve the use of converting factors or special scaling procedures to accommodate removal of certain wood products.
10. For logs removed from sale area and not receiving approved scale as shown and required in Section 8 (A) County may at its discretion bill Purchaser triple the rate as specified in Section 2 of this contract.

SECTION 9. LOG BRANDING AND MARKING

A. All County timber originating from County timber sales shall be painted and branded with an assigned and registered brand before removal from the loading area as defined by County. Unless prevented by the size or condition of the wood, one end of all logs originating from County timber sales shall be hammer branded and one end shall be painted with a paint type and color determined by the County Forester and provided by Purchaser.

B. If properly marked County timber is subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded with a County brand specifically used for this purpose and signifying the unprocessed timber is County timber ineligible for export. The County Forester's export restriction branding hammers can be obtained from the County Forester upon request.

C. Purchaser shall not have branding hammers on the timber sale area other than those issued by County in accordance with this section.

D. Purchaser shall be responsible for keeping secure and returning such brands to County within 30 days of completion of logging. County may charge Purchaser the sum of \$100.00 for any brand which is not returned for any reason.

SECTION 10. FELLING

A. Purchaser shall comply with the following requirement for felling:

1. Fell all trees and snags (except as designated for wildlife in Section 31 of Exhibit B, Special Provisions) which are 15 feet or more in height. This requirement also applies to brushy species such as vine maple, cascara, cherry, and willow.
2. Maximum stump height shall be 12 inches or 50% of stump diameter, whichever is greater. Heights will be measured on the uphill side.
3. Trees shall not be felled across timber sale boundaries unless authorized in writing by County. Any trees that fall across sale boundaries shall be yarded back into the sale area prior to limbing or bucking.
4. Flaggers/traffic control will be required during falling operations near roadways. Curry County Road Department may be available for flagging. If not, Purchaser will be credited \$1,200.00 per day for flagging when required for up to 10 days.

B. Purchaser shall employ the following timber cutting practices on the sale area(s), unless otherwise approved by County:

1. Trees shall be felled to the longest lay, using the necessary means (wedging, jacking, etc.,) favoring a quartering uphill lead.
2. Trees shall not be felled across draws, over ridges, or across previously felled trees.
3. Trees that cannot be controlled into desired felling patterns (snags, rotten-butted trees, heavy leaners, etc.,) shall be felled first and the direction of subsequently felled timber corrected accordingly.
4. Felling shall be done in a way as to comply with the intent of OAR 629-630-0600 (Felling: removal of slash).
5. Trees felled by mechanical means will be restricted to allowable ground based yarding areas and time periods unless authorized by County in writing.

SECTION 11. BUCKING

Prior to yarding, all merchantable tree segments are to be bucked in such a manner as to utilize the total length of such segments to the nearest one foot in merchantable length. "Long-butting" of sound logs will not be permitted. Flush cutting of log ends will not exceed 6 inches.

Merchantable trees greater than 2 long log lengths (up to 40' each + trim) plus a top less than 8" in diameter shall be bucked so as not to exceed the fore mentioned restriction. This will include those felled by mechanical means unless specifically waived by County in written form.

Examples: A 2 ½ log tree + top would need one long log bucked off as would a 3 log tree. A 4 log tree would need 2 long log lengths bucked off as either 2 long logs or 1 segment containing 2 long logs. A 5 log tree would need to be bucked so no segment exceeds 2 long logs + a top less than 8" diameter. Any waiver to the above will be required to be in written form (letter, text, or email) from County Forester.

SECTION 12. YARDING

A. Ground yarding will be permitted during dry weather periods from May 15 to October 15 on those areas where slopes average less than 30% unless otherwise approved in writing by County Forester.

B. All trees, except snags, which are 10" or larger at stump height shall be yarded to landing areas. Trees shall be yarded with tops left attached to the top log and prior to limbing operations (operator may do such limbing as necessary to facilitate bucking). Yarding is to be done in such a way as to minimize breakage. Purchaser shall buck felled timber prior to yarding in order to accomplish this goal. If Purchaser chooses to "shovel log" those portions of the sale area where permitted, logging slash shall be shovel piled on the unit concurrently with logging at direction of County. Purchaser shall suspend ground yarding operations during periods of high soil moisture as determined by County. Skidder or dozer logging not permitted.

C. Cable yarding will be required on those areas where slopes average more than 30% and on the entire unit if logged during wet weather. Logs shall have at least one end suspended when yarding through the Harvest Area. "Lift trees" may be necessary to log some portions of the harvest area and to comply with the requirements of OAR 629-630-0700 (Yarding; Cable equipment Near Waters of the State).

D. All trees, except snags, which are 10" or larger at stump height shall be yarded to landing areas. Trees shall be yarded with tops left attached to the top log and prior to limbing operations (operator may do such limbing as necessary to facilitate bucking). Yarding is to be done in such a way as to minimize breakage. Purchaser shall buck felled timber prior to yarding in order to accomplish this goal.

E. If tailhold trees or guyline trees outside of the timber sale area are necessary to facilitate yarding operations, Purchaser must acquire written approval from County prior to their use. Upon approval, clearly mark each tree and take precautions to prevent damage to said trees including, but not limited to:

1. Using trees near the timber sale boundary that can be felled and yarded without causing damage to reserved timber.
2. Using tree plates, tires, or other suitable materials between cable straps and the tree to prevent scarring the tree.
3. Limiting notching of the tree – to prevent strap slippage – to less than 25 percent of the circumference of the tree, unless the tree has been approved to be cut and removed.

F. EXCEPTION TO YARDING REQUIREMENTS: County may designate material to be left as necessary to meet the requirements of ORS 527.676 ("Downed Logs").

SECTION 13. FIRE EQUIPMENT

During closed fire season, Purchaser shall provide an engine with a 1,000 gallon capacity, 2,000 feet of fire hose (1,000' of 1" and 1,000' of 1 1/2"), one gated wye valve, and two adjustable nozzles in constant readiness on the sale area. The engine must be self-filling and be able to travel fully loaded, under its own power, on all truck roads providing access to or within the sale area. Such equipment shall be credited toward requirements of OAR 629-043-0020 for water supply, hose, and nozzle. In addition to complying with the requirements of the Industrial Fire Protection Level systems, operator shall cease operation of all power driven equipment when relative humidity is less than 35%.

SECTION 14. TREATMENT OF SLASH

All landing/shovel piles shall be placed in stable locations, away from standing timber and public roads (200' minimum) at direction of County. Piles shall be tight and free of earth. **If Purchaser chooses "woody biomass removal option":** All landing/shovel piles shall be removed from the timber sale area either by grinding and hauling or loading and hauling slash to a remote location for further processing. Ground operations under this option are subject to the same restrictions (soil moisture and slope) as ground yarding (Section 12). Note: "Slash" does not include any logs for which a price has been established under Section 2 of Exhibit B, Special Provision. Woody Biomass removal operations which employ ground based equipment to process/haul slash piles which are not located along roads and landings which have been surfaced for wet weather hauling, are only permitted during dry weather periods from May 15 to October 15 and are limited to slopes less than 30%.

SECTION 15. ADDITIONAL TIMBER

Additional timber may be designated for cutting and removal under terms of this contract, subject to the following:

- A. County will permit the addition of timber upon request from Purchaser where it can be shown to be necessary to the required performance of other provisions of this contract.
- B. County and Purchaser may agree to the addition of timber as necessary to:
 - 1. Salvage nearby damaged timber.
 - 2. Effectively implement modifications in details as provided for under Section 26 of Exhibit A, Standard Provisions.

Such additional timber will be sold at the purchase prices stated in Section 2 of Exhibit B, Special Provisions, unless a specific difference in the quality or logging cost of the added timber warrants an adjustment in the purchase price. If the added timber warrants an adjustment in purchase price, Purchaser and County shall negotiate an appropriate purchase price applicable to the added timber.

SECTION 16. SPECIAL PRODUCTS

Purchaser shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special products manufacturing on the sale area without prior written approval of County. Special products are any products not in log form manufactured from material having a price under the contract.

SECTION 17. ACCESS ROAD - ROAD MAINTENANCE

The timber sale areas will be accessed as follows: The existing Airport County Road. New construction of temporary road segments will be required to access the sale area. This is a "dry weather" sale. Purchaser may operate under wet conditions with written approval, but under no circumstance shall Purchaser allow mud or dirt to be tracked onto paved roadways. If this occurs Purchaser shall immediately clean roadways.

A. For the purposes of this provision, "access road" shall apply to those roads from their junction with Airport Road to their ends. Roads shall be placed as near as possible to routes indicated on Exhibit C. Location will be flagged if needed.

B. During Purchaser's use hereunder, including use for "woody biomass removal" operations, Purchaser shall perform or contribute to the performance of road grading of the access road as may be necessary to maintain the road surface in its original condition. Such grading shall be done in that proportion which Purchaser's use of this road segment is to the total commercial use of the segment.

C. Upon completion of use of this segment, Purchaser shall grade the road surface to a smooth condition and clean ditches and culverts as directed by County and/or, waterbar, barricade and perform erosion control at direction of County.

D. Purchaser shall be responsible for the repair and cost of any specific damage done to the access roads as may be caused by Purchaser's operations including rock replacement. Purchaser shall not use rock road segments within or near the sale boundaries as a landing/platform or daily thoroughfare for the yarder, loader, delimber, dozer, or any other similar piece of equipment during the logging operation without written permission of County.

SECTION 18. SPUR ROADS

Purchaser may construct additional spur roads and landings as necessary within the Harvest Unit. The location of such shall be subject to prior approval by County. If wet weather operation (Section 23) is planned, all rock will be furnished at Purchaser's expense unless otherwise approved by County in written form (letter, text, or email).

SECTION 19. ROAD CONSTRUCTION SPECIFICATIONS – N/A

SECTION 20. CULVERTS – INSTALLATION AND OTHER DRAINAGE

A. Furnish and install culverts as needed on roads identified on Exhibit C. County will credit Purchaser at the following rates for culvert and installation combined.

12" \$19.00 per linear foot.

18" \$25.00 per linear foot.

24" \$34.00 per linear foot.

B. Actual positioning of culverts shall be such as to best serve the natural drainage tendencies of the general "P" line locations.

C. Culverts shall be bedded, and adjacent fill dirt compacted so as to prevent displacement in the alignment of the culvert after culvert fill is completed.

- D. County may require that culverts be removed and re-installed, if culvert shows serious displacement in alignment after installation.
- E. Culverts shall have a minimum of one foot of fill over the culverts; or a minimum amount of fill equal to 1/2 the culvert diameter for culverts over 24" in diameter.
- F. Culvert shall consist of galvanized corrugated steel pipe or double walled P.V.C. (for culverts 36" or less).
- G. Culverts shall be a minimum of 18" in diameter unless otherwise specified by County.
- H. Minimum gauges shall be:
- 12" to 24" Dia.: 16 gauge
- 30" to 36" Dia.: 14 gauge
- I. Construct "ditch-outs" when feasible in locations that are favorable for relief of excessive ditch flow. Such locations will not allow excess to flow directly into waters of the State.

SECTION 21. ROAD MAINTENANCE ROCK -- N/A

SECTION 22. ROAD ROCK SPECIFICATIONS AND DISTRIBUTION -- N/A

SECTION 23. WET WEATHER OPERATION -- N/A

SECTION 24. BARRICADES

Purchaser shall barricade and rip any fire trails, skid trails, or roads upon completion of use at direction of County. Such work shall be constructed as necessary to prevent future vehicular entry.

SECTION 25. PROJECTS - LOCATION

Purchaser shall perform and complete the projects listed hereunder in accordance with the specifications set forth in this contract and instructions pertaining thereto from County. The locations of the projects are shown on Exhibit C, Harvest Unit Location Map, or otherwise specified. All materials shall be furnished by Purchaser unless otherwise specified.

SECTION 26. PAYMENT OF CREDITS

A. In the event that credits become due either County or Purchaser as a consequence of modifications of contract details, payment for such credit shall be accounted for by means of an adjustment in the last installment payment due on this contract.

B. County shall be entitled to a credit for any project work which is not completed by Purchaser, where the value of such project work was used in a determination of the original minimum acceptable bid. Such incomplete work shall be valued at the original appraised values used by County.

SECTION 27. CLEANING OF LOGGING EQUIPMENT

To help prevent the spread of noxious weeds, Purchaser and/or its operators must thoroughly wash logging equipment prior to entering County Forest lands.

SECTION 28. ADJACENT PROPERTY

Private property and Oregon Department of Transportation on all sides. Purchaser or its subcontractors shall not enter other properties without written permission from land owners.

SECTION 29. PROTECTION OF PROPERTY CORNERS

Purchaser shall take care not to damage property corners which are identified on Exhibit C, Harvest Unit Location Map, and flagged on the ground.

SECTION 30. PROTECTION OF STREAMS AND WETLANDS

A "Written Plan" will be submitted for protection of streams adjacent to or running through the Harvest Unit. Purchaser shall at its own expense, comply with any and all provisions of the "Written Plan" (see Exhibit D) and any other requirements of the Oregon Forest Practices Act which may be in effect at the time of harvest. Purchaser shall be responsible for any and all penalties including but not limited to: fines, civil penalties and/or costs of corrective actions imposed under ORS 527.990 and 527.992 for non-compliance with any Forest Practices rules in effect at the time of harvest.

SECTION 31. WILDLIFE TREES AND SNAGS

Wildlife trees/snags, whether located singly or in clumps, and which are inside the posted unit boundary are painted on at least two sides with a yellow "W". Such trees are to be protected during the logging operation.

SECTION 32. HAZARDOUS SUBSTANCES AND SPILL RESPONSIBILITIES

A. "Environmental Laws" means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC §2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

"Hazardous Substances" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by environmental laws.

B. Purchaser will be held responsible for any and all releases of environmental pollution during performance of the contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Purchaser agrees to promptly dispose of such spills or leaks to the satisfaction of the County Forester and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the County. Further, Purchaser shall at all material times hereto, including after termination of this Contract, where applicable, comply with all federal, state, local laws or regulations including, but not limited to, all environmental laws.

C. Purchaser shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of time, related to or arising out of a spill, release, discharge, or leak of (or from)

any environmental pollutant or hazardous substance or material. Nothing in this section shall limit Purchaser's liability or responsibility under Section 26 of Exhibit A, Standard Provisions, "Insurance" of this contract.

D. Purchaser shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances and in ORS 466.605 or OAR 340-142-0050 for petroleum products. Upon discovery, regardless of quantity, Purchaser must telephonically report all releases to the County Forester. A written follow-up report shall be submitted to the County Forester within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

1. Description of items released (identity, quantity, and all other documentation required by law);
2. Whether amount of items released is EPA/DEQ reportable, and if so, when it was reported;
3. Exact time and location of release, including a description of the area involved;
4. Containment procedures initiated;
5. Summary of communications about the release Purchaser has had with members of the press, or State or County officials other than the County Forester;
6. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue; and
7. Personal injuries or property damage, if any, resulting from, or aggravated by, the release.

SECTION 33. INDEMNIFICATION

Except to the extent caused by the gross negligence or willful misconduct of County, Purchaser agrees to indemnify, defend and hold County harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resources damages) that may be imposed on or incurred by or asserted against County by reason of any of the following occurrences during the term:

1. Any work or thing done, in, on, or about all or any part of the Premises by Purchaser or any party other than County.
2. Any negligence on the part of Purchaser or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;
3. Any accident, injury, or damage to any person or property occurring in, on, or about the Premises, even if caused in part by the negligence of County, but only up to the limits of Purchaser's liability insurance coverage with respect to any such negligence of County; and
4. Any failure of Purchaser to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Contract requires Purchaser to comply with or to perform, including without limitation Purchaser's compliance with the Legal

Requirements and the release of Hazardous Substances in violation of environmental laws.

This Section 33 will survive the termination or revocation of this Contract.

Exhibit "C"

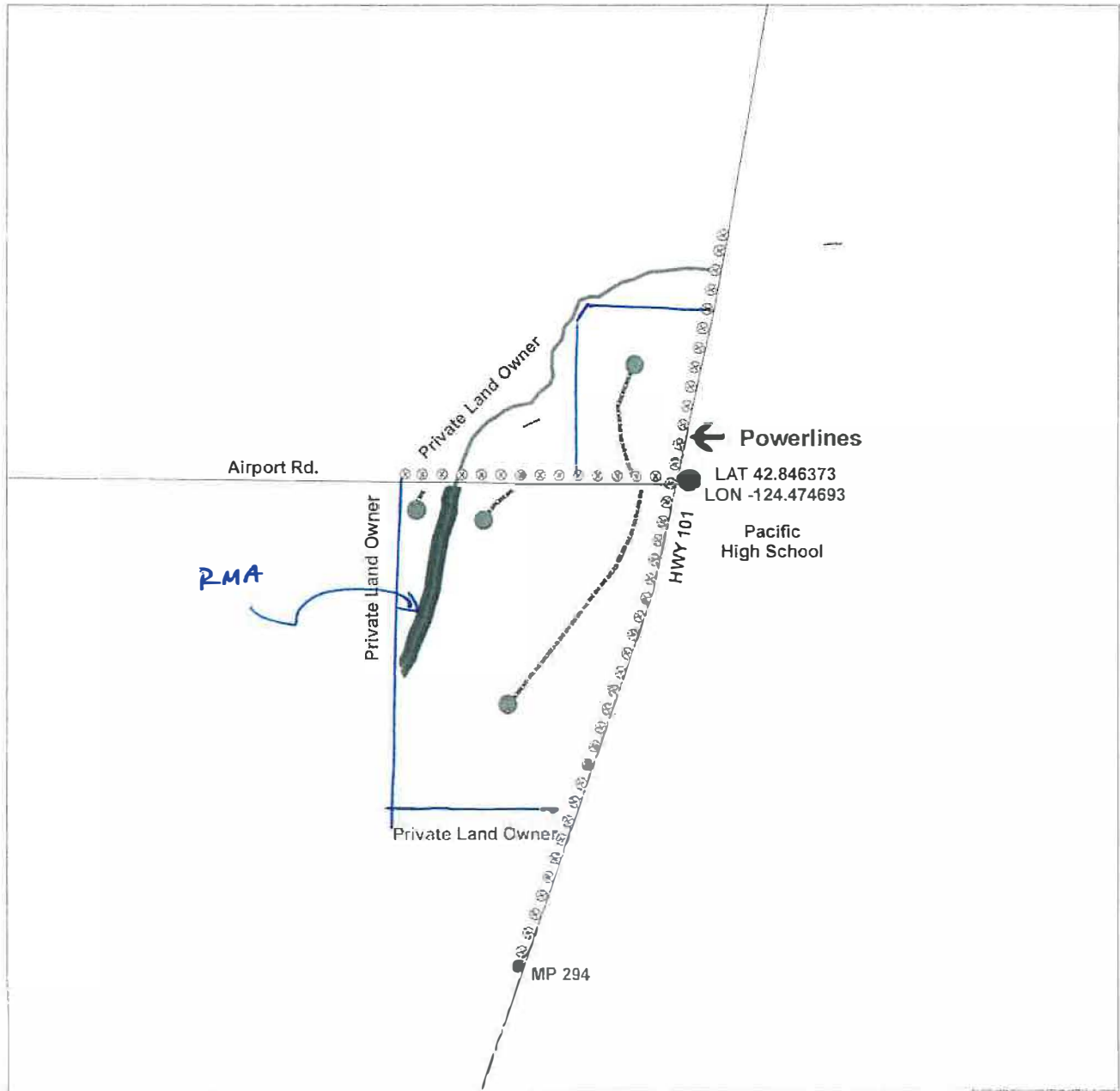
Harvest Unit Location Map

Page 4-4

Curry County Timber Sale No. CC-1-22
 Harvest Area: Approximate Acres- 31
 Location: Portions of Sec 33 T31S R15W



All Proposed Road Locations are Approximate

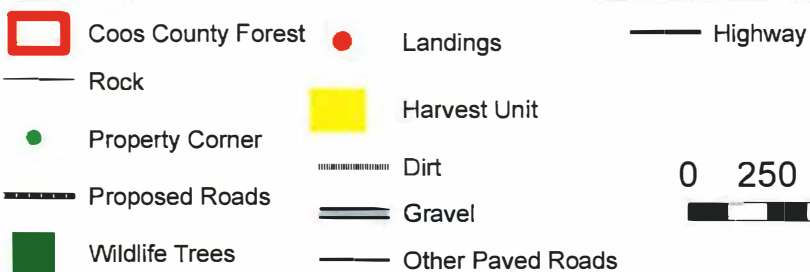
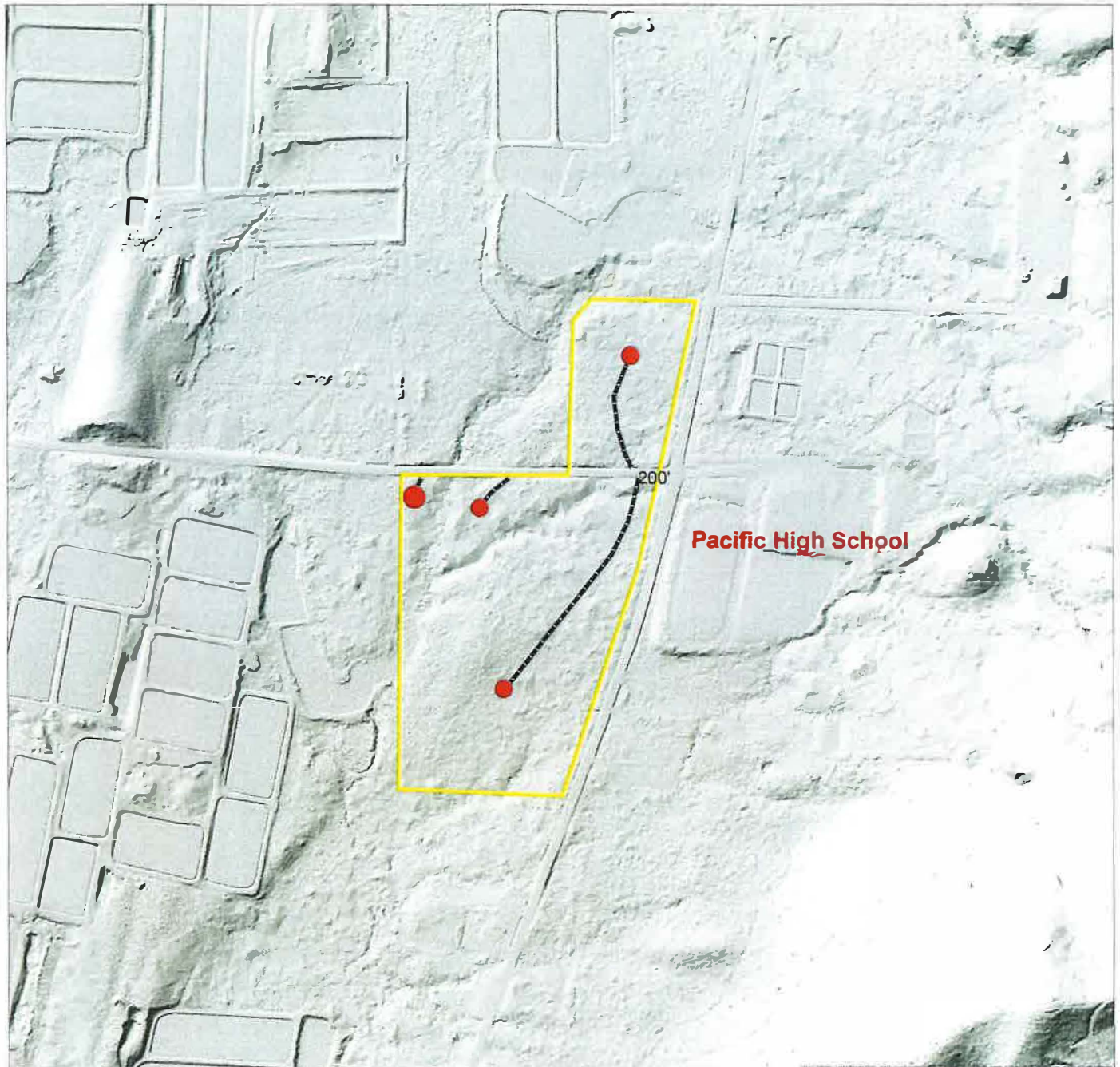


Curry County Timber Sale

Approximate Acres- 31



All Proposed Road Locations are Approximate



Curry County Timber Sale



Approximate Acres- 31

All Proposed Road Locations are Approximate



- Coos County Forest
- Landings
- Highway
- Rock
- Harvest Unit
- Property Corner
- Proposed Roads
- Wildlife Trees
- Dirt
- Gravel
- Other Paved Roads

0 250 500 1,000 Feet

After recording, return to Grantee
and send tax statements to:
Curry County Legal Department
94235 Moore Street #123
Gold Beach, OR 97444



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



With a copy to Grantor:
Oregon Parks and Recreation Department
Attn: Property Unit
725 Summer Street NE
Salem, OR 97301

STATUTORY BARGAIN AND SALE DEED
(ORS 93.860)

State of Oregon, acting by and through the Oregon Parks and Recreation Commission on behalf of the Oregon Parks and Recreation Department, Grantor, conveys to Curry County, a political subdivision of the State of Oregon, Grantee, subject to the reservations and restrictions set forth below, the following described real property (Property):

A parcel of land lying in the SENE and the NESE of Section 33, Township 31 South, Range 15 West, W.M., Curry County, Oregon and being that property described in that deed to the State of Oregon, recorded in Curry County Book of Deeds, Volume 22, Page 186.

The true consideration for this conveyance consists solely of the exchange of other property.

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

SIGNATURE PAGE TO FOLLOW

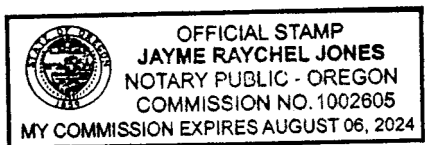
Dated this 21st day of December, 2020

State of Oregon, acting by and through the Oregon
Parks and Recreation Commission on behalf of the
Oregon Parks and Recreation Department

By: [Signature]
Name: Lisa Sumption
Title: Director

STATE of OREGON)
) ss
COUNTY of MARION)

This instrument was acknowledged before me on December 21, 2020
by Lisa Sumption, as Director of the Oregon Parks and Recreation Department.



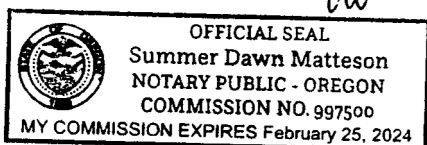
[Signature]
Notary Public for Oregon
My Commission Expires: August 06, 2024

CURRY COUNTY approves and accepts this conveyance in accordance with ORS 93.808.

By: [Signature]
Name: Commissioner Christopher Paasch
Title: Commissioner

STATE of OREGON)
) ss
COUNTY of CURRY)

This instrument was acknowledged before me on December 29, 2020
by CHRISTOPHER PAASCH, as COMMISSIONER of Curry County.



[Signature]

FEB 25, 2024
Notary Public for Oregon
My Commission Expires:

**CERTIFICATE OF APPROVAL OF CONVEYANCE
(ORS 93.808)**

Curry County, a Political Subdivision of the State of Oregon, hereby approves and accepts, pursuant to ORS 93.808, the conveyance by statutory bargain and sale deed from the State of Oregon of the real property described in the deed to which this Certificate is attached.

GRANTEE: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON

By: _____

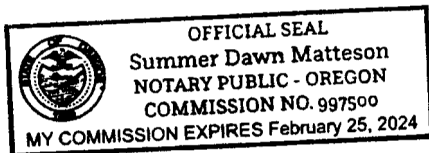
Christopher Paasch, Chair Curry County Board of Commissioners

State of Oregon)

) ss

County of Curry)

This instrument was acknowledged before me on December 29 2020, by Christopher Paasch, acting as Chair of Board of Commissioners for Curry County.



Notary Public of Oregon

My Commission Expires : 2, 25, 2024

My Commission Expires : 2, 25, 2024

(Additional signature page to follow)

CERTIFICATE OF APPROVAL OF CONVEYANCE
(ORS 93.808)
p. 2 of 2

By:

 12-23-20
Court Boice, Vice Chair, Curry County Board of Commissioners

State of Oregon

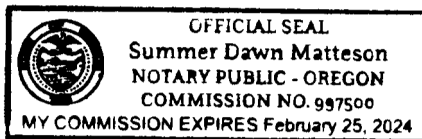
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ss

County of Curry

)

This instrument was acknowledged before me on December 23 2020, by Court Boice, acting as Vice Chair for Board of Commissioners for Curry County.

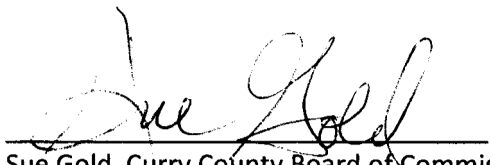



Notary Public of Oregon

My Commission Expires: 2/25/2024

My Commission Expires: 2/25/2024

By:


Sue Gold, Curry County Board of Commissioners

State of Oregon

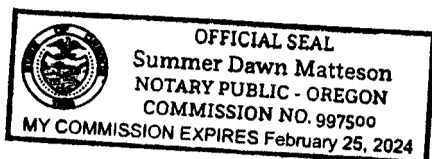
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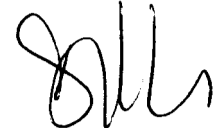
ss

County of Curry

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This instrument was acknowledged before me on December 23 2020, by Sue Gold, acting as Commissioner for Board of Commissioners for Curry County.




Notary Public of Oregon

My Commission Expires: 2/25/2024

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Section 3.200. Public Facilities Zone (PF).

Purpose of Classification. The PF zone is applied to publicly and privately owned areas for the development or maintenance of needed public facilities and services. *(Amended December 6, 2011, Ordinance 11-03)*

Section 3.201. Uses Permitted Outright.

The following uses and their accessory uses are permitted outright:

1. Public schools, and nursery or day care center when located within an urban growth boundary. *(Amended December 6, 2011, Ordinance 11-03)*
2. Public parks or recreational facilities.
3. Public utilities and/or service facilities.
4. Government structures, offices or uses.
5. Public parking lots or parking buildings when accessory to a permitted use.
6. Community centers.
7. Cemeteries.
8. Expansion of airport hangars and related buildings.
9. Disposal of dredge spoils on sites described in permits issued by Federal and/or State governmental agencies.
10. Repair or modification of an existing use listed above which is located in a rural area outside of an urban growth boundary. *(Amended December 6, 2011, Ordinance 11-03)*
11. Transportation Improvements. *(Amended December 6, 2011, Ordinance 11-03)*

Section 3.202. Conditional Uses Subject to Administrative Approval by the Director.

The following uses may be allowed provided a land use application is submitted pursuant to Section 2.060 and the Planning Director approves the proposed use based upon relevant standards for review in this ordinance. Numbers in parenthesis following the uses indicate the standards described in Section 7.040 that must be met to approve the use. *(Amended December 6, 2011, Ordinance 11-03)*

1. Single family dwelling or manufactured home which is subordinate and accessory to a permitted use.
2. Trailer, camping or recreational vehicle temporarily used as a residence during construction of a permitted use or to temporarily provide watchman security for material that cannot be reasonably stored in an established commercial storage facility.

3. One manufactured home in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative of the resident.(17)
4. Television, microwave, and radio communication facilities and transmission antenna towers. (5)
5. A temporary or modular office as allowed by the Uniform Building Code.
6. A nongovernmental business or professional office conducted in a public building or on land leased from the public.
7. The construction or establishment of any new public or private structure or facility such as those listed as outright uses which would not create an urban use in a rural area.
NOTE: The addition of structures or buildings that are located within the general vicinity of the existing use or are an integral part of the existing use are deemed not to be an urban use (i.e. additions to rural schools, park related buildings within existing parks, etc.).
8. The construction or establishment of any new public or private structure or facility related to or associated with any of the outright uses or structures described in Section 3.201 that would create an urban use in a rural area and does not adversely affect any adjacent resource lands.
9. Uses accessory or incidental to transportation improvements, including permanent maintenance yards, permanent storage of equipment and non-aggregate materials, weigh stations, rest areas and surface mining, processing and storage of aggregate or minerals as defined in ORS 517.750. (1, 9, 10 – as applicable). (Amended December 6, 2011, Ordinance 11-03)

NOTE: If review of a conditional use request under this Section indicates that the proposed use or activity is inconsistent with the Transportation System Plan, the procedure for a plan amendment shall be undertaken prior to or in conjunction with the conditional use permit review.

Section 3.203. Lot Size and Dwelling Density.

Except as provided in Section 5.030 and 5.040 parcels created within this zone and dwellings sited shall meet the following standards: (Amended December 6, 2011, Ordinance 11-03)

1. Provide the minimum impact on the surrounding agricultural or forest use;
2. Be of the minimum parcel size or number of dwellings necessary to fulfill the need; and
3. The minimum lot size shall be as large as necessary for proper installation and operation of water supply and sewage disposal systems.

Section 3.204. Set-Backs.

See Article IV.

Section 3.205. Height of Buildings.

See Article IV.

Section 3.206. Off-Street Parking and Loading.

See Article IV.

RC

PF

Pacific High School Rd

3115

Hwy 101

1/25/2024
Ashley L. Moore
Airport Rd. Resident
541-285-3070

Proposal

Future Usage of Curry Property Located at Airport Rd. and HWY 101

In this proposal, I will be highlighting two main components:

- 1.) Teacher housing in association with the 2cj School District
- 2.) Restoration vs Reforestation of the Land with educational outreach for students with possible future trails/interpretive walkway

When considering what to propose with the County land located at HWY 101 and Airport Road, we must first discuss what is legal or even possible. Many viable options were ripped away and absolutely destroyed with the previous Commissioner's decision to destroy first and come up with a plan later. We are now left with more limited options as well as a disgruntled populous.

Moving forward, I have done extensive research into what can be done logistically and realistically and I would like to present what I believe is a good solution for both the County and the residents of North Curry.

Background Information:

As you know, two separate areas of the same parcel were clear-cut: one to the South of Airport Road which is close to 25 acres, and a much smaller area to the North which is roughly five acres. These two sections will be addressed as the North Section and the South Section proceeding forward.

Zoning of the Airport Road property is set as "Public Facility" (*Section 3.2000 Public Facilities Zone*) which does carry some limitations with it. A Public park or recreation facility, public utilities, government structures, public parking lot, community center, and cemeteries are among what is permitted outright.

This zoning, along with septic concerns, will limit some of the wonderful as well as outlandish ideas that community members have had over the past several months, but I will discuss that at the end of the proposal.

DEQ (Department of Environmental Quality) is strict about what kind of septic systems are allowed in certain areas. The South Section includes a marshy wetland-type area which puts huge restrictions on that land as far as approving a septic. There is also an active stream through this property which makes the setbacks extend even further. As an expert in the septic industry, I know a very large, commercial septic system would be required for many of the grand ideas put forward and obtaining DEQ approval for this would be difficult if not impossible.

The North Section would be better suited for a septic as the creek doesn't run through this portion and the wetland may not extend to this smaller section either.

Another contributing factor for our citizens to keep in mind when deciding what to do with this property, is that our county is in a grave deficit: somewhere in the realm of 3 to 4 million dollars, obviously restricting how much the County can contribute to this project.

As a firefighter of over 20 years, gorse is absolutely on my mind in this project. It is on the minds of anyone who lives within five miles of the clearcut. And it is on the minds of the voters in this area. Wildfires are not going anywhere anytime soon as this past summer has shown us, and gorse is one of the hottest burning, quickest to spread type of wildfires I have ever experienced. The danger of gorse is overwhelming, let alone the detrimental environmental impacts that this noxious plant poses. We MUST be diligent in keeping the gorse down to protect the environment and to protect the citizens of the Sixes District and beyond.

Our utmost priority in all of this, however, and what should be an easy decision for you, is the future safety, needs and welfare of our children. This property is maybe 100 yards from Pacific High School and we have a staunch responsibility to protect them and make sure that absolutely everything we do regarding this decision is in their best interest. This decision-your decision- will affect them in some way or another, exactly how is up to you. We should all elevate this fact and keep it at the forefront of our minds as we proceed forward with these ideas.

Presentation:

For this presentation, I will be going over:

1. Bare requirements of the County for this property
2. Two separate ideas for the South Section and the North Section
 - South Section: Restoration vs. Reforestation with future possibility of walkway/trail
 - North Section: Affordable Teacher Housing
3. The rough estimate of costs to the County for these proposed ideas
4. The timeline in which they could be completed

1.) Requirements of the County (as the property sits right now) are governed by the Oregon Department of Forestry (ODF). If there is no “land use conversion” filed with ODF, then the County has a maximum of two years from when the trees started hitting the ground to get that land reforested. Within six years, the trees that are replanted have to be in a “free to grow status” which means they are freely growing above the shrub/brush line and no longer in need of human intervention to continue their growth. The clock for these deadlines started ticking the day the first tree hit the ground. This leaves you with:

- Fall 2025 Deadline for Replanting
- Fall 2029 Replanted Trees in a “Free to Grow” Status

2.) After speaking to countless neighbors and concerned citizens as well as no less than eight local agencies and the 2cj school district, I know we must come up with a proposal for both the North Section and the South Section. Hopefully your choice will benefit a disgruntled community with minimal extra cost to the County.

For the much larger and marshy South Section, there has been an overwhelming voice from the community that “we just want our trees back.” We rely on this area economically as it is part of the Oregon Scenic Byway and at the start of where thousands of tourists flock to Blacklock and Floras Lake State Natural Area every year for the beautiful hikes and views. This has put a giant eyesore for our visitors as well as our local residents.

I propose that instead of simply “replanting” this area, we restore the natural habitat that was flourishing.

There is a huge opportunity waiting here for our young people to show them not only what NOT to do, but also teach them how to repair the creek area, restore a wetland and bring back wildlife, and how to plant a diverse crop of trees to include Fir, Pine, Port Orford Cedar, Hemlock and other native species.

This environment would facilitate gaining new skills for anyone wanting to go into forestry or conservation. I understand the OSU extension may also be interested (with the other agencies already involved) in such an endeavor to help teach our young people. The future possibilities for an interpretive walkway or jogging trail for our students would keep the benefits of this land going for years and years to come.

Simply reforestation, which is the *minimum* requirement of the County, is only planting a monocrop of trees that fit into the regulations of ODF which doesn’t do much for the habitat that had been there and does nothing for the rehabilitation of the creek or wetland area. Moving toward restoration is what would benefit the habitat in that area the most as well as provide invaluable insight and knowledge to our young students.

To restore instead of simply reforest this property is what the neighbors are asking for. It will benefit and enlighten our young students while restoring a rural area that is travelled annually because of its rugged, *forested* beauty. ODF has stated we would need to file for an alternate practice in order to do this, which is simple matter of paperwork.

Moving on to the much smaller North Section, I have been in extensive talks with the Principal and the Superintendent of the 2cj School District and I believe we have come up with a plan that would most benefit the district and more importantly, our students. Last year, our district hired 4 teachers who all accepted positions- and then had to turn them down- because they could not find housing in our area.

Depending on DEQ, I believe that 3 to 4 units for housing could be placed on this smaller plot of land. The school district could lease this property for \$1.00 for 100 years or whichever terms are set forth from the County for this sole purpose of employee housing. The school district would not seek to profit from this housing, as it would be offering affordable living for school district employees only and the rent taken would be put back into upkeep and maintenance of the buildings etc. If an employee quits or is fired or retired, they will be required to vacate the building to make room for another district employee. Our students are suffering and our educators are suffering because of this inability to find local housing: 4 teachers missing in a school district our size is a monumental deficit.

I have spoken to three separate organizations and foundations that are interested in funding the housing portion of this proposal for the 2cj school district. I believe several more organizations would be willing to help as well as Oregon's housing crisis continues to grow. A land use conversion would have to go through ODF to achieve this: therefore stopping the tree replanting requirement for the North Section of land. The stumps would have to be removed and then burned. Afterwards, the infrastructure and development could begin under the school district's supervision.

3.) The initial "profit" of the county from this clear-cut was close to \$200,000. From that \$200,000, you are responsible for replanting at a minimum. I have called and garnered rough estimates for these proposed projects and the base requirements for the County as well.

Base Requirement:

- Reforesting/ Burning Slash of both Sections: **\$81,000**

Proposed:

-Restoring wetland, variety of trees/burning slash, gorse removal South Section: \$84,000

-Digging out Stumps and Burning of Stumps on North Section: \$9,500

Total Rough Estimate Requested for proposal on both Sections: **\$93,500**

- Difference from monocrop to accepting proposal: \$12,500

4.) The timeline for these things has already begun to slip away. The proposed timeline for action is below:

- NOW – Ordering of native trees: Doug Fir, Pine, Port Orford Cedar, etc to be planted in the Spring of 2025.
- Summer of 2024 – Have stumps on North Section removed and heaped into existing slash piles; add a section of plastic to all slash piles to help facilitate later burning
- Late Fall of 2024 – Burn all of the slash piles and stump piles, preferably on a non-school day to save our students from the smoke.
- Late Fall of 2024 – After burning, lease the North Section to the 2cj School District so they may begin the district housing project.
- Spring of 2025 – Have the wetland restoration crew and students come in to help rehabilitate the creek and the grounds. Plant the diverse species of trees ordered from the prior year.
- Early Summer of 2026, 2027, 2028, 2029, 2030 – The crew that planted the trees comes in to mechanically remove shrubs from freshly planted trees and spray or remove any gorse that may be springing up. The crew may not need to come out every single year depending on how everything grows, but this is worst case scenario.

I urge the commissioners to use as many local contractors as possible in these endeavors to further involve the local community and provide benefit for the voters of North County.

Conclusion:

1. Teacher Housing in association with the 2cj School District
 2. Restoration vs. Reforestation of the land with educational outreach for students and possible future use of trail/interpretive walkway
- County must pay to replant
 - Base requirement is to replant both sections with a monocrop of trees within 2 years with a cost around \$81,000
 - We have a responsibility to our children and this is a unique opportunity to have organizations and outreaches teach them about restoration and conservation
 - For the South Section, restoring the beautiful watershed and wildlife area near the scenic corridor that draws thousands of tourists every year would cost roughly \$84,000.
 - A unique opportunity to protect our children's welfare by leasing the North Section of land that would allow them to fully staff the district which will enrich our children's lives. Cost of stump removal estimated at \$9,500.
 - The cost difference between doing the bare minimum which will not benefit the County, the School District, the habitat, or any of the residents of North Curry versus the ideas put forth in this proposal is an estimated \$12,500.

Other “Fielded” Ideas

The following is a list of ideas that have been fielded by local residents and researched for their feasibility and issues were found with either the legality of such ideas, the morality, or simple viability.

- Wal Mart, Olive Garden, Hotel to support incoming golf course, strip mall and restaurants. As stated earlier, this is public land owned by the County which means it is owned by the residents, not a private party. If it were private property, the viability of a septic on the marshy land and the zoning of the land would prevent such ideas from becoming reality.
- Casino. Casinos are not allowed to be built within a certain distance of a school and not when bordering residences, which this land is guilty of both.
- YMCA/Day Care facility. Day cares are allowed under the Public Facility Zoning, however we run into the septic issue again. If a septic were to be approved, now funding is a huge issue. As stated earlier the County is millions in debt. Grants are possible but never guaranteed and they come with matching fund requirements. If someone were to be incredibly proactive and spend the next 2 years writing a grant proposal to get this approved, the matching funds are unlikely to be met as well as the eyesore and habitat devastation that the residents of North County will be left with during this time.
- RV Park/ 70 Unit Apartment complex. The zoning prevents both of these from happening and the septic non-viability would be the project killer here as both of these require extremely advanced and spread out multi-stage treatment systems for sewage.
- Swimming Pool, Recreational Facility, Gymnasium for the School. This is a matter of simple funding. It would never get funded, let alone the maintenance for such facilities and the dangers of our young students crossing Highway 101 to get to these building(s) was also of concern.

Thank you for your time and your honest consideration of this very important project for your constituents, the students and the economy of North Curry County.