



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, June 15, 2016 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS

- a. Anyone who would like to be included on the email list for County Public Notices can do so by contacting the Board of Commissioners Office.
- b. Board of Commissioners Special Meeting for the purpose of a public hearing and adopting the 2016-2017 fiscal year Curry County Budget – Wednesday June 22, 2016 at 10:00 a.m.
- c. Summer is here and always economically beneficial to the County. Event calendars and resources not only for those visiting but residents and interested businesses as well are available on TravelCurryCoast.com
- d. Mobile Friendly Videos of these meetings are available on the County website co.Curry.or.us

5. PUBLIC COMMENTS

6. PUBLIC HEARINGS – 10:30 a.m.

- a. 4H & Extension District Budget
- b. CTR Fees
- c. Department Fees

7. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

- a. Curry County and Placement Agency Community Service Placement Agreement – Sheriff (15min)
- b. County Insurance Renewals – CAL/OR Insurance – Counsel (15min)
- c. Approve 2016 Fund Exchange Agreement with ODOT – Roads (3min)
- d. Lobster Creek Caretaker Host Volunteer Agreement – Parks (5min)
- e. Inter-Governmental Agreement For Planning Services Between Curry County and the City of Gold Beach – Community Development (15min)
- f. Fourth Amendment to Transfer Agreement Between Curry County and Curry Community Health – Counsel (5min)

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541-247-3296 if you have questions regarding this notice.

- g. Contract Extension with Change of Language re Hours (with all other terms and conditions to remain the same) for Assistant Legal Counsel, Carlton Law Office, Shala Kudlac – Counsel (5min)
- h. Audit Service Contract, One Year Renewal with Moss-Adams, LLP – Counsel (15min)
- i. Order Authorizing Board to Execute a Non-Commercial Airplane Hangar Lease at the Brookings Airport with George M. Redd, Hangar A-1 purchased from Hosking - Counsel (5min)
- j. New Hire Order for RSVP Director, B. Barker-Hidalgo – Commissioner Brown (5min)
- k. Finance Temporary Pay Increase Retroactive to March 08, 2016 – Commissioner Huxley (5min)

8. RESOLUTIONS/ LEGISLATIVE ACTIONS – Finance (20min)

- a. 2015-16 Budget Resolution for Unbudgeted Specific Purpose Grant, Child Advocacy
- b. 2015-16 Budget Resolution for IGA for Environmental Health Services, Public Health
- c. 2015-16 Budget Resolution for Unbudgeted Specific Purpose Grant – Public Transit
- d. 2015-16 Budget Appropriations Transfers – Multiple Departments

9. NEW BUSINESS

10. OLD BUSINESS

11. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

- a. Community Development May 2016 Activity Report
- b. OSHA Inspection from Risk Manager
- c. Surveyor Monthly Activity Report

12. EXECUTIVE SESSION

13. ADJOURN

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Curry County 4-H & Extension Service District Board of Directors (governing body) will be held on June 15, 2016 at 10:30 a.m. in the Commissioners' Hearing Room, Courthouse Annex, 94235 Moore Street, Gold Beach, Oregon. The purpose of this meeting will be to discuss the budget for the fiscal year beginning July 1, 2016, as approved by the Curry County 4-H & Extension Service District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Curry County OSU Extension Office, 29390 Ellensburg, Gold Beach, Oregon, from 8:00 a.m. to 12:00 p.m., and 1:00 p.m. to 5:00 p.m., Monday through Friday. This budget was prepared on a basis of accounting that is consistent with the basis of accounting used during the preceding year. Major changes, if any, and their effect on the budget, are explained below. This budget is for an Annual Period.

Contact: Eric Dunker, Budget Officer Telephone: 541-737-5991 Email: eric.dunker@oregonstate.edu

| FINANCIAL SUMMARY - RESOURCES | | | |
|---|--------------------------|-------------------------------------|--------------------------------------|
| TOTAL OF ALL FUNDS | Actual Amount 2014-15 | Adopted Budget This Year 2015-16 | Approved Budget Next Year 2016-17 |
| Beginning Fund Balance/Net Working Capital | 540,942 | 496,645 | 497,772 |
| Fees, Licenses, Permits, Fines, Assessments & Other Service Charges | 0 | 0 | 0 |
| Federal, State and All Other Grants, Gifts, Allocations and Donations | 0 | 0 | 0 |
| Revenue from Bonds and Other Debt | 0 | 0 | 0 |
| Interfund Transfers / Internal Service Reimbursements | 0 | 0 | 0 |
| All Other Resources Except Property Taxes | 17,490 | 16,700 | 17,000 |
| Property Taxes Estimated to be Received | 254,730 | 247,863 | 265,549 |
| Total Resources | 813,162 | 761,208 | 780,321 |

| FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION | | | |
|---|----------------|----------------|----------------|
| Personal Services | 0 | 0 | 0 |
| Materials and Services | 317,569 | 284,466 | 485,245 |
| Capital Outlay | 0 | 500 | 500 |
| Debt Service | 0 | 0 | 0 |
| Interfund Transfers | 0 | 0 | 0 |
| Contingencies | 0 | 28,447 | 48,525 |
| Special Payments | 0 | 0 | 0 |
| Unappropriated Ending Balance and Reserved for Future Expenditure | 495,593 | 447,795 | 246,051 |
| Total Requirements | 813,162 | 761,208 | 780,321 |

| FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM * | | | |
|---|----------------|----------------|----------------|
| Name of Organizational Unit or Program FTE for that unit or program | | | |
| Non-Departmental / Non-Program | 813,162 | 761,208 | 780,321 |
| FTE | 0 | 0 | 0 |
| Total Requirements | 813,162 | 761,208 | 780,321 |
| Total FTE | 0 | 0 | 0 |

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *
 No major changes in activities or sources of financing proposed. The district has no paid employees; all activities are carried out through an intergovernmental agreement with Oregon State University Extension Service.

| PROPERTY TAX LEVIES | | | |
|--|------------------------|------------------------|-------------------------|
| | Rate or Amount Imposed | Rate or Amount Imposed | Rate or Amount Approved |
| Permanent Rate Levy (rate limit .1021 per \$1,000) | .1021 | .1021 | .1021 |
| Local Option Levy | 0 | 0 | 0 |
| Levy For General Obligation Bonds | 0 | 0 | 0 |

| STATEMENT OF INDEBTEDNESS | | |
|----------------------------------|--|--|
| LONG TERM DEBT | Estimated Debt Outstanding on July 1. | Estimated Debt Authorized, But Not Incurred on July 1 |
| General Obligation Bonds | \$0 | \$0 |
| Other Bonds | \$0 | \$0 |
| Other Borrowings | \$0 | \$0 |
| Total | \$0 | \$0 |

* If more space is needed to complete any section of this form, insert lines (rows) on this sheet or add sheets. You may delete unused lines.

BEFORE THE BOARD OF COMMISSIONERS FOR CURRY COUNTY

**STATE OF OREGON
ACTING AS THE GOVERNING BODY OF THE
CURRY COUNTY 4-H AND EXTENSION SERVICE DISTRICT**

In the matter of Adopting, Making Appropriations,)
And Imposing and Categorizing Taxes for the) RESOLUTION NO. _____
Fiscal Year 2015-2016 Budget for the Curry)
County 4-H and Extension Service District)

Whereas, ON June 15, 2016 the Governing Body of the Curry County 4-H and Extension Service District (District) met to hear public comment on the 2016-2017 budget for the Curry County 4-H and Extension Service District, as approved by its Budget Committee, which has been published according to law; and,

WHEREAS, that budget requires an ad valorem property tax rate on all property within the district in the amount of \$0.1021 per thousand dollars of assessed value,

BE IT RESOLVED that the Governing Body of the Curry County 4-H and Extension Service District hereby adopts the budget for fiscal year 2016-2017 in the sum of \$780,321, now on file at the Curry County Extension Service Office; and

BE IT FURTHER RESOLVED that the following appropriations are made for the Curry County 4-H and Extension Service District for the Fiscal Year beginning July 1, 2016, and ending June 30, 2016:

| <u>General Fund</u> | <u>Appropriation</u> |
|---|----------------------|
| Materials & Services | \$485,245 |
| Capital Outlay | \$ 500 |
| Contingencies | <u>\$ 48,525</u> |
| TOTAL APPROPRIATIONS ALL FUNDS | \$534,270 |
| | |
| Total Unappropriated & Reserve Amounts: | <u>\$246,051</u> |
| | |
| Total Adopted Budget, All Funds: | \$780,321 |

AND, BE IT FURTHER RESOLVED that the Governing Body of the Curry County 4-H and Extension Service District hereby imposes taxes as provided for in the adopted budget at the rate of \$0.1021 per \$1000 of assessed value for operations; and that these taxes are hereby imposed for the tax year 2015-2016 upon the assessed value of all taxable property within the boundaries of the District and are categorized as follows:

| | <u>General</u> <u>Government</u> | <u>Excluded from</u> <u>Limit</u> |
|--------------------|-------------------------------------|--------------------------------------|
| Permanent Rate Tax | \$0.1021/\$1000 | |
| Totals | <hr/> \$0.1021/\$1000 | |

DATED this 15th day of June, 2016.

BOARD OF COUNTY COMMISSIONERS FOR
CURRY COUNTY, OREGON, ACTING AS THE
GOVERNING BODY OF THE 4-H AND
EXTENSION SERVICE DISTRICT

Susan Brown

Tom Huxley

David Brock Smith

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

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

AGENDA ITEM TITLE: Resolution Adopting New Solid Waste Rates for the Unincorporated Area of Curry County

AGENDA DATE^a: 2016_06_15 **DEPARTMENT:** Counsel **TIME NEEDED:** 10 min

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

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 5-24-16

BRIEF BACKGROUND OR NOTE^b: Hearing is at 10:30A.M. CTR Representative Luke Pyke will be present for questions/comments.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Hearing

(1)Public Legal Notice of Proposed Solid Waste Rate Increases

(2)Resolution Adopting New Solid Waste Rates for the Unincorporated Area of Curry County with Exhibit "A"

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

QUESTIONS:

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

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

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: CTR

Send Printed Copy to:

Address: P.O. Box 4008

Email a Digital Copy to:

City/State/Zip: Brookings, Oregon 97415

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

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

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

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

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

(If Yes, brief detail) This action proposes an increase in solid waste rates public hearing required

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

PUBLIC LEGAL NOTICE

On Wednesday, June 15, 2016, starting at 10:30A.M. in the Commissioner's Hearing Room, Courthouse Annex, 94235 Moore St., Gold Beach, Oregon, the Board of Curry County Commissioners will hold hearings to consider updating (1) Curry Transfer and Recycling (CTR) fees, and (2) County Department fees. The public is welcome to attend and to comment at the hearings. For further information on the proposed fee increases and new fees, please contact the Office of County Legal Counsel at (541) 247-3291.

Publish Date: **Saturday, June 4, 2016**

CURRY COASTAL PILOT



17498 Carpenterville Rd, PO Box 4008, Brookings, OR 97415 (p) 800-826-9801 (f) 541-469-1048 currytransferrecycling.com

May 18, 2016

Curry County
PO Box 746
Gold Beach, OR 97444

RE: **CPI Adjustment 2015 and DEQ Pass-through fee**

Dear Commissioner Smith:

Please find enclosed proof of the CPI adjustment for year **2015**, based on the Portland-Salem index, which is calculated at **1.2%**. If approved, the adjustment will result in a \$0.29 per month increase for a basic 32 gallon residential cart service and \$0.36 adjustment for commercial per yard container service.

In addition, we have been notified by our landfill, Dry Creek, of a rate increase of \$0.58 per ton necessary to fund the Oregon Department of Environmental Quality's (DEQ) Solid Waste programs. We calculated that a .16% pass-through fee will be necessary to meet the impending increase. The monthly increase for a basic 32 gallon residential cart will be \$0.04 and the commercial one yard rate will increase \$0.05 cents.

Please use this notice and the other information enclosed to consider a rate adjustment and pass-through fee effective **July 1, 2016**.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luke Pyke', is written over a horizontal line.

Luke Pyke
Site Manager

Enclosures:

Exhibit A 2015-2016 Residential and Commercial Rate Schedule
Exhibit B 2015-2016 Transfer Site Rate Schedule
Exhibit C Dry Creek/DEQ Rate Increase Notification
2015 CPI Adjustment- Department of Labor



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

Mr. Scott Johnson
WCI
P.O. Box 10928
Eugene, OR 97440

RE: DEQ Disposal Fee Increase

Dear Scott,

Dry Creek Landfill, Inc. would like to notify our direct haul customers of an impending rate increase at the landfill. This increase is directly attributable to the recent passage of Senate Bill 245 in the 2015 Oregon legislative session, which increases the portion of landfill fees dedicated to funding the Oregon Department of Environmental Quality's (DEQ) Solid Waste programs. The increase amounts to \$0.58 per ton, effective July 1, 2016. A second increase of \$0.07 per ton will take effect on July 1, 2019. For more information about this regulatory fee increase, please see the attached DEQ memorandum.

The staff of Dry Creek Landfill, Inc. wishes to thank you for your continued cooperation in our effort to serve the community's solid waste needs in a cost-effective manner.

Sincerely,

Lee Fortier, P.E.

General Manager

Dry Creek Landfill, Inc.



Summary: Senate Bill 245 Chapter 662, Oregon Laws 2015

Oregon Department of Environmental Quality
Materials Management
811 SW 6th Avenue
Portland, OR 97204

Contact: Peter Spendelow spendelow.peter@deq.state.or.us 503-229-5253

Senate Bill 245, passed by the Oregon Legislature in 2015, is intended to provide stable funding to the Department of Environmental Quality's Materials Management Program. The bill's key features include:

- 1) Increase the maximum allowable solid waste disposal tipping fee charged to municipal landfills, energy recovery facilities, and waste exporters from \$0.81 per ton to \$1.18 per ton, effective July 1, 2016 [Section 6(1)].
- 2) Establish a partial rebate of the tipping fee increase, up to \$0.28 per ton, for waste generated in the nine most economically distressed counties in Oregon each year. Generally, DEQ will pay the rebates to the distressed counties to conduct materials management work or reduce local disposal fees [Section 6a].
- 3) Establish a fee adjustment mechanism for the solid waste tipping fee to allow stable funding based on the legislatively-approved budget for the program [Section 6].
- 4) Establish that tipping fees can fund the update and implementation of the statewide integrated solid waste management plan, including activities to reduce the environmental and human health impact of materials at all stages of their life cycle [Section 7].
- 5) Eliminate the per-ton Permit Recycling Fee, while establishing that the per-ton Permit Compliance Fee that landfills and energy recovery facilities pay is to fund only oversight activities related to solid waste disposal sites. [Section 1]. The rate charged for the Permit Compliance Fee is set by rule rather than in statute, but as a related note, the DEQ budget passed in 2015 allows raising the per ton permit fees from a combined \$0.30 per ton to \$0.58 per ton.
- 6) Extend the solid waste disposal tipping fee and the orphan site fee to demolition landfills and tire landfills, effective July 1, 2019 [Sections 12, 13].
- 7) Authorize the Environmental Quality Commission to establish a per-ton tipping fee on feedstock sent to composting facilities if certain conditions are met. Practically, such fees could not be imposed prior to 2019 [Section 4]. Any such fee must be at least \$0.81 per ton lower than the tipping fee on municipal solid waste [Section 6].
- 8) Require a report to the Legislature by October 1, 2022 on longer term funding options [Section 18].

The enrolled version of Senate Bill 245 is available at:

<https://olis.leg.state.or.us/liz/2015R1/Downloads/MeasureDocument/SB245/Enrolled>

**Consumer Price Index - All Urban Consumers
12-Month Percent Change**

Series id: CUUR0000SA0,CUUS0000SA0
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100
 Years: 2006 to 2016

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | HALF1 | HALF2 |
|------|------|-----|------|------|------|------|------|------|------|------|-----|-----|-------|-------|
| 2006 | 4.0 | 3.6 | 3.4 | 3.5 | 4.2 | 4.3 | 4.1 | 3.8 | 2.1 | 1.3 | 2.0 | 2.5 | 3.8 | 2.6 |
| 2007 | 2.1 | 2.4 | 2.8 | 2.6 | 2.7 | 2.7 | 2.4 | 2.0 | 2.8 | 3.5 | 4.3 | 4.1 | 2.5 | 3.1 |
| 2008 | 4.3 | 4.0 | 4.0 | 3.9 | 4.2 | 5.0 | 5.6 | 5.4 | 4.9 | 3.7 | 1.1 | 0.1 | 4.2 | 3.4 |
| 2009 | 0.0 | 0.2 | -0.4 | -0.7 | -1.3 | -1.4 | -2.1 | -1.5 | -1.3 | -0.2 | 1.8 | 2.7 | -0.6 | -0.1 |
| 2010 | 2.6 | 2.1 | 2.3 | 2.2 | 2.0 | 1.1 | 1.2 | 1.1 | 1.1 | 1.2 | 1.1 | 1.5 | 2.1 | 1.2 |
| 2011 | 1.6 | 2.1 | 2.7 | 3.2 | 3.6 | 3.6 | 3.6 | 3.8 | 3.9 | 3.5 | 3.4 | 3.0 | 2.8 | 3.5 |
| 2012 | 2.9 | 2.9 | 2.7 | 2.3 | 1.7 | 1.7 | 1.4 | 1.7 | 2.0 | 2.2 | 1.8 | 1.7 | 2.3 | 1.8 |
| 2013 | 1.6 | 2.0 | 1.5 | 1.1 | 1.4 | 1.8 | 2.0 | 1.5 | 1.2 | 1.0 | 1.2 | 1.5 | 1.5 | 1.4 |
| 2014 | 1.6 | 1.1 | 1.5 | 2.0 | 2.1 | 2.1 | 2.0 | 1.7 | 1.7 | 1.7 | 1.3 | 0.8 | 1.7 | 1.5 |
| 2015 | -0.1 | 0.0 | -0.1 | -0.2 | 0.0 | 0.1 | 0.2 | 0.2 | 0.0 | 0.2 | 0.5 | 0.7 | -0.1 | 0.3 |
| 2016 | 1.4 | | | | | | | | | | | | | |

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
 Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103
 Information Staff (415) 625-2270 / Fax (415) 625-2351

01/19/16

PORTLAND-SALEM
 Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

| YEAR | SEMI-ANNUAL AVERAGE | | | YEAR | OVER-THE-YEAR PERCENT CHANGE | | | ANNUAL AVERAGE |
|------|---------------------|----------|----------------|------|------------------------------|----------|----------------|----------------|
| | 1st Half | 2nd Half | ANNUAL AVERAGE | | 1st Half | 2nd Half | ANNUAL AVERAGE | |
| 1988 | 113.6 | 115.9 | 114.7 | 1988 | 3.4 | 3.6 | 3.4 | |
| 1989 | 119.3 | 121.6 | 120.4 | 1989 | 5.0 | 4.9 | 5.0 | |
| 1990 | 124.9 | 129.8 | 127.4 | 1990 | 4.7 | 6.7 | 5.8 | |
| 1991 | 132.8 | 135.1 | 133.9 | 1991 | 6.3 | 4.1 | 5.1 | |
| 1992 | 138.8 | 140.9 | 139.8 | 1992 | 4.5 | 4.3 | 4.4 | |
| 1993 | 143.6 | 145.8 | 144.7 | 1993 | 3.5 | 3.5 | 3.5 | |
| 1994 | 147.7 | 150.1 | 148.9 | 1994 | 2.9 | 2.9 | 2.9 | |
| 1995 | 152.5 | 153.9 | 153.2 | 1995 | 3.2 | 2.5 | 2.9 | |
| 1996 | 157.2 | 160.0 | 158.6 | 1996 | 3.1 | 4.0 | 3.5 | |
| 1997 | 162.6 | 165.5 | 164.0 | 1997 | 3.4 | 3.4 | 3.4 | |
| 1998 | 166.1 | 168.1 | 167.1 | 1998 | 2.2 | 1.6 | 1.9 | |
| 1999 | 170.8 | 174.4 | 172.6 | 1999 | 2.8 | 3.7 | 3.3 | |
| 2000 | 176.4 | 179.5 | 178.0 | 2000 | 3.3 | 2.9 | 3.1 | |
| 2001 | 181.2 | 183.6 | 182.4 | 2001 | 2.7 | 2.3 | 2.5 | |
| 2002 | 183.5 | 184.0 | 183.8 | 2002 | 1.3 | 0.2 | 0.8 | |
| 2003 | 186.0 | 186.5 | 186.3 | 2003 | 1.4 | 1.4 | 1.4 | |
| 2004 | 189.8 | 192.5 | 191.1 | 2004 | 2.0 | 3.2 | 2.6 | |
| 2005 | 194.5 | 197.5 | 196.0 | 2005 | 2.5 | 2.6 | 2.6 | |
| 2006 | 199.8 | 202.5 | 201.1 | 2006 | 2.7 | 2.5 | 2.6 | |
| 2007 | 206.653 | 210.460 | 208.556 | 2007 | 3.4 | 3.9 | 3.7 | |
| 2008 | 214.619 | 216.159 | 215.389 | 2008 | 3.9 | 2.7 | 3.3 | |
| 2009 | 214.102 | 217.191 | 215.647 | 2009 | -0.2 | 0.5 | 0.1 | |
| 2010 | 217.508 | 219.179 | 218.344 | 2010 | 1.6 | 0.9 | 1.3 | |
| 2011 | 223.105 | 226.077 | 224.590 | 2011 | 2.6 | 3.1 | 2.9 | |
| 2012 | 228.746 | 230.811 | 229.779 | 2012 | 2.5 | 2.1 | 2.3 | |
| 2013 | 233.735 | 237.322 | 235.528 | 2013 | 2.2 | 2.8 | 2.5 | |
| 2014 | 239.751 | 242.679 | 241.215 | 2014 | 2.6 | 2.3 | 2.4 | |
| 2015 | 242.976 | 245.405 | 244.190 | 2015 | 1.3 | 1.1 | 1.2 | |

Table of over-the-year percent increases. An entry for 2ndHalf 2005 indicates the percentage increase from 2ndHalf 2004 to 2ndHalf 2005 (in this example 2.6 percent).



Curry County Rate Schedule

Exhibit A

Effective July 1, 2016

| | Previous Year 2015 | CPI Adjustment | DEQ Pass-through | New Rate 2016 |
|--|-----------------------------------|-----------------------|-------------------------|------------------------------|
| Residential Cart Service | | | | |
| 32 gallon per month | 23.9 | 1.20% 0.29 | 0.16% 0.04 | 24.23 |
| 48 gallon per month | 35.87 | 1.20% 0.43 | 0.16% 0.06 | 36.36 |
| 64 gallon per month | 47.82 | 1.20% 0.57 | 0.16% 0.08 | 48.47 |
| 96 gallon per month | 71.73 | 1.20% 0.86 | 0.16% 0.11 | 72.71 |
| Commercial Cart Service | | | | |
| 32 gallon per month | 27.17 | 1.20% 0.33 | 0.16% 0.04 | 27.54 |
| 48 gallon per month | 40.74 | 1.20% 0.49 | 0.16% 0.07 | 41.29 |
| 64 gallon per month | 54.34 | 1.20% 0.65 | 0.16% 0.09 | 55.08 |
| 96 gallon per month | 81.51 | 1.20% 0.98 | 0.16% 0.13 | 82.62 |
| Commercial/Container Rental Service | | | | |
| Per Loose Yard Trash Service | 30.38 | 1.20% 0.36 | 0.16% 0.05 | 30.79 |
| Per Loose Yard Brush Service | 13.30 | 1.20% 0.16 | 0.16% 0.02 | 13.48 |
| Per Loose Yard Metal Service | 13.30 | 1.20% 0.16 | 0.16% 0.02 | 13.48 |
| Auto Lock Charge | 4.06 | 1.20% 0.05 | 0.16% 0.01 | 4.12 |
| Dumpster Rental | 15.84 | 1.20% 0.19 | 0.16% 0.03 | 16.06 |
| Extra bag- on route | 6.20 | 1.20% 0.07 | 0.16% 0.01 | 6.28 |
| Medical Waste- 1 Gallon Sharps | 25.25 | 1.20% 0.30 | 0.16% 0.04 | 25.59 |
| Medical Waste Tub collection per gallon | 3.33 | 1.20% 0.04 | 0.16% 0.01 | 3.38 |
| Return Trip Charge- next day | 12.95 | 1.20% 0.16 | 0.16% 0.02 | 13.13 |
| Roll- Off Daily Rent Charge | 2.25 | 1.20% 0.03 | 0.16% 0.00 | 2.28 |
| Special Handling Charge | 1.29 | 1.20% 0.02 | 0.16% 0.00 | 1.31 |
| Special Trip/ Off Route Trip/Delivery Charge | 27.6 | 1.20% 0.33 | 0.16% 0.04 | 27.98 |
| Start; Stop; Resume; Seasonal Stop | 7.01 | 1.20% 0.08 | 0.16% 0.01 | 7.11 |
| Recycling | | | | |
| Commercial Cardboard- routed | up to 25% of commercial yard rate | | | |
| Commercial Commingle | up to 50% of commercial yard rate | | | |
| Heavy Roofing or Demolition | 1.5 times yard rate | | | |
| Extra Heavy Demolition or Mechanically Compacted Waste | 2.75 times yard rate | | | |



Transfer Site Rates

Exhibit A

Wridge Creek; Nesika Beach; Port Orford

Effective July 1, 2016

| | Previous | | | | | New Rate 2016 |
|--|--------------|----------------|------------------|--|--|---------------------|
| | Year 2015 | CPI Adjustment | DEQ Pass-through | | | |
| Gate Fee | 10.20 | 1.20% 0.12 | 0.16% 0.02 | | | 10.34 |
| Additional Cans | 5.15 | 1.20% 0.06 | 0.16% 0.01 | | | 5.22 |
| Recycle Credit (off gate fee) | -3.15 | 1.20% -0.04 | 0.16% -0.01 | | | -3.19 |
| Yard Waste 1 to 5 yards | 13.30 | 1.20% 0.16 | 0.16% 0.02 | | | 13.48 |
| Metal Waste Per Yard | 13.30 | 1.20% 0.16 | 0.16% 0.02 | | | 13.48 |
| Loose Garbage Per Yard | 26.35 | 1.20% 0.32 | 0.16% 0.04 | | | 26.71 |
| Demolation Rate Per Yard | 39.53 | 1.20% 0.47 | 0.16% 0.06 | | | 40.07 |
| Compacted Rate Per Yard | 72.46 | 1.20% 0.87 | 0.16% 0.12 | | | 73.45 |
| Batteries- Vehicle | 4.00 | 1.20% 0.05 | 0.16% 0.01 | | | 4.05 |
| Bulky Item- furniture; appliances; etc | 12.50 | 1.20% 0.15 | 0.16% 0.02 | | | 12.67 |
| Oil- per gallon | 1.35 | 1.20% 0.02 | 0.16% 0.00 | | | 1.37 |
| Refrigerators with Freon | 18.50 | 1.20% 0.22 | 0.16% 0.03 | | | 18.75 |
| RV refrigerators with Amonia | 115.00 | 1.20% 1.38 | 0.16% 0.18 | | | 116.56 |
| Tires- Car/PU Truck not mounted | 5.65 | 1.20% 0.07 | 0.16% 0.01 | | | 5.73 |
| Tires- Car/PU Truck mounted | 9.90 | 1.20% 0.12 | 0.16% 0.02 | | | 10.03 |
| Tires- Tractor not mounted | 10.00 | 1.20% 0.12 | 0.16% 0.02 | | | 10.14 |
| Tires- Tractor mounted | 38.90 | 1.20% 0.47 | 0.16% 0.06 | | | 39.43 |

| Disposal Fees - Proposed Changes | | |
|---|-------------------------------------|---|
| Fee Type | Current Fees (1994-2016) | Proposed Fees (July 1, 2016 or later)* |
| Tipping fees | \$0.81 /ton | \$1.18 /ton |
| Permit compliance fee | \$0.21 / ton | \$0.58 /ton |
| Permit recycling fee | \$0.09 /ton | eliminated |
| Orphan site fee | \$0.13 /ton | \$0.13 /ton (no change) |
| Total | \$1.24 /ton | \$1.89 /ton |

*The increase in the tipping fee may be phased in over a few-year period

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the rate schedule attached as Exhibit "A" and incorporated by reference, be adopted for the unincorporated area of Curry County effective July 1, 2016, and that Exhibit "A" replace the prior schedules.

DATED this 15th day of June, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

**John HuttI
Curry County Legal Counsel**

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

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

AGENDA ITEM TITLE: Resolution Establishing County Fees for F/Y 2016-2017

AGENDA DATE^a: 2016_06_15 **DEPARTMENT:** Counsel **TIME NEEDED:** 10 min

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

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:**

BRIEF BACKGROUND OR NOTE^b: Setting County Fees one time per year Hearing at 10:30A.M.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Hearing

- (1)Resolution
- (2)Exhibit "A"

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Adminstrative Actions

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

(If Yes, brief detail) Sets New County Fees in some County Departments public hearing required

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

EXHIBIT "A"

- A-1 Surveyor's Office
- A-2 Economic Development
- A-3 Board of Commissioners
- A-4 Assessor's Office
- A-5 Community Development – Planning Division

"A-1"

CURRY COUNTY SURVEYOR Proposed Fee Schedule Adjustment (Effective July 1, 2016)

| <u>FILING FEES:</u> | <u>PREVIOUSLY:</u> | <u>EFFECTIIVE JUNE 1, 2016:</u> |
|--|----------------------------------|-------------------------------------|
| Map of Survey (Public Land Survey) | \$140.00 | NO CHANGE |
| Map of Survey (Boundary Survey) | \$200.00 | NO CHANGE |
| Map of Survey (Property Line Adjustment) | \$300.00 | NO CHANGE |
| Partition Plat: | \$1,000.00 | \$600* |
| Subdivision Plat: | \$1,500.00 + \$100.00 Per lot | \$1000 + \$100.00 Per lot* |
| Affidavit of Correction: | \$30.00 | NO CHANGE |
| <u>MAP COPY FEES:</u> | | |
| 11"x17" | \$8.00 | NO CHANGE |
| 18"X24" | \$10.00 | NO CHANGE |
| 24"X36" | \$20.00 | NO CHANGE |
| Scanned & Email: | \$40.00/per file | NO CHANGE |
| Mail Disc: | \$50.00/per file | NO CHANGE |

*After consideration of a recent request to justify charges, compared to actual time necessary to perform the required filing and checking functions, it is the County Surveyor's belief that these new, reduced charges are more in line with actual costs. Plus, I think every effort should be made to encourage development.

Economic Development Office Fees

Fees are Non-Refundable

| Description | | Previous | Jun-16 |
|----------------------|-------------------------|----------|----------|
| CD or DVD | | n/a | \$5.00 |
| Faxes | Transmit First Page | n/a | \$2.00 |
| | More Pages or Receiving | n/a | \$1.00 |
| Photocopies | Letter size | n/a | \$0.50 |
| | 11*14 | n/a | \$0.50 |
| | 11*17 | n/a | \$0.75 |
| OLCC Processing | | | |
| | New License | n/a | \$100.00 |
| | Renewal | n/a | \$50.00 |
| | Change | n/a | \$75.00 |
| | Event | n/a | \$35.00 |
| Social Games License | | | |
| | New, Renew | n/a | \$100.00 |
| | Add Dealer | n/a | \$100.00 |
| | Table Fee | n/a | \$250.00 |

Commissioners Office Fees

Fees are Non-Refundable

| Description | | Previous | Jun-16 |
|----------------------|-------------------------|----------|---------------|
| CD or DVD | | \$5.00 | \$5.00 |
| Faxes | Transmit First Page | \$2.00 | \$2.00 |
| | More Pages or Receiving | \$1.00 | \$1.00 |
| Photocopies | Letter size | \$0.25 | \$0.50 |
| | 11*14 | \$0.50 | \$0.50 |
| | 11*17 | \$0.75 | \$0.75 |
| OLCC Processing | | | |
| | New License | \$100.00 | n/a |
| | Renewal | \$35.00 | n/a |
| | Change | \$75.00 | n/a |
| | Temporary | \$35.00 | n/a |
| Social Games License | | | |
| | New,Renew | \$100.00 | n/a |
| | Add Dealer | \$100.00 | n/a |
| | Table Fee | \$250.00 | n/a |

**Curry County Assessment & Taxation - Fee Schedule
2016-17 Budget Year**

A-4

| | CURRENT | PROPOSED |
|--|-------------------|-------------------|
| Photocopies <i>(This includes screen shots)</i> | \$0.25 | \$0.25 |
| Faxing | *\$1.00 per page | *\$1.00 per page |
| Postage & Handling | | |
| Copies 1-4 Copies | \$3.00 | \$3.00 |
| 5-7 Copies | \$3.50 | \$3.50 |
| 8-10 Copies | \$4.50 | \$4.50 |
| 11-15 Copies | \$5.00 | \$5.00 |
| 16-20 Copies | \$5.50 | \$5.50 |
| 20-Up, have them weighed & handling | | |
| Maps | | |
| 18" x 20" Assessor's Map | \$3.00 | \$3.00 |
| 2-3 maps | \$4.50 | \$4.50 |
| 4-6 maps | \$5.50 | \$5.50 |
| 6-Up, have them weighed & handling | | |
| Record Request (**includes dup. tax statements, etc) | \$5 per acct | \$5 per acct |
| Research time | \$25 research fee | \$25 research fee |
| Data download - Assessment Roll | \$200.00 | \$200.00 |
| Title Searches - Tax Department | \$100.00 | \$100.00 |
| Manufactured Structure Transactions | | |
| DCBS Transaction Fee | ***55.00/\$20.00 | 55.00/\$30.00 |
| Trip Permits | \$5.00/\$5.00 | \$5.00/\$5.00 |
| Exempt From Titling | ***55.00/\$20.00 | \$55.00/\$30.00 |
| Maps | | |
| 18" x 20" Large B/W Assessor Maps | \$10.00 | \$10.00 |
| 8 1/2" x 11" Small colored GIS generated | \$6.00 | \$6.00 |
| 8 1/2"x 11" Small B/W Assessor Maps | \$2.00 | \$2.00 |
| Plotted Maps | | |
| 34" x 44" or 24" x 36" Themed Map Paper (Smaller themed maps @ \$0.60 per vertical inch.) | \$25.00 | \$25.00 |
| 34" x 44" or 24" x 36" Orthophoto (theme opt.) (Smaller Ortho Maps @ \$1.20 per vertical inch.) | \$50.00 | \$50.00 |

| | | |
|--|-----------------------|-----------------------|
| Data Exports - from Data Analyst | | |
| Large Export | \$125.00 | |
| Small Export | \$75.00 | |
| District Export (\$25 minimum) | | \$25.00/hr |
| Cartographic Processing | | |
| Simple LLA, LLV, C&C, Annex., Partitions & Subs | \$200.00 | \$200.00 |
| Subdivions w/4 lots or more | Add'l \$10 Per Lot | Add'l \$10 Per Lot |
| Disqualificaiton Estimates | \$75.00 | \$75.00 |
| Exemption/Special Assessment Applications <i>(Excludes Veterans & Senior & Disabled)</i> | \$75.00 per App | \$75.00 per App |
| Appraiser Revaluation **** | ****\$25.00/hr | ****\$25.00/hr |
| Secured Web Query Access to Assessment Data | \$50.00/month | \$50.00/month |

***\$55.00 per unit / \$ 20.00 per unit processing fee
****When appraiser initially denied access to appraise

Emailing information:

This office shall charge the applicable fees above for the request and must receive funds prior to information being emailed to the customer.

Local and surrounding area businesses are encouraged to set up an account and will be billed on a monthly basis. This would apply to information requested by phone, mail, fax and email.

***Faxing:**

\$1.00 per page will now be charged for faxing (This is in addition to copy fee, record request fee)

**Record Request Fees: This fee also applies for requests of duplicate tax statements and any other tax account information

CURRY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

PROPOSED PLANNING DIVISION FEE SCHEDULE

FY 2016-2017

| Type of Fee | 2015-2016 | 2016-2017 |
|--|---|---|
| Comprehensive Plan/Zoning | | |
| One Comprehensive Plan with Zone Change Application | \$6,177.00 | \$6,177.00 |
| Two or more Comprehensive Plan with Zone Change Applications | \$6,177 per application | Actual Cost & Requires deposit equal to \$6,177 (See Note No. 1 below) |
| One Zone Change with exceptions to Statewide Planning Goals | \$6,177.00 | \$6,177.00 |
| Two or more Zone Changes with exceptions to Statewide Planning Goals | \$6,177.00 per application | Actual Cost & Requires deposit equal to \$6,177.00 (See Note No. 1 below) |
| Master Plan of Development | Actual Cost & Requires deposit equal to \$6,177.00 (See Note No. 1 below) | Actual Cost & Requires deposit equal to \$6,177.00 (See Note No 1 below) |
| Destination Resorts | Actual Cost & Requires deposit equal to \$6,177.00 (See Note No. 1 Below) | Actual Cost & Requires deposit equal to \$6,177.00 (See Note No 1 Below) |
| One Zone Change (without Plan change or Goal exceptions) | \$4,124.00 | \$4,124.00 |
| Two or more Zone Changes (without Plan change or Goal exceptions) | \$4,124.00 per application | Actual Cost & Requires Deposit equal to \$4,124 (See Note No 1 Below) |
| One Land Use Decision by Planning Commission | \$1,860.00 | \$1,860.00 |
| Two or more Land Use Decisions by Planning Commission | \$1,860.00 per application | Actual Cost & Deposit equal to \$1,860.00 (See Note No 1 below). |
| One Administrative Land Use Decision by Planning Director | \$1,449.00 | \$1,449 |
| Two or more Administrative Land Use Decision by Planning Director | \$1,449.00 per application | Actual Cost Requires Deposit equal to \$1,449.00 (See Note No. 1 Below) |
| Renewal – Conditional Use Permit | | |
| Planning Commission Renewal – CUP | Actual Cost & Requires deposit equal to \$200.00 (See Note No. 1 Below) | Actual Cost & Requires deposit equal to \$200.00 (See Note No. 1 Below) |

Administrative Renewal – CUP

| | Actual Cost & Requires deposit equal to \$66 (See Note No. 1 Below) | | Actual Cost & Requires deposit equal to \$66 (See Note No. 1 Below) | | | | | |
|---|---|--|---|--|-------------|-------------|-------------|-------------|
| | 2015-2016 | 2016-2017 | 2015-2016 | 2016-2017 | 2015-2016 | 2016-2017 | 2015-2016 | 2016-2017 |
| | | 1-5 lots | | 6-10 lots | | | 11-20 Lots | 20+ Lots |
| Land Divisions | | | | | | | | |
| Property Line Adjustment or Vacation | \$1,242.00 | \$1,242.00 | | | | | | |
| Determination of Discrete Parcel Status (with research) | \$2,066.00 | \$2,066.00 | | | | | | |
| Tentative Partition Plat Review and Replat | \$4,124.00 | \$4,124.00 | | | | | | |
| Tentative Subdivision Plat Review and Replat | \$4,124.00 | \$4,124.00 | \$6,509.00 | \$6,509.00 | \$10,282.00 | \$10,282.00 | \$14,051.00 | \$14,051.00 |
| Tentative Planned Unit Development Plat Review | \$4,124.00 | \$4,124.00 | \$6,509.00 | \$6,509.00 | \$10,282.00 | \$10,282.00 | \$14,051.00 | \$14,051.00 |
| Final Partition Plat Review | \$1,242.00 | \$1,242.00 | | | | | | |
| Final Subdivision Plat Review | \$1,242.00 | \$1,242.00 | \$1,830.00 | \$1,830.00 | \$2,080.00 | \$2,080.00 | \$2,610.00 | \$2,610.00 |
| Final Planned Unit Development Plat Review | \$1,242.00 | \$1,242.00 | \$1,830.00 | \$1,830.00 | \$2,080.00 | \$2,080.00 | \$2,610.00 | \$2,610.00 |
| Rural Address/Road Naming | | | | | | | | |
| Rural Address - New address | | \$212.00 | | \$212 | | | | |
| Rural Address - Re-number Address | | \$132.00 | | \$132 | | | | |
| Rural Address - Replacement or extra number plate | | \$36.00 | | \$36 | | | | |
| New Road Name Review/Change Road Name | | \$624.00 | | \$624 | | | | |
| Flood Damage Prevent. Ord. Development Permit Review | | \$1,449.00 | | \$1,449 | | | | |
| Appeals | | | | | | | | |
| Appeal - Administrative Land Use Decision | | \$250.00 | | \$250 | | | | |
| Appeal - Planning Commission Land Use Decision | | Actual Cost. Requires deposit equal to \$1,934.00 + 20% of initial application fee, See Note No. 1 below | | Actual Cost. Requires deposit equal to \$1,934.00 + 20% of initial application fee, See Note No. 1 below | | | | |
| Remand Hearing | | \$538.00 | | \$538 | | | | |
| Planning Consistency Reviews | | | | | | | | |
| Planning Clearance, Agriculture Building, Septic and/or Erosion Prevention Review | | \$116.00 | | \$116 | | | | |
| State/Federal Agency Permit Review (LUCS) | | \$61.00 | | \$61 | | | | |
| Other Fees | | | | | | | | |
| Pre-Application Conference | | \$212.00 | | \$212 | | | | |
| Annual Subscription to Land Use/Limited Land Use Notices | | 70+Fee to cover postage for subscription to all land use notices | | 70+Fee to cover postage for subscription to all land use notices | | | | |
| | | \$6 & Research time | | \$6 & Research time | | | | |
| Audio Recording (CD) of a public meeting | | | | | | | | |
| Service Charge Rates (per hour) | | | | | | | | |
| Planner | | \$80.00 | | \$80 | | | | |
| Permit/Planning Clerk | | \$62.00 | | \$62 | | | | |

Notes:

2015-2016 Note 1. Actual Cost includes, but is not limited to mailing costs for notices, copy charges, and staff time at \$80.00 per hour for a Planner and \$62.00 per hour for a Planning Clerk. Applicant/appellant must pay deposit amount at time of submission of application or appeal. If the actual cost of processing the application or appeal is less than the deposit amount received, the County will issue a refund to the applicant/appellant. If the actual cost exceeds the deposit amount received, the County will bill the applicant/appellant for the excess amount.

2016-2017 Note 1. Actual Cost includes, but is not limited to mailing costs for notices, copy charges, and staff time at \$80.00 per hour for a the Planning Director or his/her contracted designee at their standard billing rate, \$62.00 per hour for a Planning Clerk, and the billing rate of any other County staff who works on the project/application. Applicant/appellant must pay deposit amount at time of submission of application or appeal. If the actual cost of processing the application or appeal is less than the deposit amount received, the County will issue a refund to the applicant/appellant. If the actual cost exceeds the deposit amount received, the applicant will be responsible for the excess amount. Should the applicant decline to fund the required actual costs, County processing of the application will cease. If two or more applications are received related to the same project/property, the larger deposit of the two applications will be applied.

IN THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of a Resolution)
Establishing County Fees)
For Fiscal Year 2016-2017)

RESOLUTION NO. _____

WHEREAS, the Board of Commissioners has initiated a policy to streamline the setting of County fees by having most County fees reviewed and adjusted as necessary once a year around July 1st; and

WHEREAS, the fees listed on the attached Exhibit "A" which is incorporated by reference are in need of being established or updated; and

WHEREAS, Curry County has published notice of its intent to charge fees pursuant to Article Nine Division One of the Curry County Code (Ordinance 96-7, as amended), and held a hearing on the proposal; and

WHEREAS, the Board is in agreement with the proposed new rate schedules found on the attached Exhibit "A";

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY RESOLVES AS FOLLOWS:

- 1) The new or amended fees shows on Exhibit "A" are adopted effective July 1, 2016, at which time any previous schedule of fees for the same service is repealed.
- 2) All other County fees shall remain the same as they currently are until further resolution of the Board.
- 3) The department head for each department is delegated the right to waive a fee or fees (or a portion of said fee or fees) in appropriate circumstances, such as for indigent persons seeking essential public services, or for other services that are provided to a member of the public, but that also provide a direct benefit to the department.

Dated this 15th day of June, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

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

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

AGENDA ITEM TITLE: Curry County & Placement Agency Community Service Placement Agreement

AGENDA DATE^a: 06/15/2016 **DEPARTMENT:** Sheriff's Office **TIME NEEDED:** 15 M
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Capt. Espinoza **PHONE/EXT:** 3200 **TODAY'S DATE:** 06/01/16

BRIEF BACKGROUND OR NOTE^b: Community Service Program Agreement to be used between Curry County Sheriff's Office and Non-Profits & Community Partners (Placement Agency). Signature Authority to Sheriff John Ward or his Designee.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

- (1)Community Service Program Agreement
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

**CURRY COUNTY
AND
PLACEMENT AGENCY
COMMUNITY SERVICE PROGRAM AGREEMENT**

This Community Service Program Agreement (the "Agreement") is made and entered into by and between Curry County, a political subdivision of the State of Oregon, hereinafter called "County", and "_____ (*NON-PROFIT AGENCY*)", hereinafter called "Placement Agency" or "Agency". For consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. PURPOSE

- A. This Agreement is to initiate and establish a relationship between Placement Agency and Curry County. This Agreement dictates the relative responsibilities of the parties and respectively allocates risks of liability for monitoring, supervising, and reporting the participation of clients in court-ordered community service activities.

II. DEFINITIONS

- A. "Community Service" as defined by Oregon Revised Statutes, means uncompensated labor for an agency whose purpose is to enhance physical or mental stability, environmental quality or the social welfare.
- B. "Community Service Client" is defined herein as a criminal offender upon whom a court or a parole and probation officer has sentenced or imposed a condition to perform a specific number of hours of Community Service.
- C. "Placement Agency" (Hereinafter "Agency") means a nonprofit organization or public body agreeing to accept Community Service Clients ("Clients") from Curry County and report on the progress of ordered Community Service to the Court or its delegate, the Curry County Sheriff's Department.

III. PROGRAM DESCRIPTION

- A. Curry County Sheriff's Department Staff ("Program Staff") interview and screen criminal offenders upon whom a court or a parole and probation officer has sentenced or imposed a condition to perform a specific number of hours of Community Service work. In cooperation with participating placement agencies, Program Staff assign Clients to placement agencies to perform the required

Community Service work by a specific date. Program Staff monitors monthly progress and work with placement agencies to assist with Clients. Based on information supplied by Placement Agencies, Program Staff will report to the court or the sanctioning authority concerning the Clients' compliance with the terms of their Community Service obligations.

IV. EFFECTIVE DATE AND DURATION

Placement Agency's services will begin on the date that this Agreement is signed by all parties. Unless earlier terminated or extended, this contract shall expire on **JUNE 30, 2018**, or 30 days after either party gives written notice to the other of its intent to terminate this Agreement.

V. CURRY COUNTY RESPONSIBILITIES

- A. Program Staff will describe the program to the Agency contact/designee and will ascertain any required/pertinent information about the Agency.
- B. Program Staff will provide assistance to the Agency to improve utilization of the Clients for work and to maintain information.
- C. Program Staff will maintain its internal information concerning the Agency and Agency resource files.
- D. Program Staff will advise Agency contacts of any change in the program that may impact the Agency.
- E. Program Staff will assist Agency personnel in resolving any specific problems with Clients.
- F. Program Staff will assign appropriate Clients to the Agency, based on the initial intake interview and requirements stipulated by the Agency.
- G. Program Staff will ensure that Clients are appropriately notified that the Clients' participation in the Community Service program is strictly voluntary and in no way obligates payment of wages by or promises of employment with the Agency.
- H. Curry County provides a program of Volunteer Injury Coverage which applies only to Clients assigned to the Agency, and after any other applicable and collectible insurance which purports to be a primary coverage. Following notification from the Agency that a Client has been injured while performing work as a result of this Agreement, Curry County will determine the applicability of this coverage.

VI. PLACEMENT AGENCY RESPONSIBILITIES

- A. The Agency shall designate a staff person who will act as the Agency Contact. After the Program Staff screens the Client, the Agency Contact will then be responsible for either accepting or rejecting the Client, and monitoring the Client's performance for the duration of the Client's hours of Community Service for the Agency.
- B. The Agency will not discriminate in serving Clients or in selection of volunteers on the basis of race, sex, age, marital status, religion, handicap, color, political affiliation, national origin or any other non-merit factor.
- C. The Agency Contact or designee will interview the potential Client(s).
 - 1. The Agency will only accept those Clients assigned by the Program Staff to the Agency and who show proof of such assignment. If a Client is accepted by the Agency, then the Agency and the Client will establish a work schedule/work assignment. The Agency will provide any necessary training for the successful completion of the work assigned to the Client.
 - a. The Agency will determine the Client's capability to do the work assigned and will reasonably address any relevant physical limitations the Client exhibits or documents.
 - b. If the Client is not accepted by the Agency, the Agency Contact will notify the Program Staff and explain why the Client was rejected by the Agency.
 - 2. The Agency will notify Program Staff prior to assigning any Client to work comprising a "public works" as defined pursuant to ORS 279.348(3) or as otherwise defined by the following:

"Public works" includes, but is not limited to, roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest but does not include the reconstruction or renovation of privately owned property which is leased by a public agency."
 - 3. At no time will the Agency assign work to a Client that allows or requires that Client to:
 - a. Operate a motor vehicle.
 - b. Come into contact with alcoholic beverages or controlled substances.
 - c. Have access to minor children.

- D. The Agency shall document the hours worked by Clients and shall record that information on the Community Service Certification forms provided to the Clients and delivered to the Agency.
1. The Agency will maintain its own records of the hours worked by the Clients.
 2. The Agency shall report hours worked on a monthly basis using monthly report forms provided by the Curry County Sheriff's Department for that purpose.
 3. The Curry County Sheriff's Department shall receive the monthly report of hours by the 5th of every month. When a Client's due date has been reached or total hours have been completed, the certification form of hours shall be returned to the Sheriff's Department - Community Service Program. (*Only if problem then notify*)
- E. The Agency shall report any supervision problems and physical injuries received by a Client to the Program Staff.
1. The Agency will notify the Program Staff of any failure by the Client to fulfill his or her obligations to report pursuant to an established work schedule, complete a work assignment, or otherwise not substantially comply with terms of his or her supervision or placement.
 2. If any injury occurs, the Agency shall insure the proper medical care is provided and will notify the Program Staff immediately. The Agency will provide appropriate documentation explaining the incident and cooperation in the investigation for such injuries.
 - a. Agency acknowledges that Client is not a "worker" for purposes of or issues pertaining to Worker's Compensation coverage under state law.
- F. The Agency is responsible for compliance with all applicable health and safety regulation (e.g. OR-OSHA) during the performance of work under this Agreement. This includes providing Clients with appropriate safety equipment, providing training in the use of the equipment, and ensuring its proper use. Any refusal by a Client to utilize any of the above equipment or comply with any health and safety regulation will disqualify the Client from being allowed to perform any further work. In this case, the Agency will notify the Program Staff and return the Client to the Curry County Sheriff's Department for further disposition.
- G. The Agency shall advise the Program Staff of any changes in the Agency that would affect future use of the Agency as a Community Service placement site.

VII. LIABILITY

- A. To extent permitted by the Oregon Tort Claims Act as applied to County, Parties will indemnify and defend each other from any claim or liability resulting from error, omission, or act of negligence on the part of the others officers, employees, or agents in the performance (or nonperformance) of work done pursuant to this Agreement. Provided, however, that neither party shall be required to indemnify the others for any claim, loss or liability arising solely out of the wrongful act of the others officers, employees or agents.
- B. Neither Party nor its agents or employees shall represent to the Client that the other shall assure or otherwise provide any form of liability coverage for the Client arising out of the Client's activities or activities of the County, its agents or employees, or the Placement Agency, its agents or employees under this Agreement. The Parties will encourage clients to obtain their own insurance.

VIII. INSURANCE

- A. Agency shall retain General Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for Bodily Injury and Property Damage.

IX. GENERAL PROVISIONS

- A. Agency certifies that it possesses the legal authority to enter into this Agreement.
- B. Each party, by 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. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.
- C. The parties shall act in accordance with all applicable federal, state, county, and local laws, ordinances, and regulations affecting this Agreement and the work done by the Clients.
- D. This agreement may not be amended, changed or modified in any way, except by written agreement signed by all parties hereto.
- E. This agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
- F. This Agreement shall not become effective until all parties hereto have executed this Agreement.
- G. This Agreement contains the entire agreement between the parties hereto and

supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the parties, either oral or written.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement this _____ day of _____.

PLACEMENT AGENCY:
NON-PROFIT AGENCY

CURRY COUNTY SHERIFF:

Date
TITLE: _____

Date

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

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

AGENDA ITEM TITLE: Intergovernmental Agreement (IGA) for Curry County Dispatch Services

AGENDA DATE^a: 06/15/2016 **DEPARTMENT:** Sheriff's Office **TIME NEEDED:** 15 M

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

CONTACT PERSON: Sheriff John Ward/P.D. **PHONE/EXT:** 3322 **TODAY'S DATE:** 06/01/16

BRIEF BACKGROUND OR NOTE^b: IGA for Dispatch Services where billing will be quarterly and based on usage. Fire Districts will remain at a fixed rate of \$100 per/year.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

- (1)Twelve IGA's for Review & Signature
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

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

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

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

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Agnee Illahe RFPD (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2016, to June 30, 2017.

A Party can terminate its participation in the agreement upon 90 days written notice to all of the other parties. Either Party may terminate with fewer than 90 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

Non Appropriation: Notwithstanding any other provision for termination, County or Subscriber may terminate this agreement for non-appropriation. Each party's responsibility to expend money or other resources under this Agreement is contingent upon future appropriations as part of the Party's budget process and local budget law. Failure of either Party's Governing Body to appropriate sufficient funds to fulfill the terms of this agreement allows that party to terminate for non-appropriation.

SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide Dispatch Services on a 24-hour, seven-day-a-week basis.

Dispatch Services Include:

- A. Answer and dispatch 9-1-1 emergency and non-emergency calls for service;
- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDS, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.
- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.

- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
- L. Provide regular updates to the subscribers regarding any complaints of public or private concerns concerning that subscriber. County will respond to and address complaints in accordance with best practices, and update subscribers as to the outcomes.
- M. Provide agreed-upon routine testing at Subscriber's request.

Similar and related services not described above may be provided by agreement authorized by Sheriff or Sheriff's designee.

County's responsibility is limited to accepting communications links from Subscribers. County shall have no responsibility for maintenance or support of communications lines and equipment except to contract with current communications provider or its subsidiaries, successors or approved contractors for 9-1-1- and E-9-1-1 lines and equipment and to provide for maintenance of other equipment and software required for County's effective operation of the system.

System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis in arrears, such that the first payment under this IGA is due on or before September 30, 2016, and subsequent payments are due on or before the end of each quarter thereafter.
Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is

still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

SECTION 5 EMPLOYEES

By entering this agreement, none of the participating agencies, their employees or representatives shall be considered employees or agents of the County or Subscribers for any purpose.

County shall retain control of its dispatch center personnel; monitoring, evaluating, training, and adequately staffing the dispatch center under the terms of this agreement. All

such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

County shall have full authority and responsibility to hire, supervise, train, discipline, schedule, and assign personnel services provided under this Agreement. County shall have full discretion and authority to assign priority service among conflicting service demands at any time, and may contract to provide Dispatch Services to other Subscribers at its discretion; however County shall take no action which diminishes or degrades the level of service provided to Subscriber.

SECTION 6 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

SECTION 7 INCORPORATION OF FULL TERMS

This Intergovernmental Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this agreement.

SECTION 8 PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes any prior intergovernmental agreements over the same subject matter.

SECTION 9 SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

SECTION 10 INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

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In the event that any party files litigation to enforce this Agreement, or any portion thereof, each party shall be responsible for their own attorney fees and costs, including attorney fees and costs upon appeal.

SECTION 12 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

Signed: CURRY COUNTY:

John Ward, Sheriff / /
Date

Thomas Huxley, Chair / /
Date

Susan Brown, Vice Chair / /
Date

David Brock Smith / /
Date

SUBSCRIBER [NAME: AGNES TILLOT F.P.D.]:

Will DeLoe chief 5/3/16
Date
Name, Title

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .5 hr |
| Call time rate (\$30 x .25) | \$15.00 per call |

Starting with fiscal year 2016/2017 Agness Illahe Fire Department will be billed for dispatch during the first quarter for the year.

NOTE:

| | |
|--|----------|
| Rural Fire and Volunteer Fire Annual Flat Rate | \$100.00 |
|--|----------|

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Cal Ore Ground Ambulance Services (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
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Signed:

CURRY COUNTY:

John Ward
John Ward, Sheriff

5/12/16
Date

Thomas Huxley, Chair

/ /
Date

Susan Brown, Vice Chair

/ /
Date

David Brock Smith

/ /
Date

SUBSCRIBER [NAME: _____]:

David Brock Smith
Name, Title

5.9.16
Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30.00 |
| Approximate average call time | .5 hr per call |
| Call time rate (\$30 x .50) | \$15.00 per call |

Starting with fiscal year 2016/2017, Cal Ore will be billed quarterly for most recent past quarter's call history experience. Calls stats will be provided with each billing.

We have calculated that our 911 PSAP handled approximately 840 calls in fiscal year 2014-2015 for Cal-Ore's ground ambulance. Based on our internal cost calculations, the cost per call is approximately \$15.00. Averaging this out would equal \$1,053.75/month. Based on the number of calls, we agree the Fair Market Value for these services to be \$1,000.00 per month for a total of \$12,000.00 per year. Provider and Subscriber shall meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Cedar Valley/North Bank Rogue RFPD (Subscriber); (together: Parties).

PURPOSE

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RECITALS

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- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDS, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.
- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.

- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
- L. Provide regular updates to the subscribers regarding any complaints of public or private concerns concerning that subscriber. County will respond to and address complaints in accordance with best practices, and update subscribers as to the outcomes.
- M. Provide agreed-upon routine testing at Subscriber's request.

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System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

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Subscribers shall:

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Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is

still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

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such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

County shall have full authority and responsibility to hire, supervise, train, discipline, schedule, and assign personnel services provided under this Agreement. County shall have full discretion and authority to assign priority service among conflicting service demands at any time, and may contract to provide Dispatch Services to other Subscribers at its discretion; however County shall take no action which diminishes or degrades the level of service provided to Subscriber.

SECTION 6 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

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This Intergovernmental Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this agreement.

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The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

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SECTION 11 REMEDIES

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SECTION 12 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

Signed: CURRY COUNTY:

| | |
|---------------------------|---------------------------|
| _____ | _____ |
| John Ward, Sheriff | 6 / 2 / 16 Date |
| _____ | _____/_____/_____ Date |
| Thomas Huxley, Chair | |
| _____ | _____/_____/_____ Date |
| Susan Brown, Vice Chair | |
| _____ | _____/_____/_____ Date |
| David Brock Smith | |
| SUBSCRIBER [NAME: _____]: | |
| _____ | _____/_____/_____ Date |
| Name, Title | |

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .5 hr |
| Call time rate (\$30 x .25) | \$15.00 per call |

Starting with fiscal year 2016/2017 Cedar Valley/North Bank RFPD will be billed for dispatch during the first quarter for the year.

NOTE:

Rural Fire and Volunteer Fire Annual Flat Rate \$100.00

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Gold Beach Fire (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2016, to June 30, 2017.

A Party can terminate its participation in the agreement upon 90 days written notice to all of the other parties. Either Party may terminate with fewer than 90 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

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Signed:

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John Ward, Sheriff

6 / 2 / 16
Date

Thomas Huxley, Chair

/ /
Date

Susan Brown, Vice Chair

/ /
Date

David Brock Smith

/ /
Date

SUBSCRIBER [NAME: _____]:

Name, Title

/ /
Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
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| Call time rate (\$30 x .25) | \$15.00 per call |

Starting with fiscal year 2016/2017 Gold Beach Fire will be billed for dispatch during the first quarter for the year.

NOTE:

Rural Fire and Volunteer Fire Annual Flat Rate \$100.00

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

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PURPOSE

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RECITALS

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Signed:

CURRY COUNTY:

John Ward, Sheriff

6 / 2 / 16
Date

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith

Date

SUBSCRIBER [NAME: _____]:

Name, Title

Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|-----------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .25 hr |
| Call time rate (\$30 x .25) | \$7.50 per call |

Starting with fiscal year 2016/2017, City of Gold Beach Police Services will be billed quarterly for most recent past quarter's call history experience. Calls stats will be provided with each billing.

We have calculated that our 911 PSAP handled approximately 4828 calls in fiscal year 2014/2015 for Gold Beach Police. Based on internal cost calculations, the cost per call is approximately \$7.50. Averaging this out would equal \$3,017.50/month for that fiscal year. Notwithstanding the current dispatch service agreement, under this cost formula, dispatch services for that year would have cost \$36,210.00.

For the first 9 ½ months in the current fiscal year 2015/2016 July 1, 2015 through April 15, 2016, due to Gold Beach Police increased staffing level, productivity and usage our 911 PSAP has handled approximately 5103 calls for service.

Provider and Subscriber shall meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Langlois RFPD (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

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The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2016, to June 30, 2017.

A Party can terminate its participation in the agreement upon 90 days written notice to all of the other parties. Either Party may terminate with fewer than 90 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

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SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide Dispatch Services on a 24-hour, seven-day-a-week basis. Dispatch Services Include:

- A. Answer and dispatch 9-1-1 emergency and non-emergency calls for service;
- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDS, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.
- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.

- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
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- M. Provide agreed-upon routine testing at Subscriber's request.

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System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

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still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

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By entering this agreement, none of the participating agencies, their employees or representatives shall be considered employees or agents of the County or Subscribers for any purpose.

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such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

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SECTION 6 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

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This Agreement, upon its effective date, supersedes any prior intergovernmental agreements over the same subject matter.

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .5 hr |
| Call time rate (\$30 x .25) | \$15.00 per call |

Starting with fiscal year 2016/2017 Langlois RFPD will be billed for dispatch during the first quarter for the year.

NOTE:

Rural Fire and Volunteer Fire Annual Flat Rate \$100.00

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Ophir RFPD (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

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This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

Signed:

CURRY COUNTY:

John Ward, Sheriff

6 / 2 / 16
Date

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith

Date

SUBSCRIBER [NAME: _____]:

Name, Title

Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

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| Average Hourly Personnel Cost | \$30 |
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NOTE:

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**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Pistol River RFPD (Subscriber); (together: Parties).

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John Ward, Sheriff

6 / 9 / 16
Date

Thomas Huxley, Chair

/ /
Date

Susan Brown, Vice Chair

/ /
Date

David Brock Smith

/ /
Date

SUBSCRIBER [NAME: *NisTool River Fire Dept*]:

Neil Walker / Chair
Name, Title

6 / 8 / 2016
Date

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CURRY COUNTY DISPATCH SERVICES

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- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
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SECTION 6 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

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Signed:

CURRY COUNTY:

John Ward
John Ward, Sheriff

6 / 2 / 16
Date

Thomas Huxley, Chair

/ /
Date

Susan Brown, Vice Chair

/ /
Date

David Brock Smith

/ /
Date

SUBSCRIBER [NAME: _____]:

Name, Title

/ /
Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .50 hr |
| Call time rate (\$30 x .50) | \$15.00 per call |

Starting with fiscal year 2016/2017, Port Orford Ambulance will be billed quarterly for most recent past quarter's call history experience. Calls stats will be provided with each billing.

We have calculated that our 911 PSAP handled approximately 217 calls for service in the fiscal year 2014/2015 for Port Orford Ambulance. Based on our internal cost calculations, the cost per call is approximately \$15.00. Notwithstanding the current dispatch service agreement, under this cost formula, dispatch services for that year would equal \$542.50/month and \$6,510.00 for that year.

For the first 9 ½ months in the current fiscal year 2015/2016 July 1, 2015 through April 15, 2016, our 911 PSAP has handled 200 calls for service for the Port Orford Ambulance.

Provider and Subscriber shall meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Port Orford Fire Department (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
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Date

Susan Brown, Vice Chair / /
Date

David Brock Smith / /
Date

SUBSCRIBER [NAME: _____]:

Bruce Wayne Chairman 5 / 12 / 16
Name, Title Date

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .5 hr |
| Call time rate (\$30 x .25) | \$15.00 per call |

Starting with fiscal year 2016/2017 Port Orford Fire Department will be billed for dispatch during the first quarter for the year.

NOTE:

| | |
|--|----------|
| Rural Fire and Volunteer Fire Annual Flat Rate | \$100.00 |
|--|----------|

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

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6 / 2 / 16
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Date

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Name, Title

Date

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(Hourly cost divided by average call time)

| | |
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| Approximate average call time | .25 hr |
| Call time rate (\$30 x .25) | \$7.50 per call |

Starting with fiscal year 2016/2017, City of Port Orford Police Services will be billed quarterly for the most recent past quarter's call history. Call stats will be provided with each billing.

We have calculated that our 911 PSAP handled approximately 3118 calls in fiscal year 2014/2015 for the Port Orford Police Department. Based on internal cost calculations, the cost per call is approximately \$7.50. Averaging this out would equal \$1,948.75/month for that fiscal year. Notwithstanding the current dispatch services agreement, under this cost formula, dispatch services for that year would have cost \$23,385.00.

For the first 9 ½ months in the current fiscal year 2015/2016 July 1, 2015 through April 15, 2016, due to Port Orford Police staffing levels during the year, our 911 PSAP has handled 2185 calls for service.

Provider and Subscriber shall meet every year to go over the call volume numbers to discuss if the appropriate fees are being assessed and adjust accordingly.

**INTERGOVERNMENTAL AGREEMENT
FOR CURRY COUNTY DISPATCH SERVICES**

This Intergovernmental Agreement (IGA) is entered into between Curry County, a General Law County and Political Subdivision of the State of Oregon (County) and Sixes River Fire Department (Subscriber); (together: Parties).

PURPOSE

The purpose of this agreement is for Curry County to provide dispatch services to the Subscriber under the terms and conditions outlined herein.

RECITALS

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
- B. ORS 190.010 authorizes the parties to enter into an agreement for cooperative performance for any function or activity that a party to the cooperative agreement has authority to perform.
- C. County owns and administers the Computer Aided Dispatch (CAD) system (System) providing connectivity and security measures to satisfy legal requirements for Emergency and Law Enforcement Dispatch Services.
- D. County wishes to provide Dispatch Services to Subscriber and Subscriber wishes to obtain Dispatch Services from County on the terms and conditions stated herein.

SECTION 1 AGREEMENT

The above Recitals, Purpose statement and definitions and introductory information are included as terms of this agreement.

The Parties agree that Curry County will provide and Subscriber will obtain Dispatch Services on the terms and conditions herein.

SECTION 2 TERM AND TERMINATION

The term of this agreement shall be from July 1, 2016, to June 30, 2017.

A Party can terminate its participation in the agreement upon 90 days written notice to all of the other parties. Either Party may terminate with fewer than 90 days written notice only with written acceptance of such earlier termination.

Written acceptance includes US Postal Service First Class Mail; Private Commercial Delivery Service with receipt acknowledgement; Email to Authorized Representative described below; or other reasonable means that the parties agree constitutes "in writing."

Non Appropriation: Notwithstanding any other provision for termination, County or Subscriber may terminate this agreement for non-appropriation. Each party's responsibility to expend money or other resources under this Agreement is contingent upon future appropriations as part of the Party's budget process and local budget law. Failure of either Party's Governing Body to appropriate sufficient funds to fulfill the terms of this agreement allows that party to terminate for non-appropriation.

SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

The County shall provide Dispatch Services on a 24-hour, seven-day-a-week basis. Dispatch Services Include:

- A. Answer and dispatch 9-1-1 emergency and non-emergency calls for service;
- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
- D. Enter calls for service into the CAD computer system and be responsible for retaining and retrieving that information in accordance with applicable public records laws. As allowed by law, audio Compact Digital Disk (CD) will be produced.
- E. Provide Department of Motor Vehicle, NCIC, LEDS, and Curry County regional automated information as requested by field units and Subscriber.
- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
- G. Provide paging services for Public Safety purposes. Paging service shall include after-hours paging/calling as well as receiving and directing associated calls for services in emergencies.
- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.

- I. Radio broadcast administrative messages including but not limited to: attempts to locate; all points bulletins, and street closure announcements. Screen teletypes to supply information to proper jurisdiction or Subscriber.
- J. Maintain backup radio and telephone equipment and provide backup emergency power for radio and telephone service for the System.
- K. Contract with the City of Brookings as a backup center to provide Dispatch Services in the event of an emergency where County Dispatch Services are unavailable.
- L. Provide regular updates to the subscribers regarding any complaints of public or private concerns concerning that subscriber. County will respond to and address complaints in accordance with best practices, and update subscribers as to the outcomes.
- M. Provide agreed-upon routine testing at Subscriber's request.

Similar and related services not described above may be provided by agreement authorized by Sheriff or Sheriff's designee.

County's responsibility is limited to accepting communications links from Subscribers. County shall have no responsibility for maintenance or support of communications lines and equipment except to contract with current communications provider or its subsidiaries, successors or approved contractors for 9-1-1- and E-9-1-1 lines and equipment and to provide for maintenance of other equipment and software required for County's effective operation of the system.

System Upgrades: County may from time to time upgrade its system. Subscriber shall be responsible for all maintenance upgrades and replacement of Subscriber's own equipment to maintain compatibility and interoperability with County's system.

SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis in arrears, such that the first payment under this IGA is due on or before September 30, 2016, and subsequent payments are due on or before the end of each quarter thereafter.
Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is

still unpaid for more than 45 days after written notice by provider of intent to terminate.

Subscriber can request a review of its cost allocations. If a review is requested, the County will research the matter and pass the available information on to the Subscriber and the Board of Commissioners. The Board of Commissioners may modify the costing ratios at such time as the Board establishes Subscriber fees for the upcoming fiscal year.

- B. Consult with County, as needed, on equipment, computer software, budget, procedures and operation of the dispatch center.
- C. At its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave or other signals to and from County's receiving point(s), including but not limited to portable and mobile radios, base stations, towers, repeaters, fiber/T1, and similar technology and equipment.
- D. Subscriber shall be directly responsible for the purchase of all specified equipment and installation services at their locations described above and including desktop computers, mobile data computers, and such similar technology and equipment.
- E. Subscriber agrees that County has the right in its absolute discretion to upgrade County's System and that Subscriber bears all responsibility and expense to upgrade Subscriber's system to maintain interoperability and compatibility with County's System.
- F. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel to promote efficient and effective use of the communications system.

SECTION 5 EMPLOYEES

By entering this agreement, none of the participating agencies, their employees or representatives shall be considered employees or agents of the County or Subscribers for any purpose.

County shall retain control of its dispatch center personnel; monitoring, evaluating, training, and adequately staffing the dispatch center under the terms of this agreement. All

such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

County shall have full authority and responsibility to hire, supervise, train, discipline, schedule, and assign personnel services provided under this Agreement. County shall have full discretion and authority to assign priority service among conflicting service demands at any time, and may contract to provide Dispatch Services to other Subscribers at its discretion; however County shall take no action which diminishes or degrades the level of service provided to Subscriber.

SECTION 6 HOLD HARMLESS

To the extent permitted by law, the parties shall hold each other harmless and indemnify the other from any and all causes of action, judgments, claims or damages arising out of its sole and solitary acts under this agreement.

In consideration of the mutual exchange of consideration herein, each Party expressly agrees, to the fullest extent permitted by law yet subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, Sections 9 & 10, to indemnify, defend, save harmless, discharge, release and forever acquit the other Party, its employees, officers, agents, and assigns from and against any and all claims, demands, suits, and proceedings brought against the other Party, its employees, officers, agents, and assigns, for loss, property damage, personal injury or death to a third party that are alleged to have been caused by either Party or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the activities covered by this agreement. A party's duty to indemnify does not apply to the extent that the loss, property damage, personal injury or death is determined to be caused by or resulting from the sole fault of the Party seeking defense or indemnity.

SECTION 7 INCORPORATION OF FULL TERMS

This Intergovernmental Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this agreement.

SECTION 8 PRIOR AGREEMENTS

This Agreement, upon its effective date, supersedes any prior intergovernmental agreements over the same subject matter.

SECTION 9 SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results on the invalidity of any part, shall not affect the remainder of the Agreement.

SECTION 10 INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SECTION 11 REMEDIES

In the event that any party files litigation to enforce this Agreement, or any portion thereof, each party shall be responsible for their own attorney fees and costs, including attorney fees and costs upon appeal.

SECTION 12 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and such counterparts together will constitute only one instrument. Any one counterpart will be sufficient for the purpose of proving the existence and terms of this Agreement, and no party will be required to produce an original or all of the counterparts in making such proof.

Signed:

CURRY COUNTY:

John Ward
John Ward, Sheriff

6/9/16
Date

Thomas Huxley, Chair

/ /
Date

Susan Brown, Vice Chair

/ /
Date

David Brock Smith

/ /
Date

SUBSCRIBER [NAME: Sixes RFPD]:

Fire Chief Wayne Moore
Name, Title

/ /
Date

Keely M. Perkins for Sixes Board June 6th 2016

INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"

CURRY COUNTY DISPATCH SERVICES

COST FORMULA

(Hourly cost divided by average call time)

| | |
|-------------------------------|------------------|
| Average Hourly Personnel Cost | \$30 |
| Approximate average call time | .5 hr |
| Call time rate (\$30 x .25) | \$15.00 per call |

Starting with fiscal year 2016/2017, Sixes River Fire Department will be billed for dispatch services during the first quarter for the year.

NOTE:

Rural Fire and Volunteer Fire Annual Flat Rate \$100.00

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

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

AGENDA ITEM TITLE: County Insurance Renewals - CAL/OR Ins.

AGENDA DATE^a: 06-15-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 min.

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

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-02-16

BRIEF BACKGROUND OR NOTE^b: Debbie Krambeal will give a presentation of the County Insurance Renewal policy for 2016-2017

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Discussion/Decision

- (1) Renewal Premium Summary and supporting docs
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Presentations

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

CIS

Curry County CURC-I2016-00 Payment Plan

PROPOSAL

| <u>Payment Date</u> | <u>Invoice Amount</u> | <u>Interest Amount</u> | <u>Quarterly Pmt</u> | <u>Calculation</u> |
|---------------------|-----------------------|------------------------|----------------------|---|
| 8/15/2016 | 64,207.00 | | 64,207.00 | |
| 10/1/2016 | 64,207.00 | 949.91 | 65,156.91 | $(45/365) \times .04 \times \$192,621.00$ |
| 1/1/2017 | 64,207.00 | 633.27 | 64,840.27 | $(90/365) \times .04 \times \$128,414.00$ |
| 4/1/2017 | 64,207.00 | 316.64 | 64,523.64 | $(90/365) \times .04 \times \$64,207.00$ |
| | <u>256,828.00</u> | | <u>258,727.82</u> | |



**Workers' compensation insurance proposal for
CURRY COUNTY**

CAL/OR INSURANCE AGENCY
WAFD INSURANCE GROUP INC
P: 541.469.3510
F: 541.469.2097



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 2

| Class | Description | Estimated Payroll | Rate | Estimated Premium |
|--------|--|-------------------|-------|-------------------|
| 0050 | Weed Control Incl Dr | \$48,200 | 4.30 | \$2,073 |
| 5191 | Computer Dev-Instl/Inspec/Ser/Repr | \$174,000 | .81 | \$1,409 |
| 5506 | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$473,500 | 6.40 | \$30,304 |
| 7024 M | Vessels-Noc-State Act | \$130,000 | 2.47 | \$3,211 |
| 7720 | Police Officers & Dr | \$2,050,000 | 2.42 | \$49,610 |
| 7720 | County Search And Rescue- Volunteer | \$11,000 | 2.42 | \$266 |
| 8411 | Vol Plcmm @ 0800/Mo Ea | \$144,000 | 1.45 | \$2,088 |
| 8742 | Field Representatives | \$346,000 | .22 | \$761 |
| 8810 | Office Clerical | \$882,000 | .13 | \$1,147 |
| 8820 | Attorney & Cler/Messenger/Dr | \$409,000 | .14 | \$573 |
| 8832 | Physician & Clerical | \$25,000 | .35 | \$88 |
| 9015 | Buildings-Ops By Owner/Lessee & Drivers | \$77,000 | 2.85 | \$2,195 |
| 9016 | County Fairs/Dr | \$55,500 | 2.33 | \$1,293 |
| 9102 | Park Noc-All Employees & Dr | \$66,000 | 2.93 | \$1,934 |
| 9410 | Building Inspectors | \$89,000 | 1.29 | \$1,148 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$553,000 | 1.29 | \$7,134 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 12.19 | \$0 |
| 6876 | Diving-State Act Exposure Only | \$0 | 4.13 | \$0 |
| 7395 M | Diving-Marine | \$0 | 2.93 | \$0 |
| 8380 | Service Station-Dr | \$0 | 2.88 | \$0 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.28 | \$0 |
| 8835 | Nurse-Home Health/Public-Trvl-Al Emp | \$0 | 2.93 | \$0 |
| 9402 | Street Cleaning-Dr | \$0 | 4.65 | \$0 |
| 6876 | Vol Diver-State Act Exposur Only VOL@\$9.25/hour | \$0 | 4.13 | \$0 |
| 7395 M | Vol Diving-Marine VOL@\$9.25/hour | \$0 | 2.93 | \$0 |
| 7720 | Vol Comm Emergency Resp Team Mbr VOL@\$9.25/ | \$0 | 2.42 | \$0 |
| 7720 | Vol Police Interns VOL@\$9.25/hour | \$0 | 2.42 | \$0 |
| 7720 | Inmates @ 9.25/Hr Ea VOL@\$9.25/hour | \$80,000 | 2.42 | \$1,936 |
| 8810 | Vol Office Clerical VOL@\$9.25/hour | \$0 | .13 | \$0 |
| 8831 | Vol Care/Feed Animals-Dr VOL@\$9.25/hour | \$0 | 1.28 | \$0 |
| 8832 | Vol Medical Office Assistant VOL@\$9.25/hour | \$0 | .35 | \$0 |
| 8835 | Vol Adult Care Service VOL@\$9.25/hour | \$0 | 2.93 | \$0 |
| 9016 | Vol Fairgrounds Booth Worker VOL@\$9.25/hour | \$0 | 2.33 | \$0 |
| 9016 | Vol Fairgrounds Clerical VOL@\$9.25/hour | \$0 | 2.33 | \$0 |
| 9410 | Vol Building Inspectors VOL@\$9.25/hour | \$1,500 | 1.29 | \$19 |

Total Payroll \$5,614,700

Manual Premium \$107,188

Part Two Coverage (Increased Limits Factor 1.004) + \$429

Subject Premium \$107,616

Experience Rating Modification x .88

Modified Premium \$94,702

Group Discount (OGSERP Factor .98) - \$1,894



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017 **Policy:** 486686
Group: OREGON PUBLIC EMPLOYERS GROUP **Plan:** 2

| | | |
|---------------------------------------|---|-----------------|
| Quarterly Prepay Discount (1.0%) | - | <u>\$928</u> |
| Standard Premium | | \$91,880 |
| Premium Discount | - | <u>\$12,532</u> |
| Discounted Premium | | \$79,348 |
| Terrorism Premium | + | \$561 |
| Catastrophe Premium | + | \$561 |
| DCBS Premium Assessment @ 6.2% | + | <u>\$4,821</u> |
| Total Premiums and Assessments | | \$85,292 |
| Quarterly Prepay Installment | | \$21,323 |

| Premium discount schedule | | |
|---------------------------|-----------|-------|
| First | \$3,500 | 0.0% |
| Next | \$14,500 | 10.0% |
| Next | \$82,000 | 15.0% |
| Over | \$100,000 | 16.5% |

Payroll Reporting Frequency: Annual
 Maritime coverage at limit of \$100,000 with \$0 minimum premium.
 Part Two coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000 with \$120 minimum premium.
 Terrorism premium = total payroll / 100 x .01
 Catastrophe premium = total payroll / 100 x .01
 DCBS Premium Assessment excludes Part Two coverage and federal premium.
 Premium and rating factors will change on your anniversary rating date to those in effect at that time.
 Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.



CURRY COUNTY

Adjusted Rates for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 2

| Class | Description | Estimated Payroll | Base rate | Adjusted rate |
|--------|--|-------------------|-----------|---------------|
| 0050 | Weed Control Incl Dr | \$48,200 | 4.30 | .036859 |
| 5191 | Computer Dev-Instl/Inspec/Ser/Repr | \$174,000 | .81 | .006943 |
| 5506 | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$473,500 | 6.40 | .054860 |
| 7024 M | Vessels-Noc-State Act | \$130,000 | 2.47 | .021173 |
| 7720 | Police Officers & Dr | \$2,050,000 | 2.42 | .020744 |
| 7720 | County Search And Rescue- Volunteer | \$11,000 | 2.42 | .020744 |
| 8411 | Vol Plcmn @ 0800/Mo Ea | \$144,000 | 1.45 | .012429 |
| 8742 | Field Representatives | \$346,000 | .22 | .001886 |
| 8810 | Office Clerical | \$882,000 | .13 | .001114 |
| 8820 | Attorney & Cler/Messenger/Dr | \$409,000 | .14 | .001200 |
| 8832 | Physician & Clerical | \$25,000 | .35 | .003000 |
| 9015 | Buildings-Ops By Owner/Lessee & Drivers | \$77,000 | 2.85 | .024430 |
| 9016 | County Fairs/Dr | \$55,500 | 2.33 | .019973 |
| 9102 | Park Noc-All Employees & Dr | \$66,000 | 2.93 | .025116 |
| 9410 | Building Inspectors | \$89,000 | 1.29 | .011058 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$553,000 | 1.29 | .011058 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 12.19 | .104492 |
| 6876 | Diving-State Act Exposure Only | \$0 | 4.13 | .035402 |
| 7395 M | Diving-Marine | \$0 | 2.93 | .025116 |
| 8380 | Service Station-Dr | \$0 | 2.88 | .024687 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.28 | .010972 |
| 8835 | Nurse-Home Health/Public-Trvl-Al Emp | \$0 | 2.93 | .025116 |
| 9402 | Street Cleaning-Dr | \$0 | 4.65 | .039859 |
| 6876 | Vol Diver-State Act Exposur Only | \$0 | 4.13 | .035402 |
| 7395 M | Vol Diving-Marine VOL@\$9.25/hour | \$0 | 2.93 | .025116 |
| 7720 | Vol Comm Emergency Resp Team Mbr | \$0 | 2.42 | .020744 |
| 7720 | Vol Police Interns VOL@\$9.25/hour | \$0 | 2.42 | .020744 |
| 7720 | Inmates @ 9.25/Hr Ea VOL@\$9.25/hour | \$80,000 | 2.42 | .020744 |
| 8810 | Vol Office Clerical VOL@\$9.25/hour | \$0 | .13 | .001114 |
| 8831 | Vol Care/Feed Animals-Dr VOL@\$9.25/hour | \$0 | 1.28 | .010972 |
| 8832 | Vol Medical Office Assistant VOL@\$9.25/hour | \$0 | .35 | .003000 |
| 8835 | Vol Adult Care Service VOL@\$9.25/hour | \$0 | 2.93 | .025116 |
| 9016 | Vol Fairgrounds Booth Worker VOL@\$9.25/ | \$0 | 2.33 | .019973 |
| 9016 | Vol Fairgrounds Clerical VOL@\$9.25/hour | \$0 | 2.33 | .019973 |
| 9410 | Vol Building Inspectors VOL@\$9.25/hour | \$1,500 | 1.29 | .011058 |

Adjusted Rate Factors

| | |
|---|-------|
| Part Two Coverage Increased Limits Factor | 1.004 |
| Experience Rating Modification | 0.880 |
| Group Discount (OGSERP Factor) | 0.980 |
| Prepay Discount | 0.990 |

Total Payroll \$5,614,700



CURRY COUNTY

Adjusted Rates for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 2



CURRY COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 2

Agency: WAFD INSURANCE GROUP INC

Producer: CAL/OR INSURANCE AGENCY

Premium Estimate:

| | |
|----------------------------------|----------|
| Modified premium | \$94,702 |
| Group discount | \$1,894 |
| Quarterly prepay discount (1.0%) | \$928 |
| Standard premium | \$91,880 |
| Premium discount | \$12,532 |
| Total premiums and assessments | \$85,292 |

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**



CURRY COUNTY

Prepay Installment

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 2

Please return this page with remittance.

Quarterly prepay installment due by **07/10/2016: \$21,323**

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

| | | | |
|----------------------|-----------------------|-----------------|--------|
| SAIF use only | | | TIMJOS |
| Date received _____ | Amount received _____ | Check no. _____ | |
| Bond Company _____ | Bond no. _____ | | |



CURRY COUNTY

Plan description for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Oregon Group Supplemental Experience Rating Plan (OGSERP) - Plan 2

You may be eligible for additional group savings through the Oregon Group Supplemental Experience Rating Plan. This plan allows businesses to be rated collectively as a group, and the combined premium and losses of all members are evaluated each year to determine the group's supplemental discount.

The Prepay advantage and payment terms - Plan 2

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 1 percent discount is offered for quarterly prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount even when your standard premium changes during the policy period.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 10th day of the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

If you choose a quarterly prepay, the estimated premium will be billed in four equal installments. Subsequent quarterly installments are due by the 25th day following the bill date of the installment.

Because the prepayment installments are based on estimated payroll and premium, your final premium, including terrorism and catastrophe premiums and DCBS premium assessment, cannot be determined until you report the actual subject payroll. A payroll report will be sent to you at the end of the policy year. SAIF must receive your completed payroll report by the indicated due date or you may go to **saif.com** to submit your payroll online. We will calculate the premium and assessment amounts and compare them to the payments you made based on the estimate. We will then send you a reconciliation statement showing the difference in these two amounts.

SAIF adds interest at the rate of one percent per month to any past due balance.

CAL/OR Insurance Specialists, Inc.

Curry County

Renewal Premium Summary 2016-2017

AIRPORT LIABILITY:

Old Republic Aerospace Insurance Company

\$10,000,000 Limit of Liability Per Occurrence/Per Aggregate

\$25,000 Per Person Medical Expense

TOTAL ANNUAL PREMIUM: \$3,019.00 (see attached)

3rd year of 3-year policy

COMMERCIAL PACKAGE:

CIS INSURANCE SERVICES

Liability: General and Auto (see attached)

\$7,000,000 Per Occurrence (**higher limits are available**)

3X Per Occurrence Limit Annual Aggregate

Property: Buildings, Contents, Earthquake (limit of \$5,000,000), equipment breakdown (see attached)

Flood (limit of \$5,000,000)

Crime: (see attached)

\$500,000 Limit includes Employee theft-per loss, forgery or alteration, theft of money & securities, computer fraud, money orders & counterfeit paper currency, funds transfer fraud, & faithful performance of duty. Impersonation Fraud Coverage limit is \$100,000

Cyber Security: \$250,000 limit (see coverage forms attached)

RENEWAL PREMIUM: \$256,477.18

Street: 16389 Highway 101 S., Brookings, OR 97415

Mailing: P.O. Box 2725, Harbor, OR 97415

Telephone: 541-469-3510 or 1-800-762-8589

Fax: 541-469-2097

Website: www.calor-insurance.com



WORKERS COMPENSATION:

SAIF CORPORATION

Estimated payroll: \$5,614,700

Experience Mod: .88 (last renewal term was .97)

\$1,000,000/\$1,000,000/\$1,000,000 Limits (see attached)

RENEWAL PREMIUM: \$83,202 (annual prepay discount)



NORTHWEST INSURANCE GROUP, INC.

Aviation Insurance Brokerage & Risk Management Services

Airport Owners & Operators Liability Policy RENEWAL QUOTATION

MUNICIPALITY / INSURED

| | | | |
|----------------|------------------------|-------------------|---------------|
| <u>Name</u> | CURRY COUNTY OF OREGON | | |
| <u>Airport</u> | BOK | BROOKINGS AIRPORT | BROOKINGS, OR |

PRODUCER

| | | | |
|------------------------|--------------------------------|-----------------|--------------|
| <u>Agency</u> | CAL/OR INSURANCE AGENCY | | |
| <u>Contact Name</u> | DEBBIE KRAMBEAL | <u>Location</u> | HARBOR, OR |
| <u>Billing Address</u> | PO BOX 2725, HARBOR, OR 971415 | | |
| <u>E-Mail</u> | DEBBIEK@CALOR-INSURANCE.COM | <u>Fax</u> | 541-469-2097 |

COMMENTS

Greetings Debbie,

This is the 3rd year of our three year policy with Old Republic Aerospace, Inc. Because it is a 3 year policy, the premium is fixed for all 3 years and will remain unchanged for the 2016-17 premium year. We will not be requiring any new applications during the 3 year term.

However, please document and send us any changes to the airport operations for the 2016-17 policy year.

Attached is the same quotation for this year through the issuing company, the *Old Republic Insurance Company*, an A+XV Rated insurance carrier.

Please:

- 1.) Have the attached order page signed by the appropriate municipal representative, and
- 2.) email (leslie@nwinsurance.net) or fax-return (503-640-6202) the signed order

We invite the insured to send us documents or call us about insurance concerns regarding airports, airport leases, operations, etc. Airshows and other competitive or exhibition type events at airports pose additional insurance problems and need to be addressed in advance of those schedules.

Please call if you have questions (503-640-6060). Many thanks again for your business.

Best Regards,

Leslie J. Birr
Program Manager

Airport Owners & Operators Liability Policy **RENEWAL ORDER**

NAMED INSURED

| | |
|----------------------------|---|
| <u>Named Insured</u> | CURRY COUNTY OF OREGON |
| <u>Mailing Address</u> | 94235 MOORE STREET #125, GOLD BEACH, OR 97444 |
| <u>Airport</u> | BOK - BROOKINGS AIRPORT Located in BROOKINGS, OR |
| <u>Policy Renewal Date</u> | JULY 01, 2016 |
| <u>Insurance Company</u> | OLD REPUBLIC AEROSPACE |

COVERAGE LIMITS

| | | |
|--|----|---|
| <u>Premises Operations</u> | \$ | 10,000,000 OCCURRENCE |
| <u>Products & Completed Operations</u> | | 10,000,000 AGGREGATE |
| <u>Malpractice Liability</u> | | 10,000,000 AGGREGATE |
| <u>Personal & Advertising Injury Liability</u> | | 10,000,000 AGGREGATE |
| <u>Fire Damage Limit Any One Fire</u> | | 250,000 |
| <u>Medical Expense Any One Person</u> | | 25,000 |
| <u>Hangarkeepers</u> | | 10,000,000 ANY ONE OCCURRENCE 10,000,000 ANY ONE AIRCRAFT |
| <u>Non-owned Aircraft Liability</u> | | 10,000,000 |
| <u>Deductibles</u> | | NIL EACH AND EVERY LOSS |

ENDORSEMENTS & ENHANCEMENTS

- PR204 AMENDMENT OF NOISE & POLLUTION & OTHER PERILS
- PR211 EXCESS AUTOMOBILE LIABILITY ENDORSEMENT (EXCESS PRIMARY \$1,000,000)
- PR213 CHANGE OF NAMED INSURED ENDORSEMENT
- PR269 INDIVIDUAL ENTITY NAME AND AIRPORT LOCATION ENDORSEMENT
- PR 220 IMMUNITY WAIVER ENDORSEMENT
- PR227 EXCESS EMPLOYERS LIABILITY ENDORSEMENT (EXCESS PRIMARY \$1,000,000)
- PR228 CANCELLATION NOTIFICATION (90 DAYS EXCEPT FOR CANCELLATION FOR NONPAYMENT)
- PR236 ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT
- PR237 NUCLEAR EXCLUSION
- PR247 NON-OWNED PHYSICAL DAMAGE LEGAL LIABILITY ENDORSEMENT
- PR248 VOLUNTEERS ENDORSEMENT
- 2000a DATE RECOGNITION EXCLUSION ENDORSEMENT
- 2000A DATE RECOGNITION LIMITED COVERAGE ENDORSEMENT
- PA402 THREE YEAR POLICY ENDORSEMENT
- CEPAM TERRORISM COVERAGE
- PR52D WAR/EXTENDED COVERAGE
- INCLUDED MISDIRECTION OF PASSENGERS LIABILITY
- CONTINGENT HOST LIQUOR LIABILITY
- GARAGE KEEPERS LIABILITY
- CONTRACTUAL PART OF COVERAGE A - BODILY INJURY & PROPERTY DAMAGE

PREMIUM

Total Annual Premium \$3,019

RENEW FOR THE THIRD YEAR OF THE 3-YEAR POLICY AS QUOTED ABOVE

THERE HAVE BEEN NO CHANGES TO THE AIRPORT OPERATIONS IN THE LAST YEAR

THE CHANGES IN THE AIRPORT OPERATIONS IN THE LAST YEAR ARE LISTED BELOW:

APPROVED BY:

X

SIGNED

PRINTED

TITLE

DATE

Property and/or Liability Proposal Summary



citycounty insurance services

Member

Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent

CAL/OR Insurance Agency
PO Box 2725
Brookings, OR 97415

| Member Number | Effective Date | Termination Date | Proposal Date |
|---------------|----------------|------------------|---------------|
| 20006 | 7/1/2016 | 7/1/2017 | 5/13/2016 |

| Coverage | Description | Amount | Total Due |
|-----------------------------------|---------------------------------|---------------------|--------------|
| General Liability (Standard Plan) | Contribution Limit: \$7,000,000 | \$176,610.78 | |
| | Multi-Line Credit | (\$5,298.32) | |
| | Bonus Program Credits (0)* | \$0.00 | \$171,312.45 |
| Auto Liability | Contribution | \$24,909.91 | |
| | Multi-Line Credit | (\$747.30) | \$24,162.61 |
| Auto Physical Damage | Contribution | Not Purchased | |
| | Multi-Line Credit | \$0.00 | \$0.00 |
| Property | Contribution | \$57,739.30 | |
| | Multi-Line Credit | (\$1,732.18) | |
| | Bonus Program Credits (0)* | \$0.00 | \$56,007.12 |
| Optional Excess Liability | Contribution | Not Purchased | \$0.00 |
| Optional Excess Quake | Contribution | Not Purchased | \$0.00 |
| Optional Excess Flood | Contribution | Not Purchased | \$0.00 |
| Optional Excess Crime | Contribution | \$1,187.00 | \$1,187.00 |
| Optional Excess Cyber Liability | Contribution | \$3,808.00 | \$3,808.00 |
| Difference In Conditions | Contribution | Not Purchased | \$0.00 |
| Summary | Contribution | \$264,254.99 | |
| | Multi-Line Credit | (\$7,777.80) | |
| | Bonus Program Credit | \$0.00 | |

* Each Bonus Program Credit equals 1% of GL and PR Contribution, up to \$1,000.

This is not an invoice. Information Only

| | |
|---------------|---------------------|
| Total: | \$256,477.18 |
|---------------|---------------------|

CIS Liability Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
CAL/OR Insurance Agency
PO Box 2725
Brookings, OR 97415

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

| Coverage Period: 7/1/2016 to 7/1/2017 | 5/13/2016 | | | |
|---|-----------------------|-------------------|----------------------------------|----------------------|
| Coverage* | Per Occurrence Limit* | Annual Aggregate* | Per Occurrence Deductible / SIR* | Agg/Retro Deductible |
| Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement | \$200,000 | \$600,000 | None | None |

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2016)

| Coverage* | Per Occurrence Limit | Annual Aggregate | | |
|--|----------------------|------------------|--|--|
| Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits) | \$6,800,000 | \$20,400,000 | | |

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2016)

| Coverage** | Per Occurrence Limit | Annual Aggregate | | |
|----------------|----------------------|------------------|--|--|
| Torus National | | | | |

* Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.
Excess Liability Coverage does not provide Uninsured Motorist coverage.

** Refer to Torus National Insurance Company Policy for details on coverage limitations and exclusions in this layer.

| Coverage | Contribution |
|------------------------|---------------------|
| General Liability | \$176,610.78 |
| Auto Liability | \$24,909.91 |
| Liability Total | \$201,520.68 |

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

CIS Property Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
CAL/OR Insurance Agency
PO Box 2725
Brookings, OR 97415

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2016 to 7/1/2017 5/13/2016

Coverage Limits (Per Occurrence):*

| | |
|---|---|
| Building and Contents and PIO | Per current CIS Property Schedule |
| Mobile Equipment | Per current CIS Mobile Equipment Schedule |
| Earthquake | \$5,000,000 |
| Excess Earthquake - Coverage applies only if coverage limit is shown. | None |
| Flood | \$5,000,000 |
| Excess Flood - Coverage applies only if coverage limit is shown. | None |
| Combined Loss of Revenue and Rental Value | \$300,000 |
| Combined Extra Expense and Rental Expense | \$300,000 |
| Property in Transit | \$150,000 |
| Hired, Rented or Borrowed Equipment | \$150,000 |
| Restoration/Reproduction of Books, Records, etc. | \$100,000 |
| Electronic Data Restoration/Reproduction | \$250,000 |
| Pollution Cleanup | \$25,000 |
| Crime Coverage | \$50,000 |
| Police Dogs (if scheduled) | \$15,000 |
| Off Premises Service Interruption | \$100,000 |
| Miscellaneous Coverage | \$50,000 |
| Personal Property at Unscheduled Locations | \$15,000 |
| Personal Property of Employees or Volunteers | \$15,000 |
| Unscheduled Fine Arts | \$100,000 |
| Temporary Emergency Shelter Restoration | \$50,000 |
| Difference In Conditions - Earthquake & Flood (if any): | \$0 |

Extra Items (if any):

* This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered: Per current CIS Property Schedule.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.

Deductibles: \$1,000 Per occurrence except as noted and as follows (if any).

\$1,000 Per occurrence on scheduled mobile equipment items.

Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

Total Contribution: \$57,739.30 (Property)

\$0.00 (Excess Earthquake)

Forms Applicable: CIS Property Coverage Agreement - CIS PR (7/1/2016)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

CIS Equipment Breakdown Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
CAL/OR Insurance Agency
PO Box 2725
Brookings, OR 97415

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2016 to 7/1/2017

5/13/2016

Coverage Limits:*

| | |
|--|--|
| Property Damage | Per current CIS Property Schedule or \$100,000,000, whichever is less. |
| Rental Value/Rental Expense | Included in Property Damage |
| Extra Expense | Included in Property Damage |
| Service Interruption | Included in Property Damage |
| Drying out following a flood | Included in Property Damage |
| Course of Construction | Included in Property Damage |
| Computer Equipment | Included in Property Damage |
| Portable Equipment | Included in Property Damage |
| CFC Refrigerants | Included in Property Damage |
| Hazardous Substance | \$2,000,000 |
| Data Restoration | \$250,000 |
| Perishable Goods | \$2,000,000 |
| Expediting Expense | \$2,000,000 |
| Demolition | \$2,000,000 |
| Ordinance or Law | \$2,000,000 |
| Off Premises Property Damage | \$250,000 |
| Contingent Rental Value/Rental Expense | \$250,000 |
| Newly Acquired Locations | \$1,000,000 / 365 days max. |
| Extended Period of Restoration | 30 Days |

*** This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

Locations Covered: Per current CIS Property Schedule.

Deductible: \$1,000 All Coverages: 24 hour waiting period applies for service interruption.

Contribution: Included

Forms Applicable: Equipment Breakdown Coverage Agreement - CIS BM (7/1/2016)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by:

Authorized Representative / Agent

Date:

CIS Excess Crime Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
CAL/OR Insurance Agency
PO Box 2725
Brookings, OR 97415

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2016 to 7/1/2017

5/13/2016

Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement *

| | |
|--|-----------|
| Employee Theft - Per Loss Coverage | \$500,000 |
| Forgery or Alteration | Included |
| Inside Premises - Theft of Money & Securities | Included |
| Inside Premises - Robbery, Safe Burglary - Other | Included |
| Outside Premises | Included |
| Computer Fraud | Included |
| Money Orders and Counterfeit Paper Currency | Included |
| Funds Transfer Fraud | Included |
| Impersonation Fraud Coverage | \$100,000 |

Additional Coverages:

Faithful Performance of Duty Included

* This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

Locations Covered: Per current CIS Property Schedule.

Contribution: \$1,187.00

Forms Applicable: National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____

Excess Cyber Security Expense Coverage Proposal



citycounty insurance services

CIS
1212 Court St NE
Salem, OR 97301

Named Member
Curry County
94235 Moore Street, Ste 123
Gold Beach, OR 97444

Agent of Record
CAL/OR Insurance Agency
PO Box 2725
Brookings, OR 97415

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Period: 7/1/2016 to 7/1/2017 5/13/2016

Excess Cyber Security Expense Coverage **\$250,000**

Coverage Limits excess of \$50,000 coverage provided under the CIS General & Auto Liability Coverage Agreement *

| | |
|-----------------------------|----------|
| Notification Costs | Included |
| Third Party Liability | Included |
| Penalties | Included |
| Extortion | Included |
| Breach Coaching | Included |
| Public Relations Consulting | Included |
| Credit Monitoring | Included |

* This represents only a brief summary of coverages. Please refer to the Cyber Security Expense Coverage section of the CIS General & Auto Liability Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Deductible \$5,000

Contribution: \$3,808.00

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2016)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____

Authorized Representative / Agent

Date: _____



**Workers' compensation insurance proposal for
CURRY COUNTY**

**CAL/OR INSURANCE AGENCY
WAFD INSURANCE GROUP INC
P: 541.469.3510
F: 541.469.2097**



May 13, 2016

CAL/OR INSURANCE AGENCY
PO BOX 2725
HARBOR, OR 97415

Re: CURRY COUNTY

Policy: 486686

Dear CAL/OR INSURANCE AGENCY:

This business's workers' compensation policy with SAIF Corporation renews on 07/01/2016. I authorized the rates and plan(s) shown on the enclosed premium estimate(s).

To elect coverage

Sign and return the *Notice of Election* before the effective date of 07/01/2016.

To elect a premium prepayment discount

Remit the first payment to SAIF by 07/10/2016 along with the enclosed prepay installment form. The business will not receive the prepay discount if the payment is late.

Verifiable time records

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to *saif.com / Employer Guide / Reporting payroll / Verifiable time records*.

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you and our mutual customers to achieve this goal. Please feel free to contact me whenever you need assistance.

Sincerely,

Tim Joslin
Underwriter
P: 503.373.8484 or 800.285.8525
F: 503.584.8484
timjos@saif.com

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.373.8020



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

| Class | Description | Estimated Payroll | Rate | Estimated Premium |
|--------|--|-------------------|-------|-------------------|
| 0050 | Weed Control Incl Dr | \$48,200 | 4.30 | \$2,073 |
| 5191 | Computer Dev-Instl/Inspec/Ser/Repr | \$174,000 | .81 | \$1,409 |
| 5506 | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$473,500 | 6.40 | \$30,304 |
| 7024 M | Vessels-Noc-State Act | \$130,000 | 2.47 | \$3,211 |
| 7720 | Police Officers & Dr | \$2,050,000 | 2.42 | \$49,610 |
| 7720 | County Search And Rescue- Volunteer | \$11,000 | 2.42 | \$266 |
| 8411 | Vol Plcmm @ 0800/Mo Ea | \$144,000 | 1.45 | \$2,088 |
| 8742 | Field Representatives | \$346,000 | .22 | \$761 |
| 8810 | Office Clerical | \$882,000 | .13 | \$1,147 |
| 8820 | Attorney & Cler/Messenger/Dr | \$409,000 | .14 | \$573 |
| 8832 | Physician & Clerical | \$25,000 | .35 | \$88 |
| 9015 | Buildings-Ops By Owner/Lessee & Drivers | \$77,000 | 2.85 | \$2,195 |
| 9016 | County Fairs/Dr | \$55,500 | 2.33 | \$1,293 |
| 9102 | Park Noc-All Employees & Dr | \$66,000 | 2.93 | \$1,934 |
| 9410 | Building Inspectors | \$89,000 | 1.29 | \$1,148 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$553,000 | 1.29 | \$7,134 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 12.19 | \$0 |
| 6876 | Diving-State Act Exposure Only | \$0 | 4.13 | \$0 |
| 7395 M | Diving-Marine | \$0 | 2.93 | \$0 |
| 8380 | Service Station-Dr | \$0 | 2.88 | \$0 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.28 | \$0 |
| 8835 | Nurse-Home Health/Public-Trvl-Al Emp | \$0 | 2.93 | \$0 |
| 9402 | Street Cleaning-Dr | \$0 | 4.65 | \$0 |
| 6876 | Vol Diver-State Act Exposur Only VOL@\$9.25/hour | \$0 | 4.13 | \$0 |
| 7395 M | Vol Diving-Marine VOL@\$9.25/hour | \$0 | 2.93 | \$0 |
| 7720 | Vol Comm Emergency Resp Team Mbr VOL@\$9.25/ | \$0 | 2.42 | \$0 |
| 7720 | Vol Police Interns VOL@\$9.25/hour | \$0 | 2.42 | \$0 |
| 7720 | Inmates @ 9.25/Hr Ea VOL@\$9.25/hour | \$80,000 | 2.42 | \$1,936 |
| 8810 | Vol Office Clerical VOL@\$9.25/hour | \$0 | .13 | \$0 |
| 8831 | Vol Care/Feed Animals-Dr VOL@\$9.25/hour | \$0 | 1.28 | \$0 |
| 8832 | Vol Medical Office Assistant VOL@\$9.25/hour | \$0 | .35 | \$0 |
| 8835 | Vol Adult Care Service VOL@\$9.25/hour | \$0 | 2.93 | \$0 |
| 9016 | Vol Fairgrounds Booth Worker VOL@\$9.25/hour | \$0 | 2.33 | \$0 |
| 9016 | Vol Fairgrounds Clerical VOL@\$9.25/hour | \$0 | 2.33 | \$0 |
| 9410 | Vol Building Inspectors VOL@\$9.25/hour | \$1,500 | 1.29 | \$19 |

Total Payroll \$5,614,700

Manual Premium \$107,188

Part Two Coverage (Increased Limits Factor 1.004) + \$429
Subject Premium \$107,616

Experience Rating Modification x .88
Modified Premium \$94,702

Tentative Group Discount (OGSERP Factor .98) - \$1,894



CURRY COUNTY

Adjusted Rates for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

| Class | Description | Estimated Payroll | Base rate | Adjusted rate |
|--------|--|-------------------|-----------|---------------|
| 0050 | Weed Control Incl Dr | \$48,200 | 4.30 | .035928 |
| 5191 | Computer Dev-Instl/Inspec/Ser/Repr | \$174,000 | .81 | .006768 |
| 5506 | Street/Rd Const-Fnl Grad/Pve/Rep/Dr | \$473,500 | 6.40 | .053475 |
| 7024 M | Vessels-Noc-State Act | \$130,000 | 2.47 | .020638 |
| 7720 | Police Officers & Dr | \$2,050,000 | 2.42 | .020220 |
| 7720 | County Search And Rescue- Volunteer | \$11,000 | 2.42 | .020220 |
| 8411 | Vol Plcmn @ 0800/Mo Ea | \$144,000 | 1.45 | .012115 |
| 8742 | Field Representatives | \$346,000 | .22 | .001838 |
| 8810 | Office Clerical | \$882,000 | .13 | .001086 |
| 8820 | Attorney & Cler/Messenger/Dr | \$409,000 | .14 | .001170 |
| 8832 | Physician & Clerical | \$25,000 | .35 | .002924 |
| 9015 | Buildings-Ops By Owner/Lessee & Drivers | \$77,000 | 2.85 | .023813 |
| 9016 | County Fairs/Dr | \$55,500 | 2.33 | .019468 |
| 9102 | Park Noc-All Employees & Dr | \$66,000 | 2.93 | .024481 |
| 9410 | Building Inspectors | \$89,000 | 1.29 | .010779 |
| 9410 | Municipal/Twn/Cnty/State Emp-Noc | \$553,000 | 1.29 | .010779 |
| 5508 | Street/Rd Const-Rock Excav-Dr | \$0 | 12.19 | .101853 |
| 6876 | Diving-State Act Exposure Only | \$0 | 4.13 | .034508 |
| 7395 M | Diving-Marine | \$0 | 2.93 | .024481 |
| 8380 | Service Station-Dr | \$0 | 2.88 | .024064 |
| 8831 | Dog Pounds-Incl Dog Catcher/Dr | \$0 | 1.28 | .010695 |
| 8835 | Nurse-Home Health/Public-Trvl-AI Emp | \$0 | 2.93 | .024481 |
| 9402 | Street Cleaning-Dr | \$0 | 4.65 | .038853 |
| 6876 | Vol Diver-State Act Exposur Only | \$0 | 4.13 | .034508 |
| 7395 M | Vol Diving-Marine VOL@\$9.25/hour | \$0 | 2.93 | .024481 |
| 7720 | Vol Comm Emergency Resp Team Mbr | \$0 | 2.42 | .020220 |
| 7720 | Vol Police Interns VOL@\$9.25/hour | \$0 | 2.42 | .020220 |
| 7720 | Inmates @ 9.25/Hr Ea VOL@\$9.25/hour | \$80,000 | 2.42 | .020220 |
| 8810 | Vol Office Clerical VOL@\$9.25/hour | \$0 | .13 | .001086 |
| 8831 | Vol Care/Feed Animals-Dr VOL@\$9.25/hour | \$0 | 1.28 | .010695 |
| 8832 | Vol Medical Office Assistant VOL@\$9.25/hour | \$0 | .35 | .002924 |
| 8835 | Vol Adult Care Service VOL@\$9.25/hour | \$0 | 2.93 | .024481 |
| 9016 | Vol Fairgrounds Booth Worker VOL@\$9.25/ | \$0 | 2.33 | .019468 |
| 9016 | Vol Fairgrounds Clerical VOL@\$9.25/hour | \$0 | 2.33 | .019468 |
| 9410 | Vol Building Inspectors VOL@\$9.25/hour | \$1,500 | 1.29 | .010779 |

Adjusted Rate Factors

| | |
|---|-------|
| Part Two Coverage Increased Limits Factor | 1.004 |
| Experience Rating Modification | 0.880 |
| Tentative Group Discount (OGSERP Factor) | 0.980 |
| Prepay Discount | 0.965 |

Total Payroll \$5,614,700



CURRY COUNTY

Adjusted Rates for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1



CURRY COUNTY

Notice of Election for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

Agency: WAFD INSURANCE GROUP INC

Producer: CAL/OR INSURANCE AGENCY

Premium Estimate:

| | |
|--------------------------------|----------|
| Modified premium | \$94,702 |
| Group discount | \$1,894 |
| Annual prepay discount (3.5%) | \$3,249 |
| Standard premium | \$89,560 |
| Premium discount | \$12,184 |
| Total premiums and assessments | \$83,202 |

Payroll reporting frequency: Annual

Please visit saif.com and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

Authorized signature of insured

Date signed

Please return this page to:

**SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000**



CURRY COUNTY

Prepay Installment

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

Please return this page with remittance.

Annual prepay installment due by **07/10/2016: \$83,202**

Write the quote or policy number indicated in this document on your check. Make check or money order payable to:

SAIF CORPORATION
400 High St SE
Salem, OR 97312-1000

| | | | |
|----------------------|-------|-----------------|-----------------|
| SAIF use only | | | TIMJOS |
| Date received | _____ | Amount received | _____ |
| Bond Company | _____ | Bond no. | _____ |
| | | | Check no. _____ |



CURRY COUNTY

Plan description for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Guaranteed Cost Plan

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

Oregon Group Supplemental Experience Rating Plan (OGSERP) - Plan 1

You may be eligible for additional group savings through the Oregon Group Supplemental Experience Rating Plan. This plan allows businesses to be rated collectively as a group, and the combined premium and losses of all members are evaluated each year to determine the group's supplemental discount.

The Prepay advantage and payment terms - Plan 1

SAIF Corporation offers additional savings in exchange for paying premiums in advance. A 3.5 percent discount is offered for annual prepay plans.

SAIF uses estimated premium paid in advance during the policy year to calculate the prepay discount even when your standard premium changes during the policy period.

The terrorism premium, catastrophe premium, and the Department of Consumer and Business Services (DCBS) premium assessment will also be estimated and paid with your prepay installments. The prepay discount does not apply to the terrorism premiums or the DCBS premium assessment.

If SAIF does not receive your first installment in our office on or before the 10th day of the new policy period, you will not receive the prepay discount. SAIF does not use postmark dates in determining date received.

Because the prepayment installments are based on estimated payroll and premium, your final premium, including terrorism and catastrophe premiums and DCBS premium assessment, cannot be determined until you report the actual subject payroll. A payroll report will be sent to you at the end of the policy year. SAIF must receive your completed payroll report by the indicated due date or you may go to saif.com to submit your payroll online. We will calculate the premium and assessment amounts and compare them to the payments you made based on the estimate. We will then send you a reconciliation statement showing the difference in these two amounts.

SAIF adds interest at the rate of one percent per month to any past due balance.



CURRY COUNTY

Premium estimate for Guaranteed Cost Plan

Period: 07/01/2016 - 07/01/2017

Policy: 486686

Group: OREGON PUBLIC EMPLOYERS GROUP

Plan: 1

| | | |
|---------------------------------------|---|-----------------|
| Annual Prepay Discount (3.5%) | - | <u>\$3,249</u> |
| Standard Premium | | \$89,560 |
| | | |
| Premium Discount | - | <u>\$12,184</u> |
| Discounted Premium | | \$77,376 |
| | | |
| Terrorism Premium | + | \$561 |
| Catastrophe Premium | + | \$561 |
| DCBS Premium Assessment @ 6.2% | + | <u>\$4,703</u> |
| Total Premiums and Assessments | | \$83,202 |
| | | |
| Annual Prepay Installment | | \$83,202 |

| Premium discount schedule | | |
|---------------------------|-----------|-------|
| First | \$3,500 | 0.0% |
| Next | \$14,500 | 10.0% |
| Next | \$82,000 | 15.0% |
| Over | \$100,000 | 16.5% |

Payroll Reporting Frequency: Annual

Maritime coverage at limit of \$100,000 with \$0 minimum premium.

Part Two coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000 with \$120 minimum premium.

Group discounts are subject to validation of the OGSERP factors by NCCI and final approval by the Department of Consumer Business Services.

Terrorism premium = total payroll / 100 x .01

Catastrophe premium = total payroll / 100 x .01

DCBS Premium Assessment excludes Part Two coverage and federal premium.

Premium and rating factors will change on your anniversary rating date to those in effect at that time.

Your policy premium is based on your current estimated premium and may be prorated for policies issued for less than a full year or adjusted based on actual payroll by classification.

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

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

AGENDA ITEM TITLE: Approve 2016 Fund Exchange Agreement with ODOT

AGENDA DATE^a: June 15th, 2016 **DEPARTMENT:** Roads **TIME NEEDED:** 3 Min.

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

CONTACT PERSON: Doug **PHONE/EXT:** 3393 **TODAY'S DATE:** 6/7/16

BRIEF BACKGROUND OR NOTE^b: This fund exchange agreement with ODOT (\$.94 State funds for \$1 Federal funds) will permit us to spend our 2016 STP (Surface Transportaton Program) allocation on a paving overlay we are planning for the roads in south County in the Harbor Oceanview area. Curry County has typically participated in the fund exchange program to spend its annual STP allocation.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1) Agreement No. 31380
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Jeanette Denn

Send Printed Copy to:

Address: Region 3 Agreement Coordinator
3500 NW Stewart Parkway

Email a Digital Copy to:

City/State/Zip: Roseburg, OR 97470

Other

Phone: 541-957-3508

Due date to send: 06 /20 / 2016

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith **Yes** **No**

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

2016 FUND EXCHANGE AGREEMENT
2016 Curry County Road Improvement Project
Curry County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and Curry County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the 2016 Curry County Road Improvement Project, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2016 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$546,855.00 federal funds for \$514,071.90 state funds.
5. The term of this Agreement will begin upon execution and will terminate two (2) years after all required signatures are obtained unless extended by an executed amendment.

6. The Parties agree that the exchange is subject to the following conditions:
- a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$514,071.90. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$514,071.90, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:

- A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on December 18, 2014, as a part of the 2015-2018 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on June 3, 2016.

Signature Page to Follow

CURRY COUNTY, by and through its
elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Counsel

Date _____

Agency Contact:
Doug Robbins
Roadmaster
28425 Hunter Creek Road
Gold Beach, OR 97444
541-247-7097
robbinsd@co.curry.or.us

State Contact:
Jeanette Denn
Region 3 Agreement Coordinator
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3508
Jeanette.m.denn@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 3 Manager

Date _____

By _____

Agreement Coordinator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Date _____

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

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

AGENDA ITEM TITLE: Lobster Creek Caretaker Host Volunteer Agreement

AGENDA DATE^a: June 15, 2016 **DEPARTMENT:** Parks **TIME NEEDED:** 5 min

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

CONTACT PERSON: Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** May 4, 2016

BRIEF BACKGROUND OR NOTE^b: 2 signed copies to be delivered

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1)Lobster Creek Agreement

(2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Penny Hudgens

Send Printed Copy to:

Address: Juvenile Department

Email a Digital Copy to:

City/State/Zip:

Other One signed original to:

Phone: 3236

Due date to send: 5 /18/ 2016

Email: hudgenpm@co.curry.or.us

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

CARETAKER/ HOST VOLUNTEER AGREEMENT

This agreement is entered into this 15th day of June, 2016, by and between Curry County, a Political Subdivision of the State of Oregon (County), and William & Christina Widby (Hosts) as follows:

RECITALS:

WHEREAS, the County has a need for volunteers to serve as host at Lobster Creek Youth Camp to watch and provide security for the property, to call for assistance when necessary, to coordinate activities with the County Parks Coordinator (Coordinator), and to perform other services as necessary; and

WHEREAS, the County has a campsite space available for the Host to use; and

WHEREAS, the County is willing to allow the use of the campsite by the Host rent and utility free, and to provide them with a small stipend, and to assist the Host in the performance of their voluntary services for the term of this agreement.

County and Host agree to the following provisions:

1. ADMINISTRATION OF THIS AGREEMENT

The Coordinator and/or his/her designee shall administer this agreement on behalf of the County.

2. DESCRIPTION OF FUNCTIONS AND SERVICES

2.1 Host shall voluntarily perform the functions and services described in Exhibit "A" that is attached to this agreement and such other services as authorized by the Coordinator. County reserves the right to modify the Host duties and service to the County as necessary for the efficient operation of Lobster Creek Youth Camp.

2.2 The Hosts understand that they are donating their hours of service to the County and that this is done without any promise or expectation of compensation for services rendered. The Hosts will not receive any compensation for services performed under this agreement.

The Hosts are not eligible to receive unemployment benefits, social security, health insurance, or any other benefits that are provided to paid employees of the County, with the exception of worker's compensation coverage that the County provides to volunteers. The provision of a campsite, utilities and a stipend by the County is not compensation for services rendered but rather a benefit and gratuity that the County freely chooses to provide.

3. CAMPSITE, UTILITIES AND STIPEND

3.1 As a gratuity to Hosts, County hereby allows Hosts the use of a space at Lobster Creek Youth Camp for placement of a recreational vehicle that is the residence of the Hosts. As a further gratuity, County shall provide water, electrical, propane, sewer and garbage utilities in reasonable amounts for the Hosts.

3.2 The Hosts shall maintain the campsite and surrounding area in a clean and sanitary condition at all times.

3.3 The Hosts shall vacate the campsite and remove their residence (recreational vehicle) and personal property within ten (10) days of the termination of this agreement.

3.4 The Hosts may not alter or improve the campsite without prior permission from the Coordinator or his/her designee.

3.5 County employees or agents may enter upon the campsite at reasonable times to inspect the premises.

3.6 Hosts shall be responsible for providing, at Hosts' own expense, insurance coverage for their personal property to include recreational vehicle or mobile trailer and personal vehicle(s).

3.7 As a final portion of the gratuity under this agreement, County shall provide Hosts a gratuity of \$150 each per month for a total of \$300 a month. If the agreement should cover a portion of a month, the stipend shall be prorated.

3.8 Hosts will be compensated at the rate of \$0.50 cents per mile for driving their personal vehicle for park business at the direction of the Coordinator.

4. ABSENCES

One or more park host must be available all times when the park is open unless preauthorized by the Coordinator, or except in case of emergency. The park is open year round. Peak season is April 1 to September 30. Off season is October 1 to March 31.

5. COMPLIANCE WITH LAWS

5.1 This agreement shall be governed by and subject to the laws of the State of Oregon. The parties shall perform their duties in accordance with all applicable statutes, ordinances, regulations and administrative rules now or hereinafter in effect.

5.2 If any provision of this agreement is held by a court or administrative body to be invalid, such invalidity shall not affect any other provision of this agreement. This agreement shall be construed as if the invalid provision had never been included.

5.3 County may modify the terms of this agreement by written notice to Host as necessary to comply with changes in federal and state statutes, regulations, administrative rules and orders.

6. TERM AND TERMINATION

6.1 If Hosts fail to perform any of the services and obligations of this agreement, County upon 24 hours written notice may terminate this agreement at its sole discretion.

6.2 Either party may unilaterally terminate this agreement with or without cause upon thirty (30) days prior written notice or such lesser written notice when emergency conditions dictate.

6.3 This agreement shall be effective June 13, 2016, and unless terminated sooner pursuant to sections 6.1 or 6.2 above, it shall remain in effect until June 30, 2017. This agreement may be extended by mutual agreement of the parties.

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

7. MODIFICATIONS

Except as provided in subsections 2.1 and 5.3, this agreement may be changed only by written modifications that are signed by both parties.

It may not be amended or modified by oral agreements or understandings between the parties.

8. ENTIRE AGREEMENT

This agreement supersedes all prior and existing written or oral understandings between the parties. No other agreements, whether expressed or implied, shall be considered a part of this agreement, unless in writing and signed by the necessary parties hereto.

CARETAKER HOSTS

| | |
|---|-----------------------|
| <u>William Widby</u> William Widby | <u>6/6/16</u> Date |
| <u>Kristina Widby</u> Kristina Widby | <u>6/6/16</u> Date |

BOARD OF CURRY COUNTY COMMISSIONERS

| | |
|--|-------------------------|
| <u>Thomas Huxley, Chair</u> | <u> </u> Date |
| <u>Susan Brown, Vice Chair</u> | <u> </u> Date |
| <u>David Brock Smith, Commissioner</u> | <u> </u> Date |

Approved as to Form:

John HuttI
Curry County Legal Counsel

Exhibit "A"

SERVICES OF A VOLUNTEER PARK HOST

The volunteer park host helps maintain and operate Lobster Creek Youth Camp. One or more park host must be available all times when the park is open unless preauthorized by the Parks Coordinator, or except in case of emergency. The park is open year round. Peak season is April 1 to September 30. Off season is October 1 to March 31. The volunteer park host is expected to perform the following services:

1. Greet visitors and make them feel welcome.
2. Disseminate park rules and information to public.
3. Insure that park users pay fees and collect fees from boxes daily.
4. Sell firewood for campers' use.
5. Provide security for park premises -- report theft, damage, criminal activity, and non-compliance of park rules to proper authorities.
6. Maintain a tidy camp site – pick up litter; empty trash cans and replace with clean liners; advise Parks Coordinator when park dumpster needs to be emptied.
7. Keep restroom facilities clean and in order – refill paper products and soap; wipe down sinks and toilets daily; clean floor and mats daily; empty trash.
8. Mow and weed-eat camping areas as needed.
9. Take quarterly water samples. Caretaker/Camp Host will not alter control panels, timer settings, or any part of septic or water systems.
10. Provide assistance in an emergency. Perform "light" repairs around the park as needed.
11. Coordinate any alterations and/or improvements to campground with Parks Coordinator.
12. Other duties as assigned.

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

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

AGENDA ITEM TITLE: Inter-Governmental Agreement for Planning Services Between the County of Curry County and the City of Gold Beach

AGENDA DATE^a: 04.06.2016 **DEPARTMENT:** Com Dev **TIME NEEDED:** 15 min

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

CONTACT PERSON: Carolyn Johnson, Planning Director **PHONE/EXT:** 3228

TODAY'S DATE: 06.06.2016

BRIEF BACKGROUND OR NOTE^b: With the many duties required of each position, the small size of the planning staff and a fairly large number of planning applications, planning permit processing accurately and timely is becoming unmanageable. Despite the professional expertise of the Planning Director and the Planner's extended breadth of experience and accurate judgment pertaining to the County's land use regulations, with the current workload there is good potential for error. Response time to applicants and the public is not as quick as desired. The error potential and lack of timeliness cannot be mitigated without changing how the Community Development Department Planning Division is doing business. Board consideration of two options to alleviate these looming concerns is proposed and expanded upon in the staff report. These options include: Option 1 - Engage planning staff assistance from the City of Gold Beach to process more complex planning permit applications while continuing to process minor applications in-house and Option 2 - Direct the Planning Director to retain the processing of the more complex permits and as necessary drop various long-range planning efforts.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1) Agreement

(2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk
Development Department

Name: Curry County Community

Send Printed Copy to:
Fritts, 29592 Ellensburg ave, Gold Beach, OR 97444

Address: City of Gold Beach attention: Jodi

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: 06 /16 / 2016

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact?
(If Yes, brief detail)

Yes No

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: June 15, 2016

Prepared by: Carolyn Johnson, Planning Director

Subject: Intergovernmental agreement with the City of Gold Beach to provide planning services to Curry County.

Recommendation: Authorize Agreement (Attachment A)

The Community Development Department Planning Division is staffed by the Planning Director and the County's Planner. The Planning Director is responsible for the Department Administration, zoning complaints, major development project applications and long-range planning; this work is specified in greater detail in the Department's May 2016 Activity Report. The Planner handles the public counter and phones, minor planning permit processing work, Planning Division evaluation of building permits, and permit record keeping. However she has taken on more complex applications as the Planning Director's time is becoming increasingly consumed with long-range planning.

With the many duties required of each position, the small size of the planning staff and a fairly large number of planning applications, timely and accurate planning permit processing can be a challenge with an increasing potential for error. Mitigation of these looming concerns cannot be mitigated without either one of two options being implemented. **Option 1** would entail adding additional staff resources for complex permit processing. **Option 2** would leave the current arrangement of work duties in place but require a cut-back on long-range planning work. Further background and both options are provided below in greater detail.

Option 1 - Continue in-house processing of minor planning permit applications but engage the City of Gold Beach planning staff to process more complex planning permit applications.

As a part of the evaluation process for Option 1, the Planning Director contacted three local (within 50 miles) independent professional Oregon planners inquiring whether there was interest in providing contract services to process more complex planning permits for the County. Each planner noted they represent or expect to represent private clients who will be submitting applications to Curry County and do not have interest in working for the County in a contract capacity.

The City of Gold Beach was also approached due to the success of the intergovernmental agreement with the City for planning services from April 18 to May 13 during an extended vacation by the County's Planner. The arrangement worked very well given the experience and expertise of the Gold Beach staff (former county planners). During the agreement period, the City's professional and diligent work effort enabled quick turn-around to applicants and excellent service to the public. The Gold Beach City Administrator indicated there was interest in providing ongoing contract planning services for complex planning applications. Processing of minor permits and handling the public counter and phones was not a part of the discussion, these duties would remain the responsibility of the County Planner. To provide the needed processing services for more complex County planning permits, the City would require:

- 1) 50% of the County's fee for a single Conditional Use or Land Division Permit;
- 2) 35% of the County's cost of a single Comp Plan and/or zoning ordinance amendment fee;
- 3) Time and materials cost for larger Comprehensive Planning/Zoning Permits at a rate of \$42/hr for the Gold Beach Planning Director/City Administrator and \$25/hr for the Gold Beach Planner.

To evaluate the Gold Beach proposal, the 10 ½ month time frame from July 1, 2015 to May 19, 2016 was examined to see if/how the Gold Beach proposal would work. The City's proposal is noted in the chart below and identifies the type and number of planning permits processed, revenue generated, what payment would be required by the City of Gold Beach, and the funds that would remain with the County were the proposed intergovernmental agreement had been in place in FY 2015/2016.

| # permits | Permit type | Application fees | Gold Beach proposal | Funds for County |
|------------------------|-----------------------------------|---|--|--|
| Minor Permits | | | | |
| 30 | Land Use Compatibility Statements | \$2,250 | Not applicable to minor planning permits, work would continue in-house by County Planner | No change \$60,682 |
| 18 | New addresses | \$3,816 | | |
| 136 | Planning Clearances | \$20,536 | | |
| 17 | Property line adjustments | \$21,114 | | |
| 9 | Conditional Use Permit renewals | \$ 594 | | |
| 3 | Tentative Partition Plats | \$12,372 | | |
| 213 Total | | Minor Permits Total fees- \$60,682 | | |
| Complex Permits | | | | |
| 8 | Conditional Use Permits | \$11,592 | \$5,796 (50%) | |
| 1 | Comprehensive Plan/Zone Change | \$ 6,177 | \$2,162 (35%) | |
| Total - 9 | | Complex Permits Total fees - \$17,769 | \$7,958 to Gold Beach | \$9,811 - 55% of total Complex Permit fees. |
| Total all fees | | \$78,451 – no contract services | | \$70,493 – w/ Gold Beach services |

The proposed FY 2016/2017 Community Development Department Planning Division budget identified \$8,175 for professional services. If the number of complex permit applications received in FY 2016/2017 are similar to the chart's FY 2015/2016 10 ½ month scenerio, the Gold Beach proposal would be workable without negatively impacting the County's planning budget. If it was evident the number of complex permits were going to exceed the \$8,175 professional services budget, the Planning Director would review if/how the budget could be adjusted to accommodate continued work and share this information with the Board for authorization for a budget adjustment.

Were it to appear that the arrangement was becoming financially infeasible for the County or if for any other reason the County (or the City) wished to conclude planning services work for the County, the agreement could be terminated. Were the agreement terminated, the Planning Director would suspend as necessary long-range planning efforts to take on the more complex planning applications.

Staff work up and presentation for local appeals to the Curry County Planning Commission or the Curry County Board of Commissioners would be handled by Gold Beach staff. Any work for an appeal to LUBA would be separately negotiated outside of this agreement.

Option 2 - Direct the Planning Director to retain the processing of the more complex permits and as necessary drop various long-range planning efforts.

If the number of complex permit applications continue to come in as they have been this past year, Option 2 would enable the Director to provide more focus on permitting. The long-range planning work currently underway or contemplated for FY 2016/2017 would be impacted. This multi-year work includes, but is not limited to:

- 1) Updating the County's Natural Hazards chapter of the Comprehensive Plan and the related Zoning Ordinance amendments;
- 2) Updating the Zoning Ordinance Forest Grazing, Timber, Agriculture and Exclusive Farm Use sections to take advantage of new land uses now authorized by the State and bring these outdated codes into the 21st century;
- 3) Continued assessment of the Cape Blanco Airport opportunities with the Oregon Department of Aviation and work to implement steps for economic vitality related to the airport;
- 4) Identification of residentially zoned vacant property in Curry County for affordable housing and collaboration with interested property owners to market the properties to developer(s) for affordable housing;

- 5) Engagement with local and regional affordable housing agencies in the preparation of a Housing Assistance Plan for affordable housing;
- 6) Collaboration with Oregon State Parks to link and market the Oregon State Parks system and the Oregon Coast Trail together with Curry County Parks;
- 7) Updating the Comprehensive Plan and Zoning Ordinance commercial policies and regulations to enhance development potential on an area by area basis. Area examples include Langlois, Nesika Beach, Agness, Harbor and other “micro” communities in the county;
- 8) Identification and evaluation of private and county owned properties that could potentially accommodate large events;
- 9) Continue the May 2016 evaluation of County properties the Board determined to retain. It did not appear that finite conclusions were reached on fifteen (15) properties. Additionally, the Board discussed but did not appear to reach conclusions on whether to create a task force for further examination of the Brookings airport and if/how to proceed on the Floras Lake parcels discussed in April. Further work is needed in this regard.;
- 10) Work with private landowners to engage opportunities for commercial endeavors;
- 11) Identify and work with others to assemble and implement a County marketing strategy.

If Option 2 is selected, Tasks 1 and 2 would continue but at a much slower pace. Progress on tasks 3-11 and any other long-range planning/economic development work would be limited. While the FY 2016/2017 budget would not be impacted, the lack of up-to-date policies and regulations would likely impact the potential for future economic strides in the County; it is difficult to put a price on the results of time pursuing economic growth.

**INTERGOVERNMENTAL AGREEMENT
FOR PLANNING SERVICES BETWEEN
THE COUNTY OF CURRY COUNTY AND THE CITY OF GOLD BEACH**

I. INTRODUCTION

The Parties to this Intergovernmental Agreement are the City of Gold Beach, a municipal corporation of the State of Oregon, and Curry County, Oregon, a political subdivision of the State of Oregon.

This Agreement is entered into under authority of ORS 190.010 for the purpose of the City of Gold Beach providing professional planning services for Curry County commencing June 15, 2016.

II. GENERAL PROVISIONS

A. Definitions as Used in this Agreement

"Board of Commissioners or Board" means the Curry County Board of Commissioners.

"City" means the City of Gold Beach.

"City Planning Staff" means the Gold Beach Planning Director and Planner.

"Community Development Department staff" means the Planning Director, Planner, Building Official, and Administrative Assistant employed by Curry County in the Community Development Department.

"County" means Curry County, a political subdivision of the State of Oregon.

"Development applications" means County land use applications for residential and commercial development specified in applicable County Resolutions and noted under the categories of: Comprehensive Plan/Zoning, Land Divisions, Flood Damage Prevention (FEMA), Appeals, Pre-Application Conference.

"Planning Director" means the Curry County Planning Director.

B. Authority

The Board hereby designates the Planning Director to administer this agreement. The Community Development Department staff shall have the authority to confer with City Planning staff on Development applications.

III. LAND USE PLANNING SERVICES TO BE PROVIDED BY THE CITY

As determined by the Planning Director, City Planning Staff shall:

- a. Provide professional planning staff services to accept, review and process Development applications as defined in this agreement.
- b. Assist citizens in person and by phone related to any proposal related to Development applications defined in this agreement during regular business hours at the City of Gold Beach office located at 25592 Ellensburg Avenue in Gold Beach.
- c. *Staff work up and presentation for local appeals to the Curry County Planning Commission or the Curry County Board of Commissioners would be handled by Gold Beach staff. Any work for an appeal to LUBA would be separately negotiated outside of this agreement.*

IV. MAILING

All materials related to County Development applications that require mail posting shall be mailed from and by the City.

V. ENGINEERING/CONSULTANT COSTS

Development application applicants shall be responsible for payment of costs of engineering or other consultant, including legal, services required for land use and limited land use application review. The City may adopt a charge and a method for collecting such costs. The payment of engineering or other consultant services shall be paid by the applicant directly to the City and not be forwarded to the County.

VI. COMPENSATION

The County shall compensate the City of Gold Beach as follows:

- 50% of the Curry County application fee for a single Land Use decisions by the Planning Commission Permit and Single Land Use Decisions by the Planning Director Permit.
- 35% of the County's application fee for a single comprehensive plan and/or zoning ordinance amendment;
- The cost of time and materials for processing Comprehensive Plan/zoning ordinance amendments as specified in Resolution 15-25 and Resolution 16-+++ at a billing rate of \$42/hr for the Gold Beach Planning Director/City Administrator and \$25/hr for the Gold Beach Planner.

VII. OTHER PROVISIONS

A. City Planning Staff Employment Status While Serving the County

1. City Planning Staff serving the County shall not be considered an employee of the County for purposes of compensation, benefits or other personnel related matters.
2. While any member of the City Planning Staff is serving the County that person shall be covered by the City's liability insurance and Worker's Compensation insurance.

B. Files and Records

1. The County will provide the City Planning Staff all application forms, report forms, and other related materials to be used in the conduct of its land use planning procedures.
2. Except as otherwise provided, all files and records related to the County's comprehensive plan, land use ordinances, land use applications, permits, and related materials pertinent to the services provided by the City may be retained in files at the City offices for the term of the agreement.

VIII. TERM AND TERMINATION

A. Term

1. This agreement shall commence on June 15, 2016 and may be terminated by either party. This agreement supersedes any prior agreement between both parties for Planning Services.
2. This Agreement may be terminated by either party (the City or the County) under the following procedure:
 - a. the party requesting termination shall notify the other party in writing of its intention 30 days prior to termination; and
 - b. upon termination of the agreement by either party, the City shall return all files, records and correspondence related to applications to the County.

VIII. MODIFICATION

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

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement

IN WITNESS WHEREOF, this Intergovernmental Agreement between the City of Gold Beach and Curry County is signed and executed this 15th day of June, 2016.

Jodi Fritts
City Administrator
City of Gold Beach

Date _____

Tom Huxley
Board of Commissioners Chairperson

Date _____

David Brock-Smith
Curry County Commissioners

Date _____

Susan Brown
Curry County Commissioners Vice-Chair

Date _____

Approved as to form:

John Hutt
Curry County Counsel

Date _____

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

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

AGENDA ITEM TITLE: Fourth Amendment to Transfer Agreement Between Curry County and Curry Community Health

AGENDA DATE^a: 06-15-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

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

CONTACT PERSON: J. Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-01-16

BRIEF BACKGROUND OR NOTE^b: Requirements of OHA Agreement #148154 for the provision of Environmental Health Services

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

- (1)Fourth Amendment to Transfer Agreement
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Ken Dukek

Send Printed Copy to:

Address: Curry Community Health

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

**FOURTH AMENDMENT TO TRANSFER AGREEMENT BETWEEN
CURRY COUNTY AND CURRY COMMUNITY HEALTH**

This Fourth Amendment ” is entered into effective as of July 1, 2015 and amends the Transfer Agreement between Curry County (“County”), a political subdivision of the State of Oregon, and Curry Community Health (“CCH”), an Oregon non-profit corporation, entered into December 27, 2012 and effective February 1, 2013, together with the First, Second, and Third Amendment thereto, collectively the “Agreement”.

RECITALS

WHEREAS, the County and CCH wish to further modify the Agreement in order to conform to the requirements of Oregon Health Authority (OHA) Agreement #148154 between the State of Oregon acting by and through OHA and Curry County for the provision of Environmental Health Services; and

WHEREAS, ORS 431.375 authorizes OHA and County to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs; and

WHEREAS, COUNTY has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, OHA is authorized and bears the responsibility to establish standards for Environmental Health Services under ORS Chapter 624, ORS Chapter 448 and ORS Chapter 446;

WHEREAS, OHA, pursuant to ORS 624.510, ORS 448.100 and ORS 446.425 delegates authority to COUNTY to administer OHA’s rules and policies relating to activities such as the fee collection, licensing, Inspection, enforcement of civil penalties, and issuance and revocation of permits and certificates that govern the operation of Environmental Health services;

WHEREAS, OHA, pursuant to ORS 624.510, ORS 448.100 and ORS 446.425 shall assess a remittance from COUNTY to OHA for administering Environmental Health Services;

WHEREAS, OHA and COUNTY acknowledge that COUNTY will subcontract for services subject to Exhibit A, Part 5 “Special Terms and Conditions”;

WHEREAS, because CCH is a subcontractor and private entity, County must retain ultimate control and oversight of CCH's operation of public health programs in Curry County.

NOW, THEREFORE, in consideration of the foregoing and the promises stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. County shall maintain control and oversight of the Environmental Health Program by meeting the provisions of Exhibit A, Part 5, Special Terms and Conditions of OHA Agreement #148154 and #148154-1, the first amendment.
2. CCH shall work collaboratively with County in meeting the provisions of Exhibit A, Part 2, Statement of Work, of OHA Agreement #148154, except for those provisions that must be performed by County as identified in Exhibit A, Part 5.
3. CCH shall continue to collect license fees and shall make monthly deposits into the County treasury, public health fund.
4. County shall maintain the public health fund where license fees are deposited and follow the provisions of OHA Agreement #148154, Exhibit A, Part 2, Section IV, paragraph 8.
5. CCH shall submit quarterly invoices to County for reimbursement of actual expenses to perform the duties of a subcontractor and shall not exceed the provisions of OHA Agreement #148154 Exhibit A, Part 2, Section I, 1. F. A. through D. During the term of this agreement, or until further modification, CCH is invoicing County for:
 - A. 10% Administrative Cost.
 - B. 1.0 FTE for the Environmental Health Specialist – actual expense for salary and benefits.
 - C. .20 FTE clerical – actual expense for salary and benefits.
 - D. Actual cost of services and supplies.
 - E. Mileage reimbursement at the current GSA rate.
6. CCH will assist County from July 1, 2015 through June 30, 2016 in meeting the provisions of OHA Agreement #148154, Exhibit A, Part 3, Payment and Financial Reporting.
7. CCH shall meet the provisions of OHA Agreement #148154 Exhibit C, Sub-contractor Insurance Requirements and provide proof to County when requested.

8. CCH shall meet the provisions of OHA Agreement #148154 Exhibit D, Required Sub-contractor Provisions.
9. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, this Amendment shall control.
10. This Amendment is effective as of the day and year first above written, or if not completed, as of the date of approval by the Board of County Commissioners.

APPROVED:

CURRY COUNTY ACTING BY AND THROUGH ITS BOARD OF COMMISSIONERS

By: _____
Name: Thomas Huxley
Title: Chairman
Date: _____

By: _____
Name: Susan Brown
Title: Vice-Chair
Date: _____

By: _____
Name: David Smith
Title: Commissioner
Date: _____

CURRY COMMUNITY HEALTH ACTING BY AND THROUGH ITS CEO

By: _____
Name: Kenneth W. Dukek
Title: CEO
Date: _____

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

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

AGENDA ITEM TITLE: Contract Extension with Change of Language re Hours (with all other terms and conditions to remain the same) for Assistant Legal Counsel - Carleton Law Office Shala Kudlac

AGENDA DATE^a: 2016_06_15 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

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

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:**

BRIEF BACKGROUND OR NOTE^b: Contract Extension for Assistant County Counsel July 1, 2016 - June 30, 2017

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Contract

- (1)Contract Extension
- (2)Professional Services Contract 2015-2016

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Send Printed Copy to:

Email a Digital Copy to:

Other

Name: Carleton Law Office

Address: P.O. Box 38

City/State/Zip: Bandon, Oregon 97411

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

#4910

PROFESSIONAL SERVICES CONTRACT

This contract is between Carleton Law Offices ("Counsel") and Curry County, a Political Subdivision of the State of Oregon, (Client).

Counsel and Client, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

A. ASSIGNMENT

1. Counsel shall perform assistant county counsel and planning work for Client. To facilitate the performance of work under this contract, the Curry County Counsel and the Curry County Public Services Director shall assign projects to Counsel as needed. The work performed shall average 18 hours a week during the term of this contract. The various projects may include, but not be limited to: preparing planning staff reports, orders and draft land use decisions, legal research, drafting ordinances, resolutions and orders, occasionally attend Board or Planning Commission meetings to provide advice, prepare contracts, etc. Counsel will be able to perform most of the work from a remote location. On occasion, Counsel will need to be present on location in Curry County.
2. In consideration for Counsel's performance, Client shall pay Counsel at the rate of \$2,000 per month, with portions of months for which work is performed being pro-rated. There shall be no charge for mileage, meals, lodging, routine copying, postage or other routine miscellaneous expenses. Extraordinary expenses shall be reimbursed by Client only if first authorized.
3. Client shall make payment to Counsel within 10 days of receipt of a statement from Counsel setting forth the time billed with a brief explanation of services performed.
4. This Contract commences on July 1, 2015, and except as otherwise provided, shall terminate on June 30, 2016. It may be extended in writing upon mutual agreement of the parties. Passage of the contract expiration date shall not extinguish or prejudice either Party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

B. TERMS AND CONDITIONS

1. Counsel at all times shall carry Professional Liability Insurance in an amount not less than the minimum established by law and shall remain a member in good standing in the Oregon State Bar. Counsel shall carry liability coverage for auto and household claims in an amount not less than \$1,000,000.
2. Counsel shall not subcontract any work or assign or transfer any of its interest in this contract, without the prior written consent of Client. The provisions of this contract shall

be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

3. Counsel and Client are the only parties to this contract and are the only parties entitled to enforce its terms.
4. This contract 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 between Client and Counsel that arises from or relates to this contract shall be brought in the Circuit Court of Curry County or the United States District Court for the District of Oregon. In the event of a claim between the parties, each side shall be responsible for their own attorney fees and costs.
5. ORS 279B.220 through 279B.235, as applicable, are incorporated herein by reference. Counsel agrees to: a) Make payment promptly, as due, to all persons supplying, to Counsel, labor or material for the performance of the work provided for in this contract; b) Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract; c) Not permit any lien or claim to be filed or prosecuted against the Client on account of any labor or material furnished pursuant to this contract; and d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Counsel shall perform the work required by this contract as an "Independent Contractor." Although Client reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Client cannot and will not control the means or manner of the Counsel's performance. Counsel shall comply promptly with any requests by Client relating to the emphasis or relative emphasis to be placed on various aspects of the work or with such other matters pertaining to the work under this contract.
7. Counsel shall be responsible for all federal or state taxes applicable to any compensation or payments paid under this contract. Counsel is not eligible for any PERS, Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Counsel.
8. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the Client.
9. Client may terminate this Agreement at any time on written notice to Counsel. Counsel shall immediately cease all activities under this contract, unless expressly directed otherwise by Client in the notice of termination. Client shall pay for all work satisfactorily performed prior to termination.

10. Counsel may terminate this Agreement for failure to make payment when due or failure to provide reasonable, accurate and candid information that Counsel deems appropriate and necessary to provide representation. Counsel shall provide Client with 10 days' notice and opportunity to cure. Counsel may terminate this contract with or without cause with 10 days written notice.
11. Time is of the essence in performance of each and every obligation and duty under this contract.
12. THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

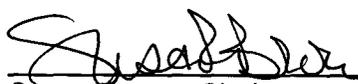


 Shala McKenzie Kudlac
 Attorney at Law
 P.O. Box 38
 Bandon, OR. 97411
 541-347-2468
 carlaw@mycomspan.com

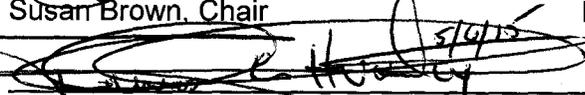
4/24/15

 Date

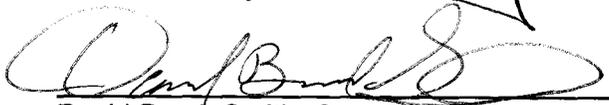
CURRY COUNTY BOARD OF COMMISSIONERS



 Susan Brown, Chair



 Thomas Huxley, Vice Chair



 David Brock Smith, Commissioner

5/6/15

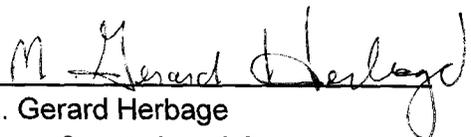
 Date

5/6/15

 Date

 Date

Approved as to Form:



 M. Gerard Herbage
 Curry County Legal Counsel

CONTRACT EXTENSION

Between

Curry County and Carleton Law Office

It is hereby agreed to by and between Curry County, a Political Subdivision of the State of Oregon (Client) and Carleton Law Office ("Counsel") that the contract between them executed on May 6, 2015, and expiring on June 30, 2016 recorded as CJ: 2015-177, a copy of which is attached, be extended pursuant to Section A (4) of the contract until June 30, 2017, with the following changes:

A (1) Striking the language: "The work performed shall average 18 hours a week during the term of this contract".

A (1) Replacing with the language: "The work performed shall follow past practices, course of performance, and course of dealings between the parties in prior agreements".

Curry County Board of Commissioners

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner



Shala McKenzie Kudlac

5/26/16
Date

Attorney at Law, Carleton Law Office
P.O. Box 38
Bandon, Oregon 97411

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

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

AGENDA ITEM TITLE: Audit Service Contract - One Year Renewal with Moss-Adams, LLP

AGENDA DATE^a: 06-15-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 15min

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

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 06-03-16

BRIEF BACKGROUND OR NOTE^b: Second One year contract extension/renewal for audit services

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Contract

(1)Engagement Letter from Moss Adams, Original Contract #4654

(2)Professional Services Agreement, Order

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Moss Adams, LLP

Send Printed Copy to:

Address: 221 Stewart Ave., Suite 301

Email a Digital Copy to:

City/State/Zip: Medford, Oregon 97501-3665

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

June 7, 2016

Board of Commissioners
Curry County, Oregon
Curry County Courthouse Annex
Gold Beach, OR 97444

Re: Audit Service

Dear Commissioners:

Thank you for the opportunity to provide services to Curry County, Oregon. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, along with the terms of the original contract dated September 14, 2012, which is incorporated by this reference, confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to Curry County, Oregon ("you," "your," and "County").

Scope of Services – Audit

In this engagement, we will perform the following services as of and for the year ended June 30, 2016:

1. Audit the financial statements of the County. We will also report on whether the schedule of expenditures of Federal awards, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole.
2. Audit of Public Transportation Service District Financial Statements.
3. Report on whether the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.
4. Report on the Minimum Standards for Audits of Oregon Municipal Corporations prescribed by the Secretary of State.
5. Preparation of the management letter.
6. Presentation of the final audit reports.
7. Meet with the Board of Commissioners at least once annually.

MOSS ADAMS LLP

Board of Commissioners
Curry County, Oregon
Page 2 of 5

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County's RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance. The following RSI will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Schedule of proportionate share of net pension liability
- Schedule of contributions

Timing

Amanda McCleary-Moore is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit at your offices in July 2016 and begin final fieldwork in October 2016.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

Our fees for the audit services will be \$81,000 provided there are no scope changes or delays as noted above. The audit fee is based on two major programs requiring testing for federal compliance. The fee for each additional grant requiring Single Audit compliance testing would be \$4,500 per program.

Our fee includes year-round communications such as answering routine questions pertaining to issues of immediate concern, notification of emerging compliance and regulatory matters, advice on how best to implement both current and proposed GASB Statements, and informal consultations on matters relating to tax, accounting and financial reporting. These year-round communications are not intended to entail significant research or a formal report.

MOSS ADAMS LLP

Board of Commissioners
Curry County, Oregon
Page 3 of 5

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the County's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees. Additional costs shall be negotiated prior to commencement of the work, communicated in writing, and subject to approval by the Board of County Commissioners.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 2014 report accompanies this letter.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. These fees are for audit services only, and assume that material financial statement areas are reconciled and properly adjusted and documented. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

If additional audit related reconciliations (considered outside the scope of our general audit procedures) are considered necessary, the limitations and the responsibilities County management must accept that are described in the "Scope of Services and Limitations - Non-Attest" section of this letter will apply, and management will be required to designate an individual responsible for overseeing and monitoring this work. These non-attest services will be billed in excess of the fee noted above, at our standard hourly rates.

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

MOSS ADAMS LLP

Board of Commissioners
Curry County, Oregon
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Reporting

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the Board of Commissioners of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended June 30, 2016.

At the conclusion of the engagement, we will complete the auditor section of the Data Collection Form and electronically sign the Data Collection Form that summarizes our findings. We will provide electronic copies of our reports to you; however, it is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan, as applicable) along with the Data Collection Form to the Federal Audit Clearinghouse. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period. At the conclusion of the engagement, we will make arrangements with management regarding Data Collection Form submission procedures.

Additional Services

You may request that we perform additional services not contemplated by this Engagement Letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. It is our practice to issue a separate agreement covering additional services. However, absent such a separate agreement, all services we provide you shall be subject to the terms and conditions in the Professional Services Agreement.

MOSS-ADAMS LLP

Board of Commissioners
Curry County, Oregon
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We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,



Amanda McCleary-Moore, Partner
for Moss Adams LLP

Enclosures

ACCEPTED AND AGREED:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of Curry County, Oregon with respect to this engagement and the services to be provided by Moss Adams LLP:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Client: #624711
v. 2/15/2016

PROFESSIONAL SERVICES AGREEMENT Single Audit Version (Uniform Guidance)

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represent the entire agreement (the "Agreement") relating to services that Moss Adams will provide to the Company. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objective of our audit is the expression of an opinion on the financial statements and supplementary information. The objective also includes reporting on the following:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.
- Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the audit requirements contained in OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The reports on internal control and compliance will each include a statement that the purpose of the report is solely to: describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance; describe the scope of testing internal control over compliance for major federal programs and major federal program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance; that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance and the OMB Uniform Guidance in considering internal control over compliance and major federal program compliance; and, accordingly, it is not suitable for any other purpose.

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the audit provisions of the OMB Uniform Guidance. It will include tests of your accounting records, a determination of major program(s) in accordance with the OMB Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable, rather than absolute, assurance about

Professional Services Agreement

Single Audit Version (A-133)

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whether the financial statements are free from material misstatement. Such material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and the audit provisions of the OMB Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the OMB Uniform Guidance. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements or noncompliance with the provisions of federal statutes, regulations, and the terms and condition of federal awards that do not have a direct and material effect on major federal programs. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, federal statutes, regulations, contracts grant agreements and federal awards that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the Company's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of Moss Adams.

Procedures and Limitations—Internal Control

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Company's financial statements and on its compliance with requirements applicable to major federal programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with the provisions of laws, regulations, contract and grant agreements and other noncompliance matters that have a direct and material effect on the financial statements.

An audit is not designed to provide assurance on internal control or to identify deficiencies in the design or operation of internal control and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. However, if, during the audit, we become aware of any matters involving internal control or its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants, we will communicate them in writing to management and those charged with governance. We will also identify if we consider any significant deficiency, or combination of significant deficiencies, to be a material weakness.

As required by the audit provisions of the OMB Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the OMB Uniform Guidance.

Professional Services Agreement

Single Audit Version (A-133)

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Procedures and Limitations—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled “Objectives of the Audit.” As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the Company’s compliance with the provisions of laws, regulations, contracts, and grant agreements that may have a direct and material effect on the financial statements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The audit provisions of the OMB Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major federal program. Our procedures will consist of the applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major federal programs. The purpose of those procedures will be to express an opinion on the Company’s compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the OMB Uniform Guidance.

Management’s Responsibility for Financial Statements, Internal Control, and Federal Award Compliance

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but management remains responsible for the financial statements and the schedule of expenditures of federal awards. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets.

You are responsible for informing us about all known or suspected fraud affecting the Company involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Company complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or noncompliance with the provisions of laws, regulations, contract, and grant agreements, that we may report.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control and for compliance with federal statutes, regulations, and the terms and conditions of federal awards and for identifying and ensuring that the Company complies with such provisions. Management is also responsible for informing us of any significant contractor relationships in which the contractor is responsible for program compliance. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with federal statutes, regulations, and the terms and conditions of federal awards or abuse that we may report. Additionally, as required by the OMB Uniform Guidance, it is your responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Professional Services Agreement

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Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence.

Management's Responsibility for Supplementary Information

Management is responsible for the preparation of the supplementary information in accordance with the applicable criteria. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. Management is responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

Dissemination of Financial Statements and Reports

We will provide copies of our reports to the Company; however, management is responsible for distribution of the reports and the financial statements. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate Moss Adams providing any services in connection with the offering of securities, whether registered or exempt from registration, and Moss Adams will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that Moss Adams will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Professional Services Agreement

Single Audit Version (A-133)

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Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the Company's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the Company's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the Company's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the Company further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the Company's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any member of the Company's management.

Fees and Expenses

The Company acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Professional Services Agreement

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Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing and copying, are passed through at our estimated clerical and equipment cost and may be charged as a flat fee. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of Moss Adams personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your Company records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Professional Services Agreement

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Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to the Company. Our firm employs measures in the use of facsimile machines and computer technology designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume that you consent to our use of facsimile transmissions to your representatives and other use of these electronic devices during this engagement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between Moss Adams and the Company. The Company agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which Moss Adams provides services to the Company, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written Agreement or terminate their relationship, whichever occurs first.

Use of Moss Adams' Name

The Company may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Third-Party Service Providers

We may use third party service providers in serving you, including software and data storage providers. You understand that Moss Adams does not control the providers' networks, security or availability of services.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Dispute Resolution Procedure and Venue

This Agreement shall be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

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If the claim or dispute cannot be settled through mediation, each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in King County, state of Washington, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to Moss Adams prior to reviewing our files.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Granting a Second One)
Year Renewal For) ORDER NO. _____
Moss Adams Municipal)
Audit Contract)

WHEREAS, Municipal Audit Contract No. 4654, dated September 14, 2012, Section 3, provides for an extension by mutual agreement of the parties; and

WHEREAS, the County and Moss Adams renewed the initial contract on November 4, 2015; and

WHEREAS, Moss Adams has indicated to the County the desire to renew the contract for another one year term,

NOW, THEREFORE, the Curry County Board of Commissioners grants a second one year renewal to Moss Adams for audit services for Curry County, under the same terms and conditions, with the attached Engagement Letter dated May 20, 2016.

DATED this 15th day of June, 2016.

TERMS OF RENEWAL ACCEPTED:

Authorized Representative for Moss Adams

Date

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John Huttl
Curry County Legal Counsel

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

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

AGENDA ITEM TITLE: Order Authorizing Board to Execute a Non-Commercial Airplane Hangar Lease at the Brookings Airport with George M. Redd, Hangar A-1, purchased from Hosking

AGENDA DATE^a: 2016-06-15 **DEPARTMENT:** Counsel **TIME NEEDED:** 5min

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

CONTACT PERSON: J. Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 05-26-15

BRIEF BACKGROUND OR NOTE^b: Redd Purchased Hangar from Hosking - Proof of Insurance Obtained from Redd

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Lease

- (1)Non-Commercial Airport Hangar Lease
- (2)Order

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: George Redd

Send Printed Copy to:

Address: 5710 North Hills Drive

Email a Digital Copy to:

City/State/Zip: Klamath Falls, Or. 97603

Other Copy to Counsel's Office

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Creates landlord tenant relationship with Redd; replaces agreement w/ Hosking

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

George Michael Redd
5710 North Hills Drive
Klamath Falls, Oregon 97603

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

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

LESSEE: George Michael Redd

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #A1

INITIAL TERM OF LEASE: July 1, 2016 TO June 30, 2021

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport. This lease is "acceptance of assignment" and "termination of prior lease" dated 11/21/13 CJ:2013-364 with prior tenant.

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

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1206 square feet (including a 5' apron around the building) as follows:

Hangar Site #A1 located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2016, and ends June 30, 2021.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$289.44 (\$.24 per square foot) for fiscal year 2016-2017 for the 1206 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

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

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

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

SECTION 4. Option to Renew Lease.

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

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

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

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

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

SECTION 5. Use of Premises.

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

SECTION 6. Airport Regulations.

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

SECTION 7. Registration.

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

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to

the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

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

SECTION 10. Improvements.

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

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

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

SECTION 12. Maintenance.

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

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

SECTION 13. Landscaping.

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

SECTION 14. Fire Prevention.

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

SECTION 15. Destruction of Hangar or Improvements.

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

SECTION 16. Compliance with Law.

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

SECTION 17. Hold Harmless and Insurance.

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

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

SECTION 18. Taxes and Liens, and Utilities.

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

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

SECTION 19. Access and Automobile Parking.

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

SECTION 20. Future Agreements.

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

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

SECTION 21. No Assignment Without Consent.

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

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

SECTION 22. Subordination to Federal-State Agreements.

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

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

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

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

SECTION 24. Maintenance of Airport.

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

SECTION 25. No Exclusive Right.

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

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no

other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

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

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

SECTION 28. Notice of Breach of Contract Terms.

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

SECTION 29. Conditions of Default.

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

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

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

SECTION 30. Termination for Default

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

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

SECTION 31. Payment of Costs upon Default.

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

SECTION 32. Termination for Reasons Unrelated to Default

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

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

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

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

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

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole

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

SECTION 35. Termination Upon Necessary Closure of the Airport.

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

SECTION 36. Transfer of Airport to Other Ownership.

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

SECTION 37. Restoration of Premises to County upon Termination.

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

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

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

SECTION 38. Holding Over.

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

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

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

SECTION 40. Accrued Rights.

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

SECTION 41. Rights and Remedies Non-exclusive.

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

SECTION 42. Waiver.

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

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at 5710 North Hills Drive, Klamath Falls, Oregon 97603. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

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

SECTION 45. No Employee Relationship.

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

SECTION 46. Identity of Parties.

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

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

CURRY COUNTY, OREGON
BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date: _____

Susan Brown, Vice Chair

Date: _____

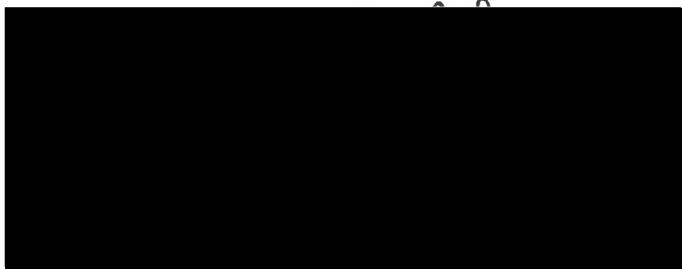
David Brock Smith, Commissioner

Date: _____

State of Oregon)
) SS
County of Curry)

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

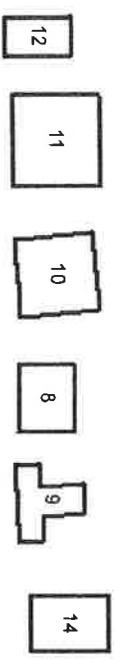
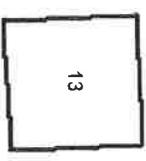
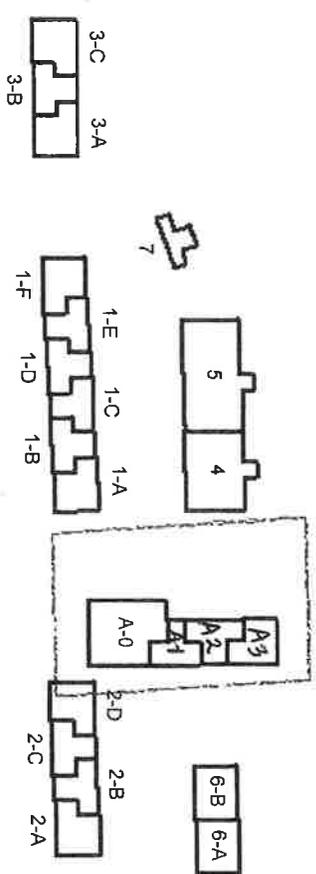
Notary Public for Oregon
My Commission Exp.: _____



Brookings Airport Hangars Overview



Exhibit 'A'



Path: D:\Workspace\County\Airport\Bkrl\Lease\Brookings\AirPort - overall.mxd

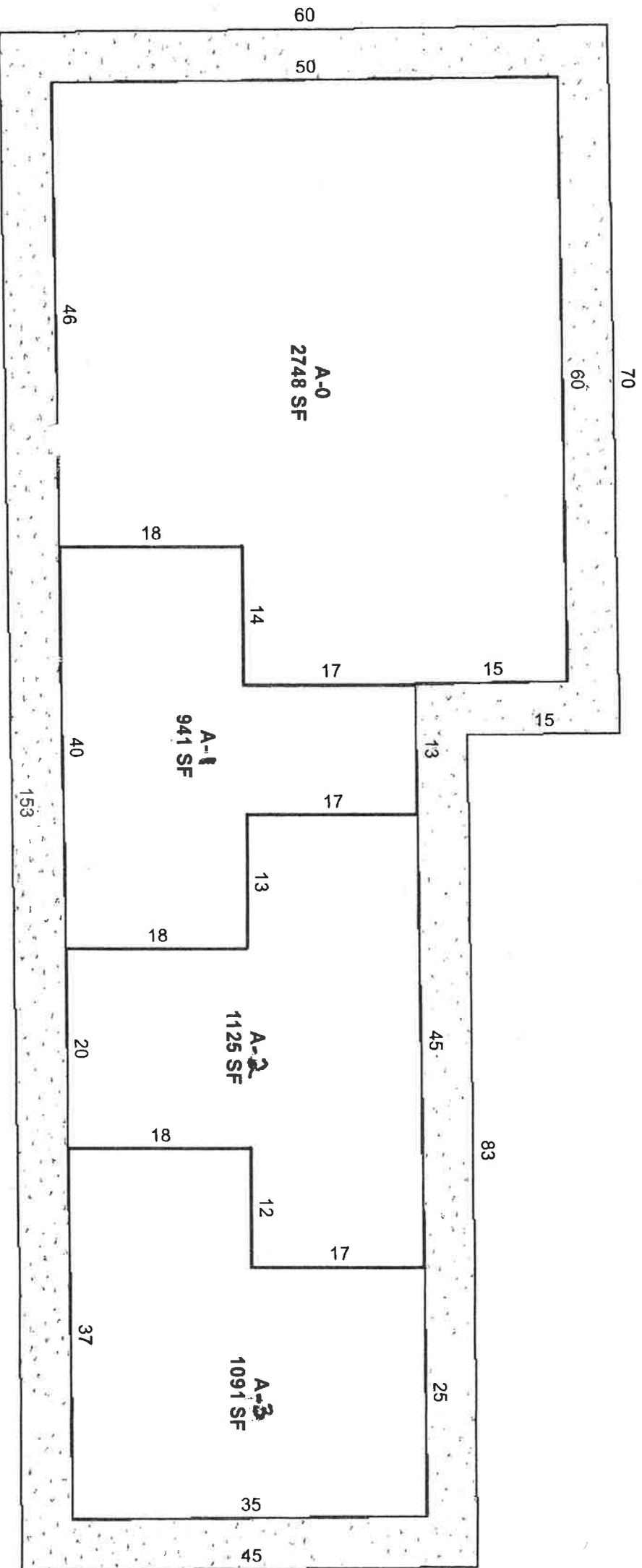


Legend

-  Hangar
-  Parcels

Brookings Airport Hangars Building A

Exhibit "A-1"



Legend

-  Apron
-  Hangar
-  Parcels



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

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

All measurements are rounded to the nearest full foot

EXHIBIT "B"

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

Hangar # A-1

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

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners)
to Execute a Non-Commercial)
Airplane Hangar Lease with)
George Michael Redd)

ORDER NO. _____

WHEREAS, George M. Redd desires to lease Hangar Site #A1 at the Brookings Airport; and

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

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

WHEREAS, the lease is for an initial term from July 1, 2016, to June 30, 2021, with an option to renew; and

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

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #A1 at the Brookings Airport with George Michael Redd.

DATED this 15 day of June, 2016

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Approved as to Form:

Susan Brown, Vice Chair

John Huttli,
County Counsel

David Brock Smith, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: RSVP Program Director

EXEMPT: No
SALARY LEVEL: N-8
SUPERVISOR: Curry County Board of Commissioners
PREPARED BY: Payroll & Personnel May 2016

POSITION SUMMARY:

RSVP Program Director oversees the development and day-to-day operation of the Curry County Retired Seniors Volunteer Program in cooperation with the sponsor, the advisory councils and the Corporation for National and Community Service. The program director is also responsible for public relations for the project and maintenance of program records.

DISTINGUISHING FEATURES OF THE CLASS:

A program director functions as a working program manager, actively involved with community organizations, RSVP volunteers, and volunteer stations. The sponsor delegates the project's daily management to the full-time program director. The Advisory Council's advice and support are sought by a program director on program planning and on major project issues.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Provide administrative oversight of RSVP by ensuring compliance with terms and conditions of the federal grant and applicable federal regulations.
2. Plans, organizes, and implements recruitment, enrollment, orientation, and placement of senior volunteers.
3. Adheres to and administers personnel policies and procedures for project staff consistent with those of the Sponsor and with the recommendations of the RSVP Advisory Council.
4. Arranges for volunteer stations to provide needed volunteer orientation and training.
5. Develops, reviews, and updates memorandums of understanding and other appropriate documents with volunteer stations.
6. Approves assignments of volunteers.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Continued)

7. Develops and maintains cooperative working relations with a variety of community service organizations and agencies.
8. Plans, develops, and implements an ongoing program of public relations in cooperation with the sponsor.
9. Arranges for formal and regular recognition of volunteers, organizations, and individuals who have contributed to the support of the RSVP project.
10. Develops and maintains up-to-date financial, staff personnel, project, and volunteer records.
11. In conjunction with the Sponsor and Advisory Council, prepares the renewal grant application for CNCS (Corporation for National & Community Services). Prepares and defends annual budget for RSVP.
12. Adheres to the approved budget; applies sound fiscal procedures; provides budget data, as required; authorizes expenditures for the project, including specific approval of any vouchers for reimbursement submitted by RSVP volunteers.
13. Attends conferences, meetings, and training programs related to the position, including those sponsored by CNCS.
14. Maintains awareness of gerontological data as well as current information on programs and services available to the elderly.
15. Spearheads fund raising programs in support of the RSVP program.
16. Develops work stations, provides contact and assistance to work stations.
17. Prepares and issues reports to meet the administrative and program needs specified by the Sponsor, Advisory Council, State, Regional, and Federal personnel.
18. Coordinates with the Advisory Council to evaluate the effectiveness of RSVP's operational procedures and program activities.
19. Is responsible for bookkeeping and Federal reporting.

JOB DESCRIPTION

JOB TITLE: RSVP Program Director - Page 3

SUPERVISORY REQUIREMENTS:

1. Provides assistance to the RSVP Advisory Council; discusses with the council significant plans, local project policies, actions, changes, and problems effecting RSVP, including resource development.
2. Makes visits to volunteer stations.
3. Assists, as needed, the Sponsor in promoting needed community support for the project.

DESIRABLE QUALIFICATIONS:

Knowledge of -

Sound supervisory and management skills.
Community development and social service delivery programs.

Ability to -

Plan, organize and direct the work of others to meet overall objectives and goals.
Communicate effectively both verbally and in writing.
Establish and maintain effective and cooperative working relationship with other related agencies, professionals and citizen groups.
Demonstrate sound supervisory and management skills.
Demonstrate sound oral and written communications skills.

EXPERIENCE AND TRAINING:

High School education or equivalent with some additional office skills; at least one year of experience in secretarial or clerical work, and management skills; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

NECESSARY SPECIAL REQUIREMENTS:

Possession of a valid Oregon Driver's License.

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

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

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

ORDER NO: _____

WHEREAS, it is the recommendation of Susan Brown, Vice Chair, Curry County Commissioners, that the following person 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>Salary Range/Step</u> | <u>Rate</u> | <u>Status</u> |
|------------------------|-------------------|--------------------------|-------------|---------------|
| Beth L. Barker-Hidalgo | RSVP Program Dir. | N8-B | \$3024/mo | .9 FTE |

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of June 20, 2016.

Dated this 15 day of June, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

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

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

AGENDA ITEM TITLE: Finance - Temporary Pay Increase
AGENDA DATE^a: 6/15/16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 minutes
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)
CONTACT PERSON: Tom Huxley **PHONE/EXT:** 3296 **TODAY’S DATE:** 6/2/16
BRIEF BACKGROUND OR NOTE^b:
^bIndicate if more than one copy to be signed

FILES ATTACHED: (1)Order
(2)
SUBMISSION TYPE: Order

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

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

**IN THE MATTER OF)
A TEMPORARY PAY)
INCREASE)**

ORDER NO:_____

WHEREAS, the County Accountant retired effective March 4, 2016; and

WHEREAS, recruitment and replacement has been unsuccessful to date; and

WHEREAS, the remaining staff have absorbed many of the duties of the County Accountant in order to keep the Finance Department functioning; and

WHEREAS, it is the recommendation that Julie Swift, Payroll and HR Coordinator, Salary Range N9, Step F, at \$4224 per month, be temporarily increased to Salary Range N10, Step F, at \$4655 per month; and that Cena Crook, Sr. Accounting Clerk, Salary Range U8, Step A, at \$3092 per month, be temporarily increase to Salary Range U9, Step A, at \$3409 per month.

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of March 8, 2016 and continue until a new County Accountant is employed or until further order of the Board.

DATED this 05 day of June 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John HuttI
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

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

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

AGENDA ITEM TITLE: 2015-16 Budget Resolution for Unbudgeted Specific Purpose Grant

AGENDA DATE^a: 6/15/16 **DEPARTMENT:** Finance **TIME NEEDED:** 5 minutes

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

CONTACT PERSON: Julie or Cena**PHONE/EXT:** 3233 **TODAY'S DATE:** 6/7/16

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

(1)Resolution

(2)Exhibit A

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

#REF!

Fund Budget Must Balance To \$0.00

Department: **Child Advocacy - VOCA**

| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | BUDGET | |
|---------------------------------------|--|-----------------|--------------|------------|
| | | | CHANGE | NEW Budget |
| | | | + = increase | |
| | | | - = decrease | |
| Revenue | | | | |
| 2.13-412.51-331.00-000-00 | Grant - St - DOJ | | 29,132 | 29,132 |
| - - - - -399.01-000-00 | Assigned Fund Balance | | | - |
| - - - - -399.03-000-00 | Restricted Fund Balance | | | - |
| Total Resources | | - | 29,132 | 29,132 |
| Personal Services | | | | |
| - - - - -490.00-110-00 | Sal-Regular | | | - |
| - - - - -490.00-120-00 | Sal-Irregular | | | - |
| - - - - -490.00-130-00 | Sal-Overtime | | | - |
| - - - - -490.00-213-00 | Ben-Health Ins | | | - |
| - - - - -490.00-220-00 | Ben- FICA 7.65% | | | - |
| - - - - -490.00-230-00 | PERS-County | | | - |
| - - - - -490.00-235-00 | PERS-Employee | | | - |
| - - - - -490.00-260-00 | Ben-Workers Comp | | | - |
| Total Personal Services - | | - | - | - |
| Materials & Services | | | | |
| 2.13-412.51-490.00-310-00 | Pro Svcs - Training & Education | | 3,643.30 | 3,643 |
| 2.13-412.51-490.00-315-00 | Pro Svcs - Emergency | | 3,650.00 | 3,650 |
| 2.13-412.51-490.00-341-00 | Technolgy Repair/Replace | | 11,270.05 | 11,270 |
| 2.13-412.51-490.00-615-00 | M&S - Other | | 10,568.92 | 10,569 |
| - - - - -490.00- | | | | - |
| - - - - -490.00- | | | | - |
| - - - - -490.00- | | | | - |
| - - - - -490.00-600-00 | Supplies - Office | | | - |
| - - - - -490.00-606-00 | Event Food Supplies | | | - |
| - - - - -490.00-615-00 | Other M&S | | | - |
| - - - - -490.00- | | | | - |
| Total Materials & Services | | - | 29,132 | 29,132 |
| Debt, Capital, Transfers | | | | |
| - - - - -490.00-847-00 | Debt Interest Payments | | | - |
| - - - - -490.00-849-00 | Debt Principal Payments | | | - |
| | | | | - |
| | | | | - |
| - - - - -491. - - -00 | Tran To | | | - |
| - - - - -492. - - -00 | Tran To (use 492 for Tran within a Fund) | | | - |
| Total Expenditures | | - | 29,132 | 29,132 |
| Total Change should = 0 >> | | | (0) | |

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

| | | | |
|-------------------------------------|--|------|---------|
| Prepared By | | Date | 5/24/16 |
| Elected Official or Department Head | | Date | 5/24/16 |
| Approved By | | Date | 6/6/16 |
| Liasion Commissioner | | | #REF! |

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

IN THE MATTER OF AN UNBUDGETED)
SPECIFIC PURPOSE GRANT IN THE) **RESOLUTION**
2015-2016 FISCAL YEAR BUDGET)

WHEREAS, Department of Justice provided grant funding to Child Advocacy – VOCA in the amount of \$29,132 that was unbudgeted in the 2015-2016 fiscal year budget; and

WHEREAS, Child Advocacy requires budget appropriation expenditures as it relates to this grant; and

WHEREAS, appropriation of expenditures for a specific purpose grant may be made by enactment of a resolution under ORS 294.338(2): now,

BE IT RESOLVED that the 2015-2016 fiscal year budget for Curry County be modified as detailed in Exhibit A for revenue and expenditures through June 30, 2016.

Dated this 15th day of June, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John Hutt
Curry County Counsel

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock-Smith, Commissioner

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

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

AGENDA ITEM TITLE: 2015-16 Budget Resolution for IGA

AGENDA DATE^a: 6/15/16 **DEPARTMENT:** Finance **TIME NEEDED:** 5 minutes

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

CONTACT PERSON: Julie or Cena**PHONE/EXT:** 3233 **TODAY'S DATE:** 6/7/16

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

(1)Resolution

(2)Exhibit A

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

Department: Public Health

| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | BUDGET | |
|---------------------------------------|--|-----------------|------------------------------|------------|
| | | | CHANGE | NEW Budget |
| Revenue | | | + = increase - = decrease | |
| 2.19-441.50-345.00-000-16 | Environmental Health IGA 148154 | - | 180,000 | 180,000 |
| - - - - -399.01-000-00 | Assigned Fund Balance | | | - |
| - - - - -399.03-000-00 | Restricted Fund Balance | | | - |
| Total Resources | | - | 180,000 | 180,000 |
| Personal Services | | | | |
| - - - - -490.00-110-00 | Sal-Regular | | | - |
| - - - - -490.00-120-00 | Sal-Irregular | - | 9,493 | 9,493 |
| - - - - -490.00-130-00 | Sal-Overtime | | | - |
| - - - - -490.00-213-00 | Ben-Health Ins | | | - |
| - - - - -490.00-220-00 | Ben- FICA 7.65% | - | 726 | 726 |
| - - - - -490.00-230-00 | PERS-County | | | - |
| - - - - -490.00-235-00 | PERS-Employee | | | - |
| - - - - -490.00-260-00 | Ben-Workers Comp | - | 19 | 19 |
| Total Personal Services - | | - | 10,238 | 10,238 |
| Materials & Services | | | | |
| 2.19-441.50-490.00-300-16 | DHS Admin Fees Environmental Health | - | 8,457 | 8,457 |
| 2.19-441.50-490.00-330-16 | Pro Svc - Environmental Svcs | - | 161,305 | 161,305 |
| - - - - -490.00-430-00 | R&M Equipment | | | - |
| - - - - -490.00-580-00 | Meals & Lodging | | | - |
| - - - - -490.00- | | | | - |
| - - - - -490.00- | | | | - |
| - - - - -490.00- | | | | - |
| - - - - -490.00-600-00 | Supplies - Office | | | - |
| - - - - -490.00-606-00 | Event Food Supplies | | | - |
| - - - - -490.00-615-00 | Other M&S | | | - |
| - - - - -490.00- | | | | - |
| Total Materials & Services | | - | 169,762 | 169,762 |
| Debt, Capital, Transfers | | | | |
| - - - - -490.00-847-00 | Debt Interest Payments | | | - |
| - - - - -490.00-849-00 | Debt Principal Payments | | | - |
| | | | | - |
| | | | | - |
| - - - - -491. - - -00 | Tran To | | | - |
| - - - - -492. - - -00 | Tran To (use 492 for Tran within a Fund) | | | - |
| Total Expenditures | | - | 180,000 | 180,000 |
| Total Change should = 0 >> | | | - | |

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

Prepared By Cena Crook Date 5/19/16

Elected Official
or Department Head _____ Date _____

Approved By Paul Band Date 5/20/16

Liasion Commissioner _____ SUPP #2

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

IN THE MATTER OF A SUPPLEMENTAL)
BUDGET TO THE)
2015-2016 FISCAL YEAR BUDGET) **RESOLUTION**

WHEREAS, there is an Intergovernmental Agreement 148154 with Curry Community Health to provide Environmental Health services to the County in the amount of \$180,000 that was unbudgeted and unforeseen revenue when the 2015-2016 fiscal year budget was created; and

WHEREAS, Public Health requires budget appropriation expenditures as it relates to this IGA; and

WHEREAS, appropriation of expenditures for a specific purpose may be made by enactment of a resolution under ORS 294.471(1)(a): now,

BE IT RESOLVED that the 2015-2016 fiscal year budget for Curry County be modified as detailed in Exhibit A for revenue and expenditures through June 30, 2016.

Dated this 15th day of June, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John HuttI
Curry County Counsel

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock-Smith, Commissioner

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

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

AGENDA ITEM TITLE: 2015-16 Budget Resolution for Unbudgeted Specific Purpose Grant

AGENDA DATE^a: 6/15/16 **DEPARTMENT:** Finance **TIME NEEDED:** 5 minutes

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

CONTACT PERSON: Julie or Cena **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/7/16

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

(1)Resolution

(2)Exhibit A

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

Department: *Curry Public Transit*

| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | BUDGET | |
|---|--|---------------------|------------------------------|------------|
| | | | CHANGE | NEW Budget |
| | | | + = increase | |
| | | | - = decrease | |
| Revenue | | | | |
| 2.39-415.16-334.00-000-10 | Gr-Fed-ODOT-20.526 5339 30414 | 332,830 | 97,110 | 429,940 |
| 2.39-415.16-364.00-000-10 | Match - 5339 30414 | 68,170 | 19,890 | 88,060 |
| | 5 New Buses | | | - |
| | | | | - |
| -399.01-000-00 | Assigned Fund Balance | | | - |
| -399.03-000-00 | Restricted Fund Balance | | | - |
| | Total Resources | 401,000 | 117,000 | 518,000 |
| Personal Services | | | | |
| -490.00-110-00 | Sal-Regular | | | - |
| -490.00-120-00 | Sal-Irregular | | | - |
| -490.00-130-00 | Sal-Overtime | | | - |
| -490.00-213-00 | Ben-Health Ins | | | - |
| -490.00-220-00 | Ben- FICA 7.65% | | | - |
| -490.00-230-00 | PERS-County | | | - |
| -490.00-235-00 | PERS-Employee | | | - |
| -490.00-260-00 | Ben-Workers Comp | | | - |
| | Total Personal Services - | - | - | - |
| Materials & Services | | | | |
| -490.00-330-00 | Pro Svc - General | | | - |
| -490.00-430-00 | R&M Equipment | | | - |
| -490.00-580-00 | Meals & Lodging | | | - |
| -490.00- | | | | - |
| -490.00- | | | | - |
| -490.00- | | | | - |
| -490.00- | | | | - |
| -490.00- | | | | - |
| -490.00-600-00 | Supplies - Office | | | - |
| -490.00-606-00 | Event Food Supplies | | | - |
| -490.00-615-00 | Other M&S | | | - |
| -490.00- | | | | - |
| | Total Materials & Services | - | - | - |
| Debt, Capital, Transfers | | | | |
| -490.00-847-00 | Debt Interest Payments | | | - |
| -490.00-849-00 | Debt Principal Payments | | | - |
| 2.39-415.16-490.00-742-10 | Capital Outlay - 5339 5 Buses | 401,000 | 117,000 | 518,000 |
| -490.00-745-00 | Capital Outlay | | | - |
| -491. - -00 | Tran To | | | - |
| -491. - -00 | Tran To | | | - |
| -492. - -00 | Tran To (use 492 for Tran within a Fund) | | | - |
| | Total Expenditures | 401,000 | 117,000 | 518,000 |
| | | | Total Change should = 0 >> - | |
| Note: Total change should = 0, or Total Revenue change should match Total Expense change. | | | | |
| Prepared By <i>Cena Crook</i> | | Date <i>5/12/16</i> | | |
| Elected Official or Department Head | | Date | | |
| Approved By <i>[Signature]</i> | | Date | | |
| Liasion Commissioner | | SUPP #2 | | |

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

IN THE MATTER OF AN UNBUDGETED)
SPECIFIC PURPOSE GRANT IN THE)
2015-2016 FISCAL YEAR BUDGET) **RESOLUTION**

WHEREAS, Oregon Department of Transportation provided additional grant funding on Grant #30414 specifically to the Curry County Public Transit District for capital bus replacements in the amount of \$117,000, that was unbudgeted in the 2015-2016 fiscal year budget; and,

WHEREAS, Curry County Public Transit District requires budget appropriation expenditures as it relates to this project; and

WHEREAS, appropriation of expenditures for a specific purpose grant may be made by enactment of a resolution under ORS 294.338(2): now,

BE IT RESOLVED that the 2015-2016 fiscal year budget for Curry County be modified as detailed in Exhibit A for revenue and expenditures through June 30, 2016.

Dated this 15th day of June, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John Huttli
Curry County Counsel

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock-Smith, Commissioner

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

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

AGENDA ITEM TITLE: 2015-16 Budget Appropriations Transfers

AGENDA DATE^a: 6/15/16 **DEPARTMENT:** Finance **TIME NEEDED:** 5 minutes

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

CONTACT PERSON: Julie or Cena**PHONE/EXT:** 3233 **TODAY'S DATE:** 6/8/16

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

(1)Resolution

(2)Exhibit A

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

Department: County Clerk - Elections

| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | BUDGET | |
|---------------------------------|--|-----------------|-------------------------------------|------------|
| | | | CHANGE | NEW Budget |
| | | | + = increase | |
| | | | - = decrease | |
| Revenue | | | | |
| -3-000-00 | | | | - |
| -399.01-000-00 | Assigned Fund Balance | | | - |
| -399.03-000-00 | Restricted Fund Balance | | | - |
| | Total Resources | - | - | - |
| Personal Services | | | | |
| -490.00-110-00 | Sal-Regular | | | - |
| -490.00-120-00 | Sal-Irregular | | | - |
| -490.00-130-00 | Sal-Overtime | | | - |
| -490.00-213-00 | Ben-Health Ins | | | - |
| -490.00-220-00 | Ben- FICA 7.65% | | | - |
| -490.00-230-00 | PERS-County | | | - |
| -490.00-235-00 | PERS-Employee | | | - |
| -490.00-260-00 | Ben-Workers Comp | | | - |
| | Total Personal Services - | - | - | - |
| Materials & Services | | | | |
| 1.10-414.00-490.00-330-00 | PRO SVCS - General | 8,000 | 3,500 | 11,500 |
| 1.10-414.00-490.00-541-00 | Copying & Printing | 8,300 | 3,100 | 11,400 |
| 1.10-414.00-490.00-595-00 | Postage | 6,000 | 3,000 | 9,000 |
| 1.10-414.00-490.00-582-00 | IGS - Motor Pool | 500 | 700 | 1,200 |
| 1.10-414.00-490.00-600-00 | Supplies - Office | 1,500 | 2,000 | 3,500 |
| 1.10-414.00-490.00-541-00 | Advertising - Legal | 500 | 1,100 | 1,600 |
| -490.00- | | | | - |
| -490.00-600-00 | | | | - |
| -490.00-606-00 | | | | - |
| -490.00-615-00 | | | | - |
| -490.00- | | | | - |
| | Total Materials & Services | 24,800 | 13,400 | 38,200 |
| Debt, Capital, Transfers | | | | |
| -490.00-847-00 | Debt Interest Payments | | | - |
| -490.00-849-00 | Debt Principal Payments | | | - |
| -490.00-745-00 | Capital Outlay | | | - |
| -490.00-745-00 | Capital Outlay | | | - |
| -491.-.-00 | Tran To | | | - |
| -491.-.-00 | Tran To | | | - |
| -492.-.-00 | Tran To (use 492 for Tran within a Fund) | | | - |
| | Total Expenditures | 24,800 | 13,400 | 38,200 |
| | | | Total Change should = 0 >> (13,400) | |

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

Prepared By *Sheldene Denney* Date *4/11/16*
 Elected Official or Department Head *Kenee Cole* Date *4/11/2016*
 Approved By _____ Date _____
 Liasion Commissioner

Exhibit A

CURRY COUNTY

SUPP #5

SUPPLEMENTAL BUDGET NO. 1 - Fy 2015-2016

Fund Budget Must Balance To \$0.00

| Department: Commissioners' Fund | | BUDGET | | |
|--|---------------------------------------|-----------------|------------------------------|------------|
| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | CHANGE | NEW Budget |
| | | | + = increase - = decrease | |
| Revenue | | | | - |
| | Total Resources | - | - | - |
| Personal Services | | | | - |
| | Total Personal Services - | - | - | - |
| Materials & Services 1.10-490.10-490.00-830-00 | IGS-1.11 Commissioners | 53,358 | 9,994 | 63,352 |
| | Total Materials & Services | 53,358 | 9,994 | 63,352 |
| | Total Expenditures | 53,358 | 9,994 | 63,352 |
| | | | Total Change should = 0 >> | (9,994) |

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

| | |
|--|------------------------|
| Prepared By <i>Shelton</i> | Date <i>06-07-2016</i> |
| Elected Official or Department Head <i>[Signature]</i> | Date <i>6/7/2016</i> |
| Approved By Liasion Commissioner | Date |

SUPP #5

#REF!

Fund Budget Must Balance To \$0.00

| Department: Veterans | | BUDGET | | |
|---------------------------------|--|-----------------|------------------------------|---------------|
| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | CHANGE | NEW Budget |
| | | | + = increase - = decrease | |
| Revenue | | | | |
| 1.10-466.37-334.00-000-00 | Grant - St - Veterans | 33,452 | 10,517 | 43,969 |
| 1.10-466.37-334.10-000-00 | Grant - St - SB1100 E&E | | | - |
| . . . -399.01-000-00 | Assigned Fund Balance | | | - |
| . . . -399.03-000-00 | Restricted Fund Balance | | | - |
| | Total Resources | 33,452 | 10,517 | 43,969 |
| Personal Services | | | | |
| . . . -490.00-110-00 | Sal-Regular | | | - |
| . . . -490.00-120-00 | Sal-Irregular | | | - |
| . . . -490.00-130-00 | Sal-Overtime | | | - |
| . . . -490.00-213-00 | Ben-Health Ins | | | - |
| . . . -490.00-220-00 | Ben- FICA 7.65% | | | - |
| . . . -490.00-230-00 | PERS-County | | | - |
| . . . -490.00-235-00 | PERS-Employee | | | - |
| . . . -490.00-260-00 | Ben-Workers Comp | | | - |
| | Total Personal Services - | - | - | - |
| Materials & Services | | | | |
| . . . -490.00- | | | | - |
| . . . -490.00- | | | | - |
| 1.10-466.37-490.00-542-00 | advertising | - | 5,021 | 5,021 |
| 1.10-466.37-490.00-600-00 | Supplies - Office | 585 | 5,496 | 6,081 |
| . . . -490.00-606-00 | Event Food Supplies | | | - |
| . . . -490.00-615-00 | Other M&S | | | - |
| . . . -490.00- | | | | - |
| | Total Materials & Services | 585 | 10,517 | 11,102 |
| Debt, Capital, Transfers | | | | |
| . . . -490.00-847-00 | Debt Interest Payments | | | - |
| . . . -490.00-849-00 | Debt Principal Payments | | | - |
| | | | | - |
| | | | | - |
| . . . -491. . . -00 | Tran To | | | - |
| . . . -492. . . -00 | Tran To (use 492 for Tran within a Fund) | | | - |
| | Total Expenditures | 585 | 10,517 | 11,102 |
| Total Change should = 0 >> | | | | - |

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

| | |
|---|---------------------|
| Prepared By <i>Tony Voudy</i> | Date <i>5-25-16</i> |
| Elected Official or Department Head <i>[Signature]</i> | Date <i>5-25-16</i> |
| Approved By <i>[Signature]</i> | Date |
| Liasion Commissioner | #REF! |

Exhibit A

CURRY COUNTY

SUPP #5

SUPPLEMENTAL BUDGET NO. 1 - Fy 2015-2016

Fund Budget Must Balance To \$0.00

| Department: Commissioners' Fund | | BUDGET | | |
|---|---------------------------------------|-----------------|------------------------------|------------|
| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | CHANGE | NEW Budget |
| | | | + = increase - = decrease | |
| Revenue | | | | |
| 1.11-411.10-390.88-110-00 | IGS-1.10 General Fund | 114,374 | 9,994 | 124,368 |
| | Total Resources | 114,374 | 9,994 | 124,368 |
| Personal Services | | | | |
| 1.11-411.10-490.00-105-00 | Sal-Elected | 127,018 | 11,000 | 138,018 |
| | Total Personal Services - | 127,018 | 11,000 | 138,018 |
| Materials & Services | | | | |
| 1.11-411.10-490.00-345-00 | Pro Svc - General | 10,000 | (10,000) | - |
| 1.11-411.10-490.00-315-00 | Conference Fees | - | 1,350 | 1,350 |
| 1.11-411.10-490.00-521-00 | Gen Liab Ins - BOC | 200 | 1,144 | 1,344 |
| 1.11-411.10-490.00-581-00 | IGS-2.21 Assigned Vehicles | 7,500 | 6,500 | 14,000 |
| | Total Materials & Services | 17,700 | (1,006) | 16,694 |
| | Total Expenditures | 144,718 | 9,994 | 154,712 |
| | | | Total Change should = 0 >> - | |
| Note: Total change should = 0, or Total Revenue change should match Total Expense change. | | | | |
| Prepared By | <i>[Signature]</i> | Date | 06-07-2016 | |
| Elected Official or Department Head | <i>[Signature]</i> | Date | 6/7/2016 | |
| Approved By | | Date | | |
| Liasion Commissioner | | | SUPP #5 | |

#REF!

Fund Budget Must Balance To \$0.00

| Department: Juvenile | | BUDGET | | |
|---|--|-----------------|------------------------------|------------|
| G/L ACCT NUMBER | ACCT DESCRIPTION | EXISTING BUDGET | CHANGE | NEW Budget |
| | | | + = increase - = decrease | |
| Revenue | | | | |
| - - - -3 - - -000-00 | | | | - |
| | | | | - |
| | | | | - |
| - - - -399.01-000-00 | Assigned Fund Balance | | | - |
| - - - -399.03-000-00 | Restricted Fund Balance | | | - |
| | Total Resources | - | - | - |
| Personal Services | | | | |
| 1.10-423.60-490.00-110-00 | Sal-Regular | 285,337 | (12,000) | 273,337 |
| - - - -490.00-120-00 | Sal-Irregular | | | - |
| - - - -490.00-130-00 | Sal-Overtime | | | - |
| - - - -490.00-213-00 | Ben-Health Ins | | | - |
| - - - -490.00-220-00 | Ben- FICA 7.65% | | | - |
| - - - -490.00-230-00 | PERS-County | | | - |
| - - - -490.00-235-00 | PERS-Employee | | | - |
| - - - -490.00-260-00 | Ben-Workers Comp | | | - |
| | Total Personal Services - | 285,337 | (12,000) | 273,337 |
| Materials & Services | | | | |
| - - - -490.00-330-00 | Pro Svc - General | | | - |
| - - - -490.00-430-00 | R&M Equipment | | | - |
| - - - -490.00-580-00 | Meals & Lodging | | | - |
| - - - -490.00- | | | | - |
| - - - -490.00- | | | | - |
| - - - -490.00- | | | | - |
| 1.10-423.60-490.00-610-00 | Supplies non cap equipment | 6,000 | 12,000 | 18,000 |
| - - - -490.00-600-00 | Supplies - Office | | | - |
| - - - -490.00-606-00 | Event Food Supplies | | | - |
| - - - -490.00-615-00 | Other M&S | | | - |
| - - - -490.00- | | | | - |
| | Total Materials & Services | 6,000 | 12,000 | 18,000 |
| Debt, Capital, Transfers | | | | |
| - - - -490.00-847-00 | Debt Interest Payments | | | - |
| - - - -490.00-849-00 | Debt Principal Payments | | | - |
| - - - -490.00-745-00 | Capital Outlay | | | - |
| - - - -490.00-745-00 | Capital Outlay | | | - |
| - - - -491. - - -00 | Tran To | | | - |
| - - - -491. - - -00 | Tran To | | | - |
| - - - -492. - - -00 | Tran To (use 492 for Tran within a Fund) | | | - |
| | Total Expenditures | 291,337 | - | 291,337 |
| Total Change should = 0 >> | | | - | |
| Note: Total change should = 0, or Total Revenue change should match Total Expense change. | | | | |
| Prepared By | Jay Trost | Date | 6/8/16 | |
| Elected Official or Department Head | | Date | | |
| Approved By | | Date | | |
| Liasion Commissioner | | | #REF! | |

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

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES) **RESOLUTION**
IN THE 2015-2016 FISCAL YEAR BUDGET)

WHEREAS, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2015-2016 fiscal year budget: and,

WHEREAS, additional revenue must be appropriated prior to expenditure; and,

WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

BE IT RESOLVED that the 2015-2016 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2016.

Dated this 15th day of June 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to form:

John Hutt
Curry County Counsel



Community Development Department May 2016 Activity Report

Building Permits: 38 Permits issued
Building Inspections: 117
May revenue: \$49,295
Phone/counter: 300 calls/visits

Planning Permits:

- 1 Conditional Use Permit
- 2 Land Use Compatibility Statements
- 4 new addresses
- 7 Planning Clearance reviews
- 2 Conditional Use Permit renewals

Complaints:

- Crestline Loop in Harbor – RV parking and living in driveway
- Nesika Road – illegal stairs
- Camilla Drive – vision obscured on turn out
- Lucas Lane - trash and debris health concerns
- North Chetco River Road - construction

Administration

Ongoing

- Preparation of April activity report
- Meeting and conferral with various staff regarding code enforcement administration.
- Participation in management meeting

Training

- Building division training discussion and sign up – plumbing codes
- Continued investigation of training opportunity for Planner

Budget

- Drafted fee revisions/forwarded for inclusion in June BOC review of fees.
- Engagement in additional hearings regarding Economic Development
- Draft budget refinement and finalization to Finance for BOC review
- Presentation of Community Development Department Budget to BOC

Outside Agencies

- Scenic Waterway Zone in Curry County – communication with ODJ and the Gold Beach City Administrator
- Oregon Coastal Zone Management Association (OCZMA) survey participation
- Per DLCD requirements, preparation and transmittal of all 2014 and 2015 Curry County's farm and forest decisions and findings.

Outside Agencies cont...

- Responses to inquiries by the Oregon Coast Alliance
- Communication with Oregon Counties Association on various matters

Development Projects

- Meeting on lot line adjustments, Sweet Ranch property
- David Allen inquiries regarding subdivision and new building location

Long Range Planning

Comprehensive Plan and Zoning Ordinance

- Continued work (meeting in Coos Bay, review and edit of draft work, ongoing phone calls with multiple staff) with DLCD on the Curry County Natural Hazard Implementation Project (zoning ordinance and comp plan changes) and future project management team meeting.
- Interface with new DLCD staff regarding farm/forest zone updates
- Communication with potential Community Involvement Committee members and Planning Commission candidate, preparation of staff reports regarding same, presentation to BOC.

Cape Blanco airport

- Meetings with 4-6 county citizens and individual Commissioners regarding Cape Blanco airport, interface with ODA staff, preparation of staff report, meetings with staff, participation in May 17 workshop, follow up meetings with ODA director.
- On-site visit/meeting with other staff at the 64 acre parcel owned by the County adjacent to the Cape Blanco Airport.

Housing

- Participation in May 26 South Coast Housing Forum.
- Meeting with Tony Vouidy (Veterans Services) to develop an outline of if/how property can be located in Curry County for affordable housing.

Parks/Open space

- Communication with the City of Port Orford on their Parks system Master Plan to see if/how an expanded look at their system with County Parks could be considered, effort to include use of some County GIS information.
- Shared information with Parks regarding property recently negotiated between State Parks and a private property owner in north county to expand hiking opportunities; located adjacent to Flores lake.
- Follow-up with Commissioner Huxley and County Parks on interested party seeking location for trail to fund and name
- Communication with DLCD staff regarding beach access stairway funding opportunities

Economic Development

- Meeting with Summer Matteson regarding work underway and projected out in the Economic Development Department.
- Review of a wide variety of information regarding work efforts in Economic Development Department, analysis of the Community Development Department current scope of work and if/how Economic Development work could be added to CDD functions; evaluation of if/how some planning work could be contracted out to accommodate potential new duties related to economic development.



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Oregon Occupational Safety & Health Division (OR-OSHA)

RECEIVED
JUN 03 2016

BY:

May 31, 2016

Curry County
94235 Moore St Ste 125
Gold Beach, OR 97444

RE: Inspection Optional Report Number: R3320-057-16

We recently conducted a comprehensive safety inspection at your worksite, located at 29808 Colvin Street, Gold Beach, Oregon. At the time of inspection, the Oregon Occupational Safety & Health Division's (OR-OSHA) compliance officer did not observe any safety violations of the Oregon Safe Employment Act.

We appreciate the effort you have made to provide your employees with a safe and healthful work environment.

Chuck McFarland
Enforcement Manager
Oregon OSHA Medford Field Office
1840 Barnett Rd Suite D
Medford OR 97504-8250
541-776-6030

cc: Central Office File
Medford Field Office File

