



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, April 5, 2017 – 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

- A. Order Amending County Counsel Working Out of Class Pay
- B. Contract for Prisoner Transport Services with Cal-Ore

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

- A. Order Appointing K. Bunten to the Curry County Compensation Board
- B. 2016-17 Budget Appropriations Transfer
- C. Amended agreement with ODOT
- D. Personnel - add Fly-U-Home Program to AirMedCare Agreement
- E. Personnel Actions done by Appointing Authorities (Sheriff's Dept)
- F. Order Appointing J. Brazil and D. St. Marie to the Curry County Planning Commission
- G. Amendment to IGA for Southwest Seven (SW7) Consortium

7. ADMINISTRATIVE ACTIONS/APPOINTMENTS

- A. Adoption of Rules of Conduct for Board Meetings
- B. Order Rescinding Order 20322 (Temporary Pay Increase)

8. PUBLIC HEARING

9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

10. NEW BUSINESS

- A. BOC Budget Direction
- B. County Consumption Tax Advisory Committee C.T.A.C.

11. OLD BUSINESS

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.

12. PRESENTATIONS TO THE BOARD

A. 2015 Juvenile Recidivism Report

13. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS

14. EXECUTIVE SESSION

15. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Amending County Counsel Working Out of Class Pay**AGENDA DATE^a:** 04/05/2017 **DEPARTMENT:** BOC **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:** JHuttI**PHONE/EXT:** 3291 **TODAY'S DATE:** 03/30/2017

BRIEF BACKGROUND OR NOTE^b: Per County Order Number 20328, the Board of Commissioners assigned County Counsel additional duties to supervise BOC office staff. At that time, there were two staff and the working-out-of-class adjustment was 10%. In December one staff member resigned, and in a February 2, 2017 memo to the Board, it was communicated that the vacancy would remain unfilled pending budget discussions. Irregular work would be employed on an as-needed basis to fill the vacancy. On March 16, 2017, the other full-time BOC employee was transferred to Parks, and an irregular has been filling in full-time since then. Because BOC staff is down to a single employee for supervision, it makes sense to reduce the payment-out-of class adjustment downward by half to 5% from 10%.

^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1) Order 20328 granting payment out of class
- (2) February 2, 2017 memo to Board pages 1 & 11 footnote 2
- (3) Order terminating Order 20328
- (4) Order granting Counsel Additional Compensation

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Downward adjustment working out of class

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Thomas Huxley Yes ☐ No ☐

Commissioner Sue Gold Yes ☒ No ☐

Commissioner Court Boice Yes ☐ No ☐

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

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

In the Matter of)
A Pay Increase)

ORDER NO. 20328

WHEREAS, the Director of Administration resigned effective May 13, 2016; and the position will not be refilled at this time; and

WHEREAS, the Board of Commissioners have indicated they would like County Counsel Huttli to be the direct supervisor of Board of Commissioner's Staff and Economic Development, as directed; and

WHEREAS, County Counsel Huttli has agreed to the additional duties of supervising Board of Commissioner's staff and Economic Development, as directed; and

WHEREAS, it is the recommendation that John Huttli, County Counsel Salary Range E17F, at \$7,359.00 per month be increased by 10% for a total amount of \$8,095.00 per month. The difference in salary will be paid from the Board of Commissioners Office budget, and Economic Development budget, as directed; and


WHEREAS, the Board of Commissioners of Curry County, a Political Subdivision of the State of Oregon, is in agreement with the above stated recommendation.

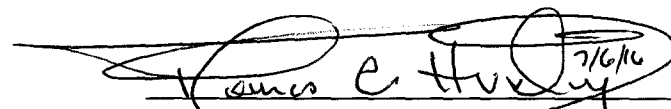
NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of July 1, 2016 and continue until this order is terminated.

DATED this 6th day of ~~June~~^{JULY}, 2016.

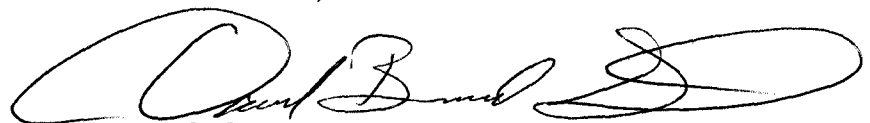
CURRY COUNTY BOARD OF COMMISSIONERS

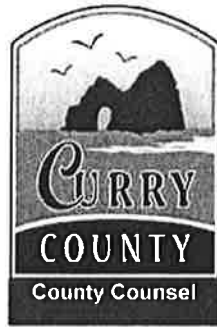
Approved as to Form:


John Huttli
Curry County Counsel


Thomas Huxley, Chair


Susan Brown, Vice Chair


David Brock Smith, Commissioner



MEMORANDUM

FROM John R. Hutt, Curry County Counsel

TO Board of Commissioners

RE: Options on County Administrator

DATE: February 2, 2017

Summary

This memorandum presents a summary of a brief survey of Counties that have Administrators/Managers, and the options for creating and enabling such a position.

Discussion

The authority for Counties to create the position of a County Administrator (CA) are contained in the Oregon Statutes or a Home Rule County Charter adopted pursuant to the Oregon Constitution. A County can create a CA position even if it does not have a County Charter.

A County Administrator (CA) is not a required County officer listed in the Oregon statutes which regulate Counties. Some Counties do not have a CA. The position is described by various terms: Administrator, Director of Administration, Court Administrator, Administrative Assistant, Administrative Officer, Chief Administrative Officer, Chief Operating Officer, Executive Secretary, Chief of Staff, and Administrative Services Director.¹

Counties that create a CA position usually describe the positions powers and limitations in a Charter, a codified set of ordinances (a code), an individual ordinance, an order creating a job description or other orders, rules and contracts, or a combination of the above.

This memorandum samples some of the different ways Oregon counties have employed a CA.

¹A document from Association of Oregon Counties (AOC) which lists the counties having a County Administrator includes Curry County. However, Curry County does not have a current CA, and our Director of Administration position lacked some of the central authority found typically in such titles.

6. Contributes to agendas for Board of Commissioners' meetings and attends same as needed.
7. Coordinates special projects (e.g. master facilities plan development, classification and compensation plan development) at direction of Board of Commissioners.
8. Serves as management analyst to Board of Commissioners; responds to identified and perceived problems, researches problems and proposed solution; works directly with department heads to solve specific problems identified by Board of Commissioners.
9. Carries out any other assignment as directed by Board of Commissioners.
10. Performs related duties as required.

Employment Agreements

Some Counties have employment agreements with their CAs. However, an agreement is not required and a simple letter of hire can be used. Sometimes employment agreements are used where the local government personnel regulations do not include the CA as being subject to the personnel rules. At the time of writing, I was unable to obtain a sample employment agreement. There is information in the public domain that describes some provisions of employment agreements to include perquisites such as monthly travel and communication allowances, annual review requirements, and severance packages.

Conclusion

About half the Counties in Oregon have some form of County Administrator. As stated above, Curry County does not have a County Administrator. We did have a Board of Commissioners Director of Administration, but that position lacked any of the broad authority as included in the typical CA role described above. In my capacity as Interim BOC Administrative Staff supervisor² I also lack any of the authority typically found in the CA position.

CAs are usually implemented to lend structure, and perhaps to a lesser degree accountability, to the carrying-out of county business. If the Board considers the County in need of structure and accountability, or for other reasons, it should consider implementing a CA position.

The Board has broad authority to employ a County Administrator and to delegate to that CA broad powers. The rules from Clatsop County help further define the relationship between a CA and a County Board. Let me know if you have any questions.



John R. Hutt
County Counsel / Risk Manager
Interim BOC Administrative Staff Supervisor

² My compensation package currently falls under our Personnel Rules "working-out-of-class" 10% increase for my role in supervising two staff members in addition to my duties as County Legal Counsel and Risk Manager. The BOC office staff budget still includes two workers, but one worker left and is not being replaced pending budget development. As such I am now supervising a single employee in BOC, and it makes sense to reduce my "working-out-of-class" adjustment accordingly.

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

In the Matter of an Order)
Terminating Order No. 20328) ORDER NO. _____

WHEREAS, Order No. 20328 stated the recommendation in the order would be in effect until terminated; and

NOW, THEREFORE, IT IS HEREBY ORDERED, that Order No. 20328 in the matter of a pay increase is terminated, effective March 22, 2017.

DATED this 5th day of April, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John Huttli,
Curry County Counsel

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

In the Matter of an Order)
Granting County Counsel)
John HuttI Additional) ORDER NO. _____
Compensation)

WHEREAS, Article 10 (F) in the Curry County Personnel Rules states “The Board may approve an exception to the general rules regarding salary increases if such action is warranted under the circumstances”; and

WHEREAS, County Counsel John HuttI is or will be taking on additional duties, beginning March 23, 2017, and is expected to do so until June 30, 2017; and

WHEREAS, those duties are described as: Supervising an employee in the Board of Commissioners’ Office due to change in personnel; and

NOW, THEREFORE, IT IS HEREBY ORDERED THAT John HuttI with a salary range and monthly pay of E17F at \$7,359.00 per month, be compensated at \$7,727.00 per month (5% pay increase), until such time dated above, or terminated by Board Order, whichever comes first.

DATED this ____ day of _____.

Curry County Board of Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Approved as to Form:

Court Boice, Commissioner

John HuttI,
Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Contract for Prisoner Transport Services with Cal-Ore**AGENDA DATE^a:** 04/05/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Sheriff Ward **PHONE/EXT:** 3221 **TODAY'S DATE:** 03/31/17**BRIEF BACKGROUND OR NOTE^b:** A Contract is needed for Cal-Ore, local EMS provider, to provide ground transport for the inmates from the Curry County Jail to local hospital when indicated. The said contract will allow for these services to be provided at a discounted rate, saving Curry County a considerable amount of money.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Contract

- (1)
(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

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 Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☒

CONTRACT BETWEEN CURRY COUNTY AND CAL-ORE LIFE FLIGHT, LLC FOR PRISONER TRANSPORT SERVICES

This contract is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and CAL-ORE LIFE FLIGHT, LLC, hereinafter called "Contractor", as follows:

1. **SERVICES TO BE PROVIDED**

Contractor shall provide ground ambulance transportation of County inmates from the County jail to Curry General Hospital when requested by County. Contractor shall provide said services to the County as needed 24 hours/day, seven days a week. Contractor shall immediately inform the County if, for any reason, transport services cannot be rendered within a reasonable amount of time.

2. **PAYMENT**

Refer to Attached Exhibit "A". For services rendered under this contract, Contractor shall receive no other payment or benefit from County. County shall pay for services rendered during the previous calendar month by the 25th of the month if Contractor's invoice is received by the first of the month. Contractor agrees to look solely to County for reimbursement.

3. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an employee of the County. Contractor shall have the complete responsibility for the performance of this contract. Contractor is a subject employer under the Oregon worker's compensation law and shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.

4. **COMPLIANCE WITH THE LAW**

This contract shall be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state and local statutes, regulations, etc., including, but not limited to ORS 279B.220, ORS 279B.230 and ORS 279B.235 which are incorporated herein.

5. **ASSIGNMENT**

Contractor may not assign this contract without the express written consent of County.

6. **INSURANCE**

Contractor shall, at its own expense, and at all times during the term of the contract, maintain in force a comprehensive automobile insurance policy in the amount of \$1,000,000 and General Liability Insurance in the amount of \$4,000,000. Contractor shall provide evidence of such insurance to County on or before the execution of this contract. The liability insurance shall name County and its officers, agents and employees as an additional insured.

7. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless County, and its officers, agents and employees from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees or agents in connection with this contract.

8. **TERM AND TERMINATION**

This contract shall be effective upon its execution by both parties. Thereafter, it shall remain in effect until terminated for cause pursuant to Section 12 below, or until terminated without cause by 30 days written notice to the other party.

9. **NOTICE**

Notice to the parties may be given by regular delivery by US Mail. Notice to the County shall be sent to Office of the Curry County Legal Counsel, 94235 Moore Street Suite 123, Gold Beach, OR 97444. Notice to the Contractor shall be sent to CAL-ORE LIFE FLIGHT, LLC, PO Box 1986, Brookings, OR 97415.

10. **WAIVER**

No provision of this contract shall be deemed to be waived unless such waiver is in writing and signed by the party waiving its rights.

11. **SEVERABILITY**

If any provision of this contract is held by a court to be invalid, such invalidity shall not affect the validity of the other provisions of the contract.

12. **BREACH**

This contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach,

and the breach is not cured within 10 calendar days of said notice. Termination shall not prejudice the rights of any party that accrued before termination.

13. **DISPUTES**

In the event a claim, dispute or other matter in question between the parties to this contract arises and is settled by legal action, each side shall be responsible for their own attorney fees.

14. **LAW AND JURISDICTION**

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

CONTRACTOR

CAL-ORE LIFE FLIGHT, LLC

By: _____

Name: Dan Brattain

Title: Vice President Operations

Date: _____

CURRY COUNTY

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Date

Sue Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John R. HuttI
Curry County Legal Counsel

EXHIBIT "A"

Services will be billed at 125% of the current Medicare Allowable Rate for Curry County, Oregon.

Proposed Rates for 2017:

A0427	ALS-1	$\$521.01 \times 1.25\%$	\$651.26
A0433	ALS-2	$\$754.10 \times 1.25\%$	\$942.62
A0434	SCT	$\$891.22 \times 1.25\%$	\$1,114.02
A0425	Mileage	$\$11.04 \times 1.25\%$	\$13.80/mile

Contractor may provide new rate schedules without necessity for amending the Contract, provided that any such rate changes do not exceed 125% of the then current Medicare fee schedule.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Appointing Kathleen Bunten to the Curry County Compensation Board**AGENDA DATE^a:** 04-05-17 **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:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 03-22-17**BRIEF BACKGROUND OR NOTE^b:** Order appointing Position 1 to a three year term. Past orders had not followed the staggered apointment protocols in the Board's order establishing the Compensation Committee. This order and the accompanying orders clarify the staggered terms of appointment.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1)Order
- (2)Order 13794
- (3) Order 20168

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Appointment to Position 1 of Compensation Committee

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley	Yes <input type="checkbox"/> No <input type="checkbox"/>
Commissioner Sue Gold	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Commissioner Court Boice	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Appointment)
To the Curry County Compensation)
Board)

ORDER NO. _____

WHEREAS, Curry County has a Compensation Board pursuant to ORS 204.112 to ORS 204.126;
and

WHEREAS, Order No. 13794 forming a new Curry County Compensation Board states, among
other things, that the positions on the Board are to begin on January 1, 2013 and initial terms will be for
one, two and three years to ensure staggering. Thereafter, terms for each position shall be for three
years; and

WHEREAS, Order No. 20168, dated May 6, 2015 appointed Kathleen Bunten and Terry Hanscam,
positions one (1) and two (2), to the Compensation Board with both terms to expire on January 1, 2018,
leaving two terms to expire at the same time; and

WHEREAS, a previous resignation from position one should have been filled at that time to fulfill
that term which would have expired January 1, 2017; and

WHEREAS, Kathleen Bunten has agreed to change her term of position one in Order No. 20168
to have a term of January 1, 2017 to December 31, 2019; and

NOW, THEREFORE, IT IS HEREBY ORDERED THAT Kathleen Bunten is appointed to Position One
(1) of the Curry County Compensation Board with said term to expire December 31, 2019.

Board of Curry County Commissioners

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to Form:

John R. Hutt
Curry County Counsel

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

In the Matter of an Order
Forming a New Curry County
Compensation Board

)
)
)

ORDER NO. 13794

WHEREAS, ORS 204.112(1) provides that "Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management;" and

WHEREAS, ORS 204.112(2) states that "The county compensation board shall annually recommend a compensation schedule for the county elective officers mentioned in ORS 204.005;" and

WHEREAS, Curry County has had a long history of automatically having the lay members of the County Budget Committee serve as the Board appointed members of the County Compensation Board; and

WHEREAS, this practice of having lay members of the Budget Committee serve as appointed members of the County Compensation Board was most recently memorialized in a Board Resolution dated May 11, 2011; and

WHEREAS, the Board of Curry County Commissioners in open meeting on November 7, 2012, discussed whether it would be desirable for the County to continue to automatically have the lay members of the Budget Committee serve as appointed members of the County Compensation Board, and it concluded that it would not be a good idea to continue the practice; and

WHEREAS, the Board finds that the County Budget Committee and County Compensation Board have significantly different functions making it potentially difficult for lay members to serve in both capacities; and

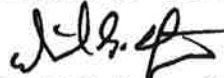
WHEREAS, it can be a significant burden on a lay volunteer to serve on both the County Budget Committee and the County Compensation Board;

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

- 1) The current Curry County practice of having lay members of the County Budget Committee automatically serve as appointed members of the County Compensation Board as memorialized in a Board Resolution dated May 11, 2011, shall be discontinued effective December 31, 2012. The above-referenced Resolution is repealed.
- 2) The current County Compensation Board consisting of lay members of the Budget Committee is disbanded effective December 31, 2012.
- 3) A new County Compensation Board shall be formed. It shall consist of three members who are knowledgeable in personnel and compensation management, in accordance with ORS 204.112(1). Terms shall begin on January 1, 2013, and the initial terms shall be for one, two and three years to ensure staggering. Thereafter, terms shall be for three years.
- 4) The Board shall announce vacancies with the County Compensation Board the date of this order. The initial appointments shall be made on or before December 31, 2012.

DATED this 20th day of November, 2012.

BOARD OF CURRY COUNTY COMMISSIONERS



David G. Itzen, Chair

Absent

Bill Waddle, Vice Chair



George Rhodes, Commissioner

Approved as to Form:



M. Gerard Herbage
Curry County Legal Counsel

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

In the Matter of an Appointment)
To the Curry County Compensation)
Board)
ORDER NO. 20168

WHEREAS, Curry County has a Compensation Board pursuant to ORS 204.112 to ORS 204.126;
and

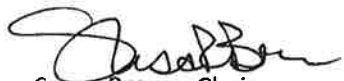
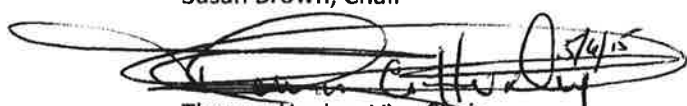

WHEREAS, there are a vacancies on said Compensation Board, and the Board of Curry County
Commissioners has publicly asked for interested persons to apply for the positions; and

WHEREAS, Terry Hanscam and Kathleen Bunten are duly qualified to serve on the Compensation
Board, and have has asked to be appointed to said Board;

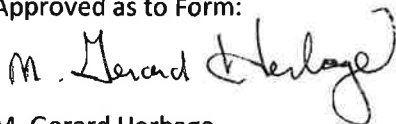
NOW, THEREFORE, IT IS HEREBY ORDERED that Terry Hanscam and Kathleen Bunten are
appointed to the Curry County Compensation Board, with said terms to expire on January 1, 2018.

DATED this 6th day of May, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS


Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:



M. Gerard Herbage
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**AGENDA ITEM TITLE:** 2016-17 Budget Appropriations Transfer**AGENDA DATE^a:** 04/05/2017 **DEPARTMENT:** Finance **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:** Louise **PHONE/EXT:** 3232 **TODAY'S DATE:** 03/28/2017**BRIEF BACKGROUND OR NOTE^b:** Establish budget for new grant in 16-17 budget^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) New grant appropriation
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:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Budget Adjustment

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

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

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES)
IN THE **2016-2017 FISCAL YEAR BUDGET**) **RESOLUTION**

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 2016-2017 fiscal year budget: and,

WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

BE IT RESOLVED that the 2016-2017 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, 2017.

Dated this _____ day of April, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice Chair

Court Boice, Commissioner

Approved as to form:

John Huttl
Curry County Counsel

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department:		PARKS		BUDGET	
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget	
			+ = increase - = decrease		
Revenue					
-311.10-000-00				-	
2.50-412.31-331.10-000-13	VOCA-OT-2016 One Time 16.575	-	31,800	31,800	
-399.01-000-00	Assigned Fund Balance			-	
-399.03-000-00	Restricted Fund Balance			-	
Total Resources		-	31,800	31,800	
Personal Services					
-490.00-110-00	Sal-Regular	-	-	-	
2.50-412.31-490.00-120-13	Sal-Irregular		4,554	4,554	
-490.00-130-00	Sal-Overtime			-	
-490.00-213-00	Ben-Health Ins	-	-	-	
-490.00-214-00	Ben-Life Ins	-	-	-	
2.50-412.31-490.00-220-13	Ben- FICA 7.65%	-	348	348	
-490.00-230-00	PERS-County	-	-	-	
-490.00-235-00	PERS-Employee	-	-	-	
2.50-412.31-490.00-260-13	Ben-Workers Comp	-	8	8	
2.50-412.31-490.00-290-13	Ben-OR W/Comp Assessment	-	8	8	
Total Personal Services -		-	4,918	4,918	
Materials & Services					
2.50-412.31-490.00-310-13	Pro Services-Training & Ed		2,820	2,820	
2.50-412.31-490.00-345-13	Other Services-Emergency		6,000	6,000	
2.50-412.31-490.00-416-13	Util-Cellular Telephone		725	725	
2.50-412.31-490.00-580-13	Travel-Meals & Lodging		6,410	6,410	
2.50-412.31-490.00-583-13	Travel-Mileage Allowance		3,020	3,020	
2.50-412.31-490.00-600-13	Supplies-Office		3,917	3,917	
2.50-412.31-490.00-610-13	Supplies-Non-Capital		2,650	2,650	
2.50-412.31-490.00-615-13	Other Supplies-Comfort Kits		1,340	1,340	
-490.00-				-	
-490.00-				-	
-490.00-				-	
Total Materials & Services		-	26,882	26,882	
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		-	31,800	31,800	
Total Change should = 0 >>					
Note: Total change should = 0, or Total Revenue change should match Total Expense change.					
Prepared By		Louise Kallstrom			
Elected Official		Date 3/28/2017			
or Department Head		Date 3/28/17			
Approved By		Date 3/28/17			
Liasion Commissioner		Supp # 6			

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Amended agreement with ODOT**AGENDA DATE^a:** 4.5.17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 3min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 3.29.17**BRIEF BACKGROUND OR NOTE^b:** Amendment changes from funding for 2015-2017 biennium to four additional years through 2021 at a not to exceed amount of \$35,000 per year.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1) Amended 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: Darrin Neavoll

☒ Send Printed Copy to:

Address: 3500 NW Stewart Parkway

☐ Email a Digital Copy to:

City/State/Zip: Roseburg, OR 97470

☐ Other

Phone: 541-957-3683

Due date to send: / /

Email: Darrin.l.neavoll@odot.state.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:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Amends IGA with ODOT for payment of juvenile work crews**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**AMENDMENT NUMBER 01
CURRY COUNTY JUVENILE WORK PROGRAM
Curry County**

This is Amendment No. 01 to the Agreement 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 designated officials, hereinafter referred to as "Agency," entered into on June 8, 2015.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend time and increase cost.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:**

1. Under such authority, State wishes to retain the services of Agency, to provide youth labor work crews for highway-related work in and around Curry County, hereinafter referred to as "Services." Payment for said services shall not exceed a maximum amount of \$70,000 in state funds; \$35,000 per state fiscal year (2015-2016 and 2016-2017).

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State wishes to retain the services of Agency, to provide youth labor work crews for highway-related work in and around Curry County, hereinafter referred to as "Services." Payment for said services shall not exceed a maximum amount of \$210,000 in state funds; \$35,000 per state fiscal year (2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021).

b. **TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:**

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2017, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Shall be deleted in its entirety and replaced with the following:

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on June 30, 2021, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

c. AGENCY OBLIGATIONS, Paragraph 9, Page 3, which reads:

9. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Services performed under this Agreement, directly to State's Transportation Maintenance Manager for review and approval. Such invoices shall be in a form identifying the work performed, and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed and shall reference the Work Order Authorization number. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Under no conditions shall State's obligations exceed \$70,000, including all expenses during the term of this Agreement. Invoices shall be submitted to Oregon Department of Transportation, Transportation Maintenance Manager, 1219 Arizona, Port Orford, OR 97465.

Shall be deleted in its entirety and replaced with the following:

9. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Services performed under this Agreement, directly to State's Transportation Maintenance Manager for review and approval. Such invoices shall be in a form identifying the work performed, and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed and shall reference the Work Order Authorization number. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Under no conditions shall State's obligations exceed \$210,000, including all expenses during the term of this Agreement. Invoices shall be submitted to Oregon Department of Transportation, Transportation Maintenance Manager, 1219 Arizona, Port Orford, OR 97465.

d. STATE OBLIGATIONS, Paragraph 1, Page 4, which reads:

1. In consideration for the Services performed under this Agreement, State agrees to pay Agency within forty-five (45) days of receipt and approval by State of monthly Project invoices. State agrees to pay Agency a maximum amount of \$35,000, per fiscal year, for a total of \$70,000 during the term of this Agreement. Said maximum amount shall include reimbursement for all expenses.

Shall be deleted in its entirety and replaced with the following:

1. In consideration for the Services performed under this Agreement, State agrees to pay Agency within forty-five (45) days of receipt and approval by State of monthly Project invoices. State agrees to pay Agency a maximum amount of \$35,000, per fiscal year, for a total of \$210,000 during the term of this Agreement. Said maximum amount shall include reimbursement for all expenses.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken

together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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.

SIGANTRUE PAGE TO FOLLOW

CURRY COUNTY, by and through its
Designated Officials

By _____
Chair
Date _____

By _____
Commissioner
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY (If required in
Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Jay Trost
Director Juvenile Department
94235 Moore Street, Suite 231
Gold Beach, OR 97444
541-247-3235
trostj@curry.or.us

State Contact:

Darrin Neavoll
District 7 Manager
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3683
Darrin.l.neavoll@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 3 Manager
Date _____

APPROVAL RECOMMENDED

By _____
District 7 Manager
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By____ Bonnie Heitsch_____
Assistant Attorney General
Date:____3/13/17 via email_____

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Personnel - add Fly-U-Home Program to AirMedCare Agreement**AGENDA DATE^a:** 4/5/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 2 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 3/29/17**BRIEF BACKGROUND OR NOTE^b:** We currently have an agreement with AirMedCare (Cal-Ore Ambulance) for employee membership. This agreement adds the Fly-U-Home program to the existing agreement. Signature authority to the Chair and initial at the bottom of each page.^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) All employees are eligible to participate
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 Return original to Julie Swift

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Amends current contract adding features.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Plan Code: 12471

AMCN Fly-U-Home Full Membership Agreement – Direct Pay

Organization: Curry County Employees
Address: 94235 Moore St Suite 124
Gold Beach, OR 97444
Contact: Julie Swift
Phone: 541-247-3233
Email: swiftj@co.curry.or.us
County: Curry

MAR 24 2017

Membership Sales Manager/ Base: Jennifer Hart / REACH

Participants:

1. The Organization agrees to pay AirMedCare Network the fees shown below so that individuals (Participants) listed on the attached Participant List become members of AMCN Fly-U-Home, which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - o Each Participant must submit a completed AMCN Fly-U-Home membership application to AirMedCare Network.
2. The Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.

Fees and Payment:

No. of Participants		Annual Rate	Total
	Participant(s)	\$ 134.00	\$ -
	<u>Combo AMCN/FUH</u>		
<u>1</u>	Participant(s)	\$ 149.00	\$ 149.00
	<u>FUH Only</u>		
		Total Amount:	\$ 149.00

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AMCN Fly-U-Home services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement, and all memberships hereunder, will expire without notice one year after the date it is signed by AirMedCare Network or after any renewal date (as applicable), unless it is renewed for an additional one year term on or before such will automatically renew on its anniversary expiration date, if (a) no termination notice has been sent by either party and (b) by payment for the renewal period being received by AirMedCare Network before the expiration date; provided, however, either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party. Termination will not affect issued memberships. No refunds.





Terms and Conditions:

AirMedCare Network* Fly-U-Home U.S. Domestic Membership – Terms and Conditions

1. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** If (1) an AirMedCare Network Fly-U-Home member is admitted to a hospital in the Contiguous 48 States that is more than 150 miles from the member's residence and (2) it is determined by the member's physician and AirMed's medical director that the member's medical condition is stable enough to allow air transport but that *medical escort is required*, then, at the member's request, AirMed will provide the member with private air medical transport or, if appropriate, commercial airline transport with medical escort. Transport will be provided on a bedside-to-bedside basis to a hospital of the member's choice that has accepted the member as a patient and is within the locality of the member's residence, subject to the membership terms and conditions. Decisions regarding urgency of transport, the best timing and the most suitable means of transport will be made by AirMed after consultation with the local attending physician and the member's receiving physician. AirMed will make all arrangements for each air medical transport. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own. AirMedCare Network Fly-U-Home membership does not cover emergent patient transports.

Travel companions and baggage will be accommodated at no additional cost on AirMed transports, subject to safety and space constraints, but companions will be responsible for their own airfare on scheduled commercial aircraft.

2. **Transport of Mortal Remains.** If a member dies within the Contiguous 48 States while traveling more than 150 miles from the member's residence, at the request of the member's family, AirMed will arrange for the return of the member's mortal remains to a funeral facility in the city of the member's residence within the Contiguous 48 States.
3. **Member Eligibility.** A member must be a natural person who resides in the Contiguous 48 States, meaning the United States of America, excluding the states of Alaska and Hawaii, and excluding all territories and possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.
4. **Qualifications, Limitations and Exclusions.** Membership is subject to the following qualifications, limitations and exclusions:
 - (a) **Ineligible and Excluded Transports.** A member who is hospitalized at the time of enrollment, or who was hospitalized within 30 days prior to enrollment for the same or related condition, will not be eligible for transport benefits related to that hospitalization. A member being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant.
 - (b) **Maximum Number of Transports.** Membership covers up to two separate transports per year per membership (in total for all members covered under one membership); however, if multiple members who are covered under one membership require simultaneous transport, then each such member will be limited to that one transport.





- (c) Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership and will be the responsibility of the member. Membership benefits do not include helicopter transportation.
- (d) High Risk / Safety Medical Restrictions. In conjunction with FAA, U.S. State Department and other regulatory standards, and AirMed safety standards, a member will not be entitled to air medical transport if the member's illness or injury is a result of or is contributed to by the following: (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.
- (e) Non-Refundable, Non-Transferable. Memberships are non-refundable and non-transferable.

* AirMedCare Network® is a registered service mark of Air Medical Group Holdings, Inc. All AMCN Fly-U-HomeSM membership benefits and services are offered and provided by AirMed International LLC, an FAA Part 135 operator, and EagleMed LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings, Inc.

MAR 24 2017





Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Keith Hovey

Printed Name

Vice President

Title

Membership

Division

Date



CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Personnel Actions done by Appointing Authorities**AGENDA DATE^a:** 4/5/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 3 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 Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 3/29/17**BRIEF BACKGROUND OR NOTE^b:** Presentation to the Board per Personnel Rules change April 2016^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Exhibit A

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Per Personnel Rules new hiring is reported to Board**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Exhibit A

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 01-31-17

Employee's Name:

Jaired Freeman

Recommending
Official

Sheriff John Ward

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 03-01-17

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM
(use for changes)

Dept	Range	Step	Base Pay	Per
				Month

TO
(use for new hires & changes)

Dept	Range	Step	Base Pay	Per
Sheriff's Office	Patrol	S-2	F	4653
				Month

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

Fund	Dept	Division	Object	%
Sum of percentages must equal				100%

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

New hire Certified Deputy, worked for Josephine County Sheriff's Office 5 1/2 years and then with Brookings Police Department for 4 years 9 months. Has about 10 years experience in law enforcement with Intermediate Certificate

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date:

Date:

Date:

Date:



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 02-13-17

Employee's Name:

Kristine Phillips

Recommending
Official

Sheriff John Ward

Action to be Taken:
(check all that apply)

☒ New Hire

☐ Promotion

☐ Payroll Allocation Change *

☐ Rehire

☐ Change in Pay

☐ Leave of Absence (explain below)

☐ Transfer

☐ Other:

☒ Job Description
Attached

Start/Effective Date: 03-02-17

☐ Temporary (less than 180 days) requires end date

End Date:

☐ Seasonal (less than 90 days) requires end date

OR ☐ Continuing

FROM

(use for changes)

Dept

Range

Step

Base Pay

Per

					Month	
--	--	--	--	--	-------	--

TO

(use for new hires & changes)

Dept

Range

Step

Base Pay

Per

Curry County Sheriff	Corrections	S-7	B	3,420	Month	
----------------------	-------------	-----	---	-------	-------	--

☐ Certification (list):

*Allocation Change:

☐ No Change

Explanation:

Fund	Dept	Division	Object	%
Sum of percentages must equal				100%

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

Has six years experience all in Corrections state of Idaho.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Department

Head/Elected Official:

Employee:

Human Resources:

Date: 2-13-17

Date: 2-13-17

Date:

Date: 3/8/17

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Appointments to the Curry County Planning Commission**AGENDA DATE^a:** 04.05.2017 **DEPARTMENT:** Community Development **TIME****NEEDED:** 10 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 02.10.2017**BRIEF BACKGROUND OR NOTE^b:** Planning Commission appointments.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)staff report

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name: Carolyn Johnson

☒ Send Printed Copy to:

Address:

☒ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone: 3228

Due date to send: 04 /06 / 2017

Email: johnsonc@co.curry.or.us

^{*}Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Planning Commissioner Appointments**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



BOARD OF COMMISSIONERS AGENDA REPORT

Meeting Date: April 5, 2017

Prepared by: Carolyn Johnson, Community Development Director

Subject: Appointments to the Curry County Planning Commission

Recommendation: Consider applications for re-appointments of Mr. John Brazil and Ms. Diana St. Marie.

Summary: Planning Commissioners John Brazil and Diana St. Marie seek re-appointment to the Planning Commission. Their current terms will conclude on April 1, 2017.

The Planning Commission openings have been advertised since around March 1 on the County website. Mr. John Brazil and Ms. Diana St. Marie represent the south and central portions of the County respectively. Each of them has participated in a variety of development application reviews over the tenure of their service. Most recently, in the last year, their Planning Commission review has been focused on amendments to the Curry County Zoning Ordinance. Each is willing and well qualified to serve another four year term.

The order appointing each applicant as a Planning Commissioner is attached.

Fiscal Impact: There would be no potential fiscal impact on the County budget.

Attachment List:

- 1: Board Order
- 2: Mr. John Brazil and Ms. St. Marie applications.

ATTACHMENT 1

Curry County Board of Commissioners)
Order in and for the County)
Of Curry, Oregon, and a Planning Commission)
Reappointment each to Mr. John Brazil)
And Ms. Diana St. Marie with each term)
Expiring April 5, 2021.)

ORDER _____

WHEREAS, Mr. John Brazil and Ms. Diana St. Marie each had Planning Commission terms that expired April 1, 2017; they have served on the Planning Commission for many years, have re-applied for Planning Commission positions and expressed a willingness to continue to serve the south and central sections of the County respectively; and,

NOW, THEREFORE, IT IS HEREBY ORDERED that:

- 1) Mr. John Brazil is reappointed to a south Curry County Planning Commission position with his term expiring April 1, 2021.
- 2) Ms. Diana St. Marie is reappointed to a central Curry County Planning Commission position with her term expiring April 1, 2021.

DATED this 5th day of April, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Approved as to Form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

Attachment 2
Planning Commission applications



**APPLICATION FOR APPOINTMENT TO BOARD,
COMMISSION, COUNCIL, OR COMMITTEE**

NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Curry County Planning Commission

Are you applying for reappointment? ☒ Yes ☐ No

Today's Date: 1/31/2017

YOUR CONTACT INFORMATION:

Name: John J. Brazil

INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Life and safety

community participation

enjoying life.

Area of expertise (Brief description):

Knowledge of area 15 years, managerial skills, Life and safety knowledge,

Engineering back ground 30 years and 10 years as a program manager

Fire Chief for the last 8 years

Has previously served on the Curry County Planning Commission for more than 6 years.

Why do you want to serve?

Support Curry County going forward

Previous service in this appointed position or a similar position:
Yes

Other volunteer activities

Chief Harbor Rural Fire Protection District

Member of Curry County Local Public Safety Coordinating Council

Member of Curry County Solid Waste and Recycling Committee.

Member of Harbor Rural Fire Protection District Board

BACKGROUND AND LOGISTICS:

Does your schedule allow you to attend daytime meetings? ☒ Yes ☐ No

Does your schedule allow you to attend evening meetings? ☒ Yes ☐ No

Does your schedule limit the days you could attend meetings? ☐ Yes ☒ No

If yes, please explain:

Have you ever been convicted of a crime? ☐ Yes ☒ No

If yes, please explain:

If you do not wish to have any specific information in this form given out to the general public, please provide written justification below. We will do our best to honor your request within the constraints of the applicable public records law.

Justification:

Additional Comments:

RETURN COMPLETED FORM

VIA EMAIL:

BOC_Office@co.curry.or.us

VIA US MAIL:

Curry County Board of Commissioners

PO Box 746

Gold Beach OR 9744

VIA FAX:

(541) 247-2718

For questions, please contact Curry County Board of Commissioners at
BOC_Office@co.curry.or.us or 541-247-3296.



APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COUNCIL, OR COMMITTEE

NAME OF BOARD, COMMISSION, COUNCIL, OR COMMITTEE:

Curry County Planning Commission

Are you applying for reappointment? ☒ Yes ☐ No

Today's Date:

YOUR CONTACT INFORMATION:

Name: Diana St. Marie

INTEREST AND EXPERIENCE:

Areas of interest (Summarize in 3-5 bullets):

Appropriate land use; water quality; soil stability

Area of expertise (Brief description):

Technical engineer with U.S. Forest Service; responsible for: transportation planning; survey, design, construction of roads, bridges and major culverts; cadastral engineering, geology and geotechnical engineering; fleet and heavy equipment management. First 20 years primarily related to timber harvest, second 20 years primarily related to watershed restoration.

Why do you want to serve?

I have lived in Curry County more than 60 years and am interested in seeing balance between growth and resource protection.

Previous service in this appointed position or a similar position:
I have served three terms in this position (12yrs.)

Other volunteer activities

Most recent: Curry County Master Gardener Assoc.

BACKGROUND AND LOGISTICS:

Does your schedule allow you to attend daytime meetings? ☒ Yes ☐ No

Does your schedule allow you to attend evening meetings? ☒ Yes ☐ No

Does your schedule limit the days you could attend meetings? ☒ Yes ☐ No

If yes, please explain: I am co-owner of KGBR radio station. I am committed during the daytime at the end/beginning of each month.

Have you ever been convicted of a crime? ☐ Yes ☒ No

If yes, please explain:

If you do not wish to have any specific information in this form given out to the general public, please provide written justification below. We will do our best to honor your request within the constraints of the applicable public records law.

Justification:

Additional Comments:

RETURN COMPLETED FORM

VIA EMAIL:

BOC_Office@co.curry.or.us

VIA US MAIL:

Curry County Board of Commissioners
PO Box 746
Gold Beach OR 9744

VIA FAX:

(541) 247-2718

For questions, please contact Curry County Board of Commissioners at
BOC_Office@co.curry.or.us or 541-247-3296.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Amendment to IGA for SW7**AGENDA DATE^a:** 04/05/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 5 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Sheriff Ward **PHONE/EXT:** 3221 **TODAY'S DATE:** 03/28/2017**BRIEF BACKGROUND OR NOTE^b:** Amendment to IGA for the 7-County radio system agreement. The amendment acknowledges agreement to transfer executorship of the Southwest Seven (SW7) Consortium from Lane County to Linn County. Signature authority to the Chair..^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)SW7EstablishedIGA-A1_1-27-2016 - Amendment One to the Amended and Restated IGA

(2)20961_A0_2010Amended-RestatedSW7 - Copy of Amended and Restated IGA dated April 8, 2010

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 Return signed documents to Sheriff Ward

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes** ☒ **No** ☐

(If Yes, brief detail) Amends IGA as described.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley **Yes** ☐ **No** ☐Commissioner Sue Gold **Yes** ☒ **No** ☐Commissioner Court Boice **Yes** ☐ **No** ☐Not applicable to Sheriff's Department since they do not have a liaison ☒

AMENDMENT ONE

**TO THE AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A 7-COUNTY REGIONAL INTEROPERABLE RADIO SYSTEM**

Benton, Coos, Curry, Douglas, Josephine, Lane, and Linn Counties (the "Members"), entered into an amended and restated intergovernmental agreement for a 7-county regional interoperable radio system on April 8, 2010 (the "Agreement"). The Agreement provides for the establishment, administration, and operation of the radio system.

The Members now have determined that the Agreement named above shall be amended to designate Linn County as the Executive Authority under the Agreement, effective _____, as provided in this Amendment. Except as expressly provided below, all other terms and conditions of the Agreement shall remain in full force and effect.

SCOPE OF AMENDMENT. The Agreement is amended as follows:

Page 2. Add the following sentence to the last recital, following the words ". . . such activities.":

Linn County will serve as the Executive Authority as of the Effective Date of Amendment 1 to this Agreement.

Page 2. Add the following subsection following subsection A.2.:

3. Master Site. The master site includes the equipment for controlling the radio communications network and optimizing performance was purchased through a 2006 federal grant award and is collectively owned by the Members. The Master Site equipment is currently housed at the Central Lane Communications Center, a division of the City of Eugene Police Department, at 1735 W. 2nd Ave., Eugene, Oregon. The City of Eugene provides Master Site administration services and is reimbursed for the cost of those services based upon invoices submitted to the fiscal agent.

Page 7. Add the following sentence to section E.1.:

Linn County, acting through its Sheriff's Office, will serve as the Executive Authority as of the Effective Date of Amendment 1 to this Agreement. Lane County will continue to act as fiscal agent as described in Section E.3. of this Agreement.

Page 8. Revise the first sentence of Section E.3. to read:

The fiscal agent for the Committee shall:

Page 8. Add the following sub-subsections to Section E.3.:

- e. On not less than a monthly basis, submit a list of accounts payable and of amounts due to Lane County to the Executive Authority for approval, along with such supporting documentation as the Executive Authority may reasonably request.
- f. Promptly make payment or allocate funds by journal entry for all amounts due and approved by the Executive Authority.
- g. Administer contracts with third parties.
- h. Maintain records of approvals and payments.

Page 11. Add the following subsection following subsection H.3.:

- 4. System Management and Administration.
 - a. The City of Eugene provides System Administration services for the Master Site and is reimbursed for the cost of those services based upon invoices submitted to the fiscal agent and approved by the Executive Authority.
 - b. Lane County provides System Manager services for operation of the system and is reimbursed for the cost of those services based upon invoices submitted to the fiscal agent and approved by the Executive Authority.

EFFECTIVE DATE. This Amendment is effective as of the date last signed below.

MULTIPLE COUNTERPARTS. This Amendment may be executed in several counterparts, all of which when taken together with the Agreement named above will constitute a single agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed will constitute an original.

IN WITNESS WHEREOF, the parties below have signed this Amendment:

FOR BENTON COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

FOR COOS COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

FOR CURRY COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

FOR DOUGLAS COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

FOR JOSEPHINE COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

FOR LANE COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

FOR LINN COUNTY, by and through its designated official(s):

By: _____ Date: _____

Title: _____

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A 7-COUNTY REGIONAL INTEROPERABLE RADIO SYSTEM
April 8, 2010

Between and Among

Benton, Coos, Curry, Douglas, Josephine, Lane and Linn Counties, all governments subject to the provisions of Oregon law.

RECITALS

WHEREAS, ORS 190.010 provides that units of government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform;

WHEREAS the parties to this agreement have certain radio facilities and communications needs, and the opportunity to pool those resources and needs will inure to the benefit of all the parties, and agree that this opportunity can be best realized through joint action;

WHEREAS the parties understand that there is strategic value in joint planning and coordination for public safety communications systems now, and in the future;

WHEREAS the parties agree that joint development of the radio infrastructure and planning for public safety communications will increase interoperability among Counties;

WHEREAS the parties previously executed an Intergovernmental Agreement in 2006 ("initial IGA") to establish a Regional Interoperable Radio System ("the System") for public safety telecommunications purposes, where such a System will be used by the original participating agencies (Benton, Coos, Curry, Douglas, Josephine, Lane and Linn Counties) and additional future agencies to communicate between their own locations and with each other;

WHEREAS the parties are now Owners of the System and Members of the Committee;

WHEREAS, the parties wish to amend and restate the initial IGA through this Amended and Restated Intergovernmental Agreement ("Agreement");

WHEREAS the parties to this Agreement expect that over time the particular components of the System may change as needs and capacities of the technology and the Members change;

The Members who are signatories to this Agreement have established and now jointly own the System and agree to the terms and conditions necessary to manage and

operate such a System, including the need to have one Member serve as the Executive Authority;

WHEREAS Lane County is the Member most qualified to assume the responsibilities of the initial Executive Authority, this Agreement serves as an agreement by each Member to allow Lane County to serve as the Executive Authority and to provide such services and perform such responsibilities as herein set forth, and an agreement by Lane County to undertake such activities.

Now therefore the parties agree as follows:

A. The System

1. The System shall initially consist of: (1) a high capacity digital microwave radio backbone being established throughout the seven Counties by the Executive Authority, which interconnects radio transmit sites throughout the 7-Counties to each other, to the Oregon Wireless Interoperability Network (OWIN) developed by the State of Oregon and to the master switch site located at the Central Lane Communications Center in Eugene; and (2) a shared VHF radio repeater system known as VCALL, which allow the users from each county to transmit and receive signals via a shared "VCALL" VHF radio channel throughout the 7-County area, and consists of radios on eight sites throughout the 7 Counties, a "prime site" at the Blanton Heights Radio Site in Lane County, and radios in dispatch centers within the 7-Counties; and (3) a shared, APCO Project 25 Master Switch located in the Eugene/Springfield Metropolitan area. This switch would allow radio systems to migrate into a trunked, digital communications platform, providing wide-area multi-county operation. The System is defined as composed of these shared radio assets and microwave systems developed by the 7-County Regional Interoperable Radio System Members to carry voice and data traffic, as well as any future equipment or systems which the 7-Counties may acquire. The System shall also serve as the 7-County access point to the State of Oregon's state-wide OWIN communications system. A description of the System as of the date of this Agreement is set forth on Exhibit 1, attached hereto.
2. The System will be developed through the voluntary contributions of land (or access thereto) and equipment owned by Members, as well as through joint development efforts. It is a principle of the System that Members will be credited for their contributions of land (or access thereto), equipment and services. Credits will not be given for jointly developed and owned portions of the system, except as specifically agreed to in advance. It is not necessary or expected that all Members make a contribution of land (or access thereto), equipment or services to be a Member or to use the System. No Member may be compelled to make a contribution or to make resources or sites available to the System, notwithstanding access by Members or their representatives with the respective County's permission for the purpose of site surveys and technical assessment in support of the System.

B. Membership/Ownership

1. Benton, Coos, Curry, Douglas, Josephine, Lane and Linn Counties shall be the original Members of the 7-County Regional Interoperable Radio System Advisory Committee (the "Committee"). Each Member shall be entitled to the same voting rights and general membership rights and responsibilities as every other Member. The original Members are the owners of the System, each owning an equal share of the System.
2. Other units of government may subscribe to the System for communications services. Subscribers shall not have ownership or voting rights in the System, and shall sign a separate contract for services.
3. Additional units of government may become Members of the Committee when that government's request for membership is received by the Committee and approved by a two-thirds vote of the then current membership. Upon approval and execution of a counterpart copy of the then current version of this agreement, such Member shall have the same general membership rights and responsibilities as every other Member. The addition of new members shall be according to terms and conditions negotiated by the Members and the entity seeking membership. Each request for membership shall be evaluated on a case-by-case basis. New members must generally be an Oregon public agency such as the State or a County having a public safety function, possess assets or resources beneficial to the System and be willing to fully participate in and support the interoperable System.
4. Members may use the System as a benefit of membership. Use of the System is defined as connecting one or more demarcation points to the Member's local system or equipment outside the System, and thereafter sending communications along some part of the System. Annually, a Member may nominate one or more agencies within its jurisdiction who will connect subscriber units to the System and receive the Member's preferred rate. The criteria or basis for such nomination of an entity by a Member is within the sole discretion of that Member. For those agencies connecting subscriber units to the System who are not nominated by a Member, they will be considered as Subscribers and pay a non-Member subscriber rate that shall be established. The Committee may also establish new rates for new services or access to the System. Agreements with non Member subscribers will contain provisions granting Members priority system usage if capacity is exceeded. Nothing in this agreement is intended to restrict use of the system by other agencies as appropriate pursuant to any mutual aid, and/or State and Federal interoperability agreements.
5. Obligations of Membership. In addition to the specific rights and obligations discussed elsewhere in this Agreement, while a Member, each Member shall:

- a. Designate a representative on the Committee. Unless otherwise designated by the Board of County Commissioners, the Sheriff shall be the designee. In case of a vacancy, the Member shall designate a replacement representative within thirty (30) days of the vacancy occurring. A Member may designate one or more persons as alternates, to represent the Member in the absence of the regular designated representative. All such designations shall be communicated in writing to the Executive Authority of the System.
 - b. Observe the established provisioning schedules for any equipment or facilities connected to the System.
6. Privileges of Membership. In addition to the specific rights and privileges discussed elsewhere in this Agreement, while a Member, each Member may:
 - a. Use the System for any lawful communication purposes consistent with the design and operation of the System;
 - b. At the Member's sole discretion, nominate agencies within its boundaries who will receive System services through the Member and receive the member rate for services; and however, these nominated agencies will not have voting rights or ownership.
 - c. If approved by the Committee, receive compensation for services and equipment provided to facilitate the operation of the System which may, at the Member's election, be provided in the form of a mutually agreeable discount in rates charged the Member or be received through the payment of one or more invoices sent to other Members, where those invoices reflect costs previously agreed to by the invoiced Member(s), or by a combination of discounts and invoices;
 - d. The above is not intended to require Members to pay an external vendor, nor to prevent or preclude Members from fulfilling these obligations through internal or organic resources which they are otherwise committed to sustain;
 - e. Exercise the rights of Membership on the Committee.
7. Termination.
 - a. Any Member may terminate its participation in the System upon written notice of withdrawal to the other Members given by January 31st with the termination date effective at the end of the fiscal year, June 30th. The Members may agree to another effective date or waive the notice requirement by two-thirds vote. As part of termination, the parties shall negotiate the terms of how the withdrawing Member will use its best

efforts to provide to the System or allow the continuing use by the System of any land (or access thereto), equipment or network provided by the withdrawing Member to support the operation of the System and to facilitate System traffic over any portion of the withdrawing Member's system that had been designated to System purposes, or a reasonable alternative, upon such reasonable terms and conditions as the withdrawing Member shall require, at non-discriminatory rates. The withdrawing Member shall not unreasonably refuse to agree on terms for the continuing use or access to sites. The remaining Members and withdrawing Member shall also negotiate such terms and conditions, if any, for compensation of the value of System Assets or other consideration. Upon withdrawal, the withdrawing Member shall no longer be responsible for any costs that might thereafter be incurred by or for the remaining Members. The withdrawing Member shall remain responsible for any costs previously incurred to the extent permitted by law.

- b. Failure to abide by the terms and conditions of this agreement may result in termination of Membership as provided under Default.
- c. Upon vote of not less than two thirds of the members, this Agreement may be terminated. Following such vote the Members shall agree on an Asset Distribution Plan which shall be approved by not less than two thirds of the Members.

C. Governance

The purpose of this Agreement is not to create a separate intergovernmental entity, rather to establish a joint effort by separate governmental entities. To the extent permitted by law, each Member shall assume its proportional share of liability (based on the potential number of total votes) for the decisions and actions of the Committee, and for decisions and actions taken on behalf of the Committee by the Executive Authority, or as otherwise required or authorized by this Agreement.

- 1. The Organizational structure and provisions concerning operation of the System are provided for in this agreement, which sets forth general principles concerning structure, purpose, operations and similar matters.
- 2. The Committee shall adopt protocols and develop appropriate documents which shall describe with particularity, including but not limited to, the configuration of the network, data management, system security, creation and activation of user accounts, site security, and services to support the operation of the System; and set forth the formula for the calculation of rates for services. The Member users of the Master Switch will develop protocols and rate setting methodology for approval by the Committee.

3. Operational management and provisioning of the network will be supervised by the Committee, and coordinated and managed by the Executive Authority. The Committee may request that such other agency departments or entities designate representatives to assist the Committee. Such representatives shall be non-voting Members of the Committee, not considered for purposes of a quorum. The Committee is authorized to approve policy and operating agreements prior to adoption by the Executive Authority.
 4. The operational responsibility of the Committee includes, but is not limited to: policymaking guiding the provisioning the System; development of necessary documents; development of work plans; establishment of a Financial Plan, subscriber rates and other fees and charges and the allocation of expenditures and revenues among the Members as appropriate; and all other activities necessary or convenient to the efficient operation of the System.
 5. The parties may reach separate agreements relating to matters covered by this Agreement. Any separate agreement shall specify which parties are covered if less than all parties, current and future, are intended to be covered. Any separate agreements attached hereto as exhibits which were made prior to the execution of this Agreement are ratified effective on the original agreement date. Attached is Exhibit 2 (duties relating to purchase of Motorola equipment).
- D. The 7-County Regional Interoperable Radio System Advisory Committee
1. Each Member of the System shall be entitled to one vote on the Committee through its designated representative or alternate under Section B.5.
 2. Except as otherwise specified in this section, a quorum of the Committee shall be a majority of the voting membership. The Committee may issue a written quorum call to the Members to ensure sufficient Members are present. When less than all Members are present, there must be sufficient affirmative votes to pass a measure as if all Members had been present.
 3. The Committee may create permanent or temporary subcommittees to facilitate discussion and decision making. The subcommittees may report and recommend to the Committee.
 4. A committee meeting may be called at any time by the Chair, or by the call of any three Members of the Committee. The Committee shall meet not less than quarterly. Notice of the time and place of the meeting shall be sent by electronic mail or by regular mail (written notice) to the designated Member representative at least seven days in advance of the meeting.
 5. The Committee will strive for consensus on all issues. In the event that consensus cannot be reached, an affirmative vote of a majority of the Members shall constitute a binding decision, unless a different approving vote is specified.

6. At its first meeting of each calendar year, the Committee shall elect a Chair and Vice Chair of the Committee. The Chair shall preside over the Committee deliberations and have such other duties and responsibilities as the Committee shall from time to time determine. In the absence or disability of the Chair, the Vice Chair shall assume the duties of the Chair. The role of presiding shall not limit a Member's right to vote.
7. The Committee may from time to time authorize a Member to add or subtract resources to the System. Such actions shall be consistent with the provisioning plan then in effect. When any change to the resources of the System is implemented, the impact of such changes on rates shall be reflected in the System rate structure.
8. The Committee shall undertake the following:
 - Create and approve Operating Protocols for implementation by the Executive Authority or designee;
 - Provide for an audit as needed;
 - Create and approve annual objectives and work plans;
 - Create and approve a Planning Document for System replacements and upgrades with a timeline for implementation, which shall be reviewed and updated annually;
 - Create, approve and update a Financial Plan to implement Planning Documents and annual objectives and work plans;
 - Review contracts to be entered into by the Executive Authority;
 - Provide oversight and direction on System Operations;
 - Approve System Operation Policies;
 - Establish Committees and appoint Committee Members as needed;
 - Determine compensation for direct costs to be paid to the Executive Authority, if any, as part of the budget process;
 - Take other actions as necessary.
- E. Executive Authority's Responsibilities
 1. In addition to its responsibilities and privileges as a Member of the Committee, Lane County, acting by and through its Sheriff's Office agrees to serve as the Executive Authority and fiscal agent for the Committee, until its successor is elected and qualified.
 2. The Executive Authority for the Committee, shall
 - a. Prepare for review by the Committee and adopt the annual budget approved by the Committee as a part of the annual budget of the Executive Authority, subject to the discretion of the governing body of the Executive Authority;

- b. Prepare and provide the proposed budget to the Members along with an allocation of costs for each Member as provided in Section I, Budgeting, Rate Setting and Billing.
 - c. Take necessary steps in accordance with this Agreement to continue the operations of the System and require it to remain self supporting;
 - d. Implement System Operating Protocols;
 - e. Act in accordance with policy recommendations or statements, or decisions of the Committee, except if such action would create risks of violating a law or rule or breaching a contract."
 - f. If appropriate, enter into contracts for services to facilitate the operation and all aspects of the System and to assure fulfillment of its duties;
 - g. Resolve disputes referred to the Executive Authority by the Committee.
 - h. Provide notices as required by law and otherwise act as staff for the Committee
 - i. Coordinate system operations with OWIN or other entities;
3. As fiscal agent for the Committee, the Executive Authority shall:
- a. Invoice Members and Subscribers, collect and disburse funds as indicated in the Committee Budget and;
 - b. Credit the System accounts with monies received and expended;
 - c. Properly forward invoices to the third party funding source to the extent approved funds are maintained by that funding source; however, for funds available to each Member, such Member is responsible for requesting reimbursement and using funds only for allowable uses and expenses;
 - d. Provide the Committee with at least annual reports on the financial status of the System accounts.
4. The Executive Authority may resign as Executive Authority by providing the Committee with written notification of intent to resign at least 180 days in advance. In this event, the Committee shall choose a new Executive Authority.
5. Annually, at the first meeting of the calendar year, the Committee shall elect an Executive Authority. The current Executive Authority will continue until its successor is elected and qualified.

F. Provisioning

1. The essential component of the System is a uniform communications system, allowing the participants to share a system, providing for secure communication (facility, encryption) when necessary and shared access to information as appropriate. General operational and provisioning decisions for the System shall be made by the Committee; provided, however, that individual agencies or groups of agencies shall be responsible for provisioning beyond System Demarcation Points.
2. The System requires a single system of radio transmission, and a single system of microwave communication. The Committee will adopt, in writing, and may from time to time modify, a uniform system for provisioning the System, including technical standards for equipment security provisions, access provisions and the system's design (System Provisioning Plan).
3. The Committee shall develop and maintain as a part of the System Operations Plan a written description of the network including at least the following:
 - a. A written and/or graphic depiction of the System, including location of major equipment and transmission routes;
 - b. A written and/or graphic depiction of the System's demarcation points, clearly describing the System's boundaries;
 - c. A description of each non-System attachment to the System;
 - d. A description of ownership, maintenance agreements, contact information and other information necessary for maintenance, repair and security for each segment of the System;
 - e. Any other information deemed necessary and useful to the Committee.
4. The System Operations Plan shall include descriptions and the anticipated timing of additions to the System, changes in use of the System by Members and a Financial Plan to implement changes. Modifications to the System shall only be made after approval by the Committee and in compliance with the System Operations Plan then in effect. Inclusion of a specific modification in the approved System Provisioning Plan shall constitute Committee approval for the identified modification to be made in the manner and at the time specified in the System Provisioning Plan.
5. For purposes of this Agreement, the System Demarcation Points shall be defined as those points where voice and data traffic from one Member, or a group of Members less than all Members, is transferred to physical facilities which are

available to transport traffic of all Members. Except as otherwise designated in the System Provisioning Plan, System Demarcation points will be located within System equipment.

G. Resource Acquisition

1. Except as otherwise approved in advance by the Committee, the Executive Authority will act for the Committee in procuring/providing any necessary resources to develop and operate the System in addition to those System components allocated for System use by Members.
2. The Committee shall set standards for reliability and maintenance of System facilities. Such standards shall be in writing and may be modified from time to time by the Committee.
3. Parties providing resources to the System retain ownership of those assets.
4. The Executive Authority may propose projects which further improve, expand, enhance and support the System, including but not limited to, acquisition of real property for sites, for System assets, purchase of hardware, software, and equipment, and to achieve interface with OWIN or other entities.

A Member may propose improvements to the System by giving notice to the Committee, describing the proposed improvements; estimated costs; how the proposed improvement fits with the System, timing and implementation, and such other relevant factors in order for the Committee to make an informed decision. The Committee shall meet to discuss the proposal and determine that there is interest in pursuing this as a Committee project. If so, the Committee shall develop a scope of work, project agreement, and plan amendment if necessary, which will also consider timing and funding of the project. If the Committee determines it is not appropriate and necessary for the System, it may decline. Nothing herein shall prevent the proposing Member or other combination of Members, from making such improvements to their local systems, independently as described in the proposal, so long as they are solely responsible for the costs. Any improvements made shall not in any way interfere with or negatively impact the System.

5. The Members recognize and agree that one of the reasons to enter into this Agreement is to enhance the ability of the Members to obtain grant funding from federal and state sources. It is presumed that grants will be applied for by the Committee for regional use and benefit to reduce the requirements for local share or match to the greatest extent possible in an equitable manner. The Committee shall have first opportunity to apply for grant funding. Each Member agrees to inform the Committee of potential grant sources and thereupon the Committee shall determine if the group should pursue that source. If the Committee declines to pursue that source, then an individual Member may seek

those grant funds on its own and, if successful, may choose to apply the grant funds for the benefit of the group or to its local match or share if it is an allowable use of grant proceeds.

6. Any new agreement for services or equipment the expenditure for which is not included in the Budget and requires Member financial contribution must be approved by the Members.
- H. Operations and Maintenance
 1. The Executive Authority will operate the System under the guidance and general direction of the Committee.
 2. The Committee shall establish written service level standards including, but not limited to, the following:
 - a. Minimum equipment standards;
 - b. Reliability standards;
 - c. Repair and service reestablishment priorities;
 - d. Any necessary site access and equipment housing agreements and standards;
 - e. System security including, data security, physical security standards for equipment;
 - f. Disaster plans and agreements.
 3. The Executive Authority will act for the Committee in procuring and/or providing necessary maintenance services for the System in accordance with 1 and 2 above.
- I. Budgeting, Rate Setting and Billing:
 1. Budgeting. The Executive Authority will annually prepare and adopt a budget for system operations for the next fiscal year. A draft budget shall be prepared and distributed to the Committee by December 31st for consideration at the Committee's January meeting. Each Member shall be responsible to conduct its budget process to allow the full Committee to know whether all necessary Member appropriations have been made. Any proposed expenditure not included in the budget requires Member approval; those included in the budget need no further Member approval.
 2. Rate Setting and Revenue Collection.

- a. Annually, according to the budget process, the Executive Authority will estimate the costs of operation and maintenance, repair and replacement and other costs associated with the mountain top locations identified on Exhibit 1. Costs will be included in the cost estimate and proposed rates for Master Switch use described in Para. (c) below, and costs shall be recovered from Master Switch user fees.
- b. Microwave. The Microwave System will be maintained and operated by the Oregon Wireless Interoperability Network (OWIN) at OWIN's cost and expense, except for the Linn Spur located in Linn County, where all costs of operation, maintenance, repair, and replacement shall be borne by Linn County, and the Benton Spur, located in Benton County, where all costs of operation, maintenance, repair, and replacement shall be borne by Benton County. The Executive Authority shall execute intergovernmental agreements with the OWIN, Linn County, and Benton County as approved by the Committee.
- c. Master Switch. The Executive Authority will estimate the operation and maintenance, repair and replacement costs of the Master Switch and VCALL system, which will be included in the annual budget for the upcoming fiscal year. The approved budget for the Master Switch and VCALL system will be funded by a subscriber rate system dependent upon customer class and the number of radio units within each class. The number of units shall be determined as of December 1st and June 1st of each year. The budget and rates shall be adopted by the Committee following presentation of a proposed budget and rates by those Members who are Master Switch Users. Under all circumstances, the rate fee shall be sufficient to pay for the annual budget for the switch and VCALL system. Member rates shall be the lowest rate available:
 - (1) Non Member Subscribers. Upon execution of a subscriber agreement, a non-Member may use the system and will be charged a Subscriber rate on the number of units placed on the system at such per-unit rate determined by the Committee annually. Such rate determination shall be concurrent with the budget process so that the per unit cost for the non Member is effective as of July 1st of each year and incorporated into the Subscriber Agreement.
 - (2) Member Subscribers. Member Subscribers shall be charged a preferred rate based on the number of units they place on the System at such per unit rate as the Committee determines. Each Member shall notify the Executive Authority as to the number of units and the identity of those agencies within the Member's jurisdiction who will obtain the Member subscriber rate.

- (3) Payment. The Executive Authority will invoice all Subscribers using the Master Switch System semi-annually as of December 1st and June 1st of each year according to the number of units in the System attributed to that party, and such payment will be due within 30 days of invoice. Failure to pay will constitute a default under this Agreement and in addition to any other remedies provided hereunder, service may be terminated if there is failure to pay within 30 days following demand for payment.

At the conclusion of the fourth quarter of the fiscal year, if actual costs are more than budgeted and collected amounts, the Subscribers will be surcharged for such amount according to the formula for that fiscal year and such surcharge will be paid to the Executive Authority within 30 days of invoice. Any excess amount paid by a user at the end of the fiscal year will be carried over as a credit to that user's account for the next fiscal year.

J. Default

1. Events of Default. If any Party is in breach or default (Defaulting Party), under this Agreement, any other Party (Nondefaulting Party) may notify in writing to the Defaulting Party that it is in breach or default, such notice to be effective upon its receipt by the Defaulting Party. Copies of the notice shall be sent to all Members at the same time. The following events shall constitute breach or default under this Agreement:
- a. failure to make any payment when due hereunder;
 - b. failure to perform in any material respect any obligations required to be observed or performed hereunder;
 - c. willful and material interference by one Party to another Party's operations.

2 Remedies

- a. Defaulting Party's Right to Cure. The Defaulting Party shall have the right to cure any breach or default under this Agreement within thirty (30) calendar days after the receipt by the Defaulting Party of notification of such breach or default. In the event that any breach or default is of a nature such that it may not reasonably be cured within thirty (30) calendar days, the Defaulting Party shall have the right to provide the Nondefaulting Party with a plan for the appropriate actions to cure such breach or default. Within the thirty (30) calendar day period, the Defaulting Party must commence diligently pursuing appropriate action under the plan to cure the breach or default, in which event the Defaulting Party shall have a longer period of time to cure the breach or default so long as the

Defaulting Party shall continue to be diligently pursuing appropriate action during such period; provided, however, that in no event shall such time period exceed 120 days from the date of receipt of notification of the breach or default.

- b. **Non defaulting Party's Remedies.** After the time allowed the Defaulting Party to cure any breach or default has expired, and subject to the dispute resolution process of Section M, the Committee shall have the right to (1) terminate the Defaulting Party's Membership (without vote by the defaulting party); or (2) place the defaulting party in a nonvoting status until paid and deny access to the System. The Committee or any Nondefaulting Party may elect to cure any breach or default of the Defaulting Party to preserve the Nondefaulting Party's rights that may be prejudiced as a result of such breach or default; and exercise and pursue all other rights and remedies available to it under applicable law.
- c. Except as otherwise provided in this Agreement, any right or remedy afforded to any Party under any provision of this Agreement on account of breach or default by another is in addition to, and not in lieu of; all rights or remedies afforded any party under any other provision of this Agreement, by law or otherwise on account of the breach or default.

K. Indemnity

- 1. Each of the members agrees to defend, indemnify and save the others harmless from any claim, liability or damage, including attorney fees, resulting from any error, omission or act of negligence on the part of the indemnifying party, its Commissioners, its officers or employees, and agents in the performance of its responsibilities under this agreement, and in the performance of its separate responsibilities under any other agreements executed by the Executive Authority or the parties in furtherance of this Agreement. The Members' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, as applicable.
- 2. Each of the Members shall require contractors, licensees, invitees, and vendors performing responsibilities in accordance with Agreement to have insurance coverage they would typically require for the same performance, with each Member, and its governing Board members, officers, employees, and agents covered as additional insured for general and any liability coverage. Each Member shall also require in any contracts for performance of these responsibilities with any contractors, licensees, invitees, and vendors that such parties agree to indemnify each of the Members of this Agreement in accordance with the terms in Subsection K.1 above, subject to any legal limitations which apply to such parties.

3. Each party each expressly recognizes and agrees that its obligation to indemnify, defend, protect and save another harmless is not a material obligation to the continuing performance of its other obligations, if any, hereunder. In the event that a party shall fail for any reason to indemnify, defend, protect and save the other harmless, the injured party hereby expressly recognizes that its sole remedy in such event shall be the right to bring legal proceedings against the other party for its damages as a result of the other party's said failure to indemnify, defend, protect and save harmless. These obligations shall survive the expiration or termination of this Agreement.
4. In providing the services specified in this agreement (and any associated services) all the Members are public bodies and maintain their public body status as specified in ORS 30.260. All the Members understand and acknowledge that all Members retain all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
5. Each of the Members agrees to indemnify and save the other Members, their officers, employees and agents harmless for its proportional share of liability from any claim, liability or damage, including attorney fees, resulting from any action or decision by the Committee or by the Executive Authority, and subject to the limitations of the Oregon Tort Claims Act and Oregon Constitution as applicable.
6. It is understood that state and federal funding has been obtained for the activities conducted by the Executive Authority under this Agreement. Notwithstanding the assumption of liability in Section C. and indemnity provisions in Section K., 5., as between the Members and Executive Authority: 1) The Executive Authority is responsible for complying with applicable law, including ORS Chapters 279A, 279B, and 279C, as may be applicable to the purchase, and 2) The Executive Authority is responsible for claims of misexpenditure of funds in its possession and for failing to pay sums owed third party contractors only to the extent it is the cause of such misexpenditure or failures, and subject to the limitations of the Oregon Tort Claims Act and Oregon Constitution, Article XI, Section 10.

L. Limitation of Liability

Notwithstanding any provision of this Agreement to the contrary, no party shall be liable to any other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with such party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission or transport interruptions or problems, any interruption or degradation of service or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims for which

damages are hereby specifically waived. Except for the limitations on actions contained in the applicable provisions of the Oregon Tort Claims Act, nothing contained herein shall operate as a limitation on the right of a party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

M. Dispute Resolution

In the event any Member to this Agreement disagrees and/or disputes any application of a term or provision herein, or any term, obligation or responsibility as set forth in a Project Statement, Project Agreement or this Agreement, any such dispute or disagreement shall be addressed as provided herein:

1. The disputing Member shall set forth the dispute issue in a written statement and shall present it to the Committee. The written statement shall at a minimum set forth: (1) the applicable term, provision or condition of this Agreement which is in dispute; (2) the basis of the dispute; (3) any impacted Members and the extent of impact if possible; and (4) a proposed resolution. The disputing Member shall present the written statement to the Committee as soon as reasonably practicable after the dispute arises, but no later than 30 days from the event.
2. The Committee shall appoint a representative(s) to meet and confer with the disputing Member, and any Member(s) directly impacted by the dispute. The appointment of the Committee representative(s) shall be at the sole discretion of the Committee, and the Committee shall appoint a representative(s) not directly impacted by the dispute. The Committee may hire a third party mediator or other dispute resolution provider. Representative(s) may negotiate the dispute to resolution, and if resolution requires further action of the Committee, the representative(s) may present a recommendation for such action to the Committee.
3. The Committee shall hire a third party mediator or other dispute resolution provider if the dispute involves all Members.
4. In the event the dispute is not resolved in accordance to Section M2, the dispute shall be presented to a mediator mutually acceptable to the Committee and disputing Member. The Committee and the disputing Member shall have twenty (20) calendar days to agree on a mutually acceptable mediator. Should they fail to do so in such time, the vote of two thirds of the Members shall be sufficient to appoint a mediator. The Membership shall bear the cost of the mediator.
5. In the event the dispute is not resolved at mediation, the matter may be submitted to binding arbitration in accordance with the Uniform Arbitration Act (ORS 36.600 to 36.740). The Membership and disputing Member

shall share equally in the cost of the arbitrator. Otherwise, disputes shall be resolved in State Circuit Court.

All participants in a dispute resolution process provided above shall be responsible for their own attorneys' fees, costs and expenses. The Oregon Rules of Civil Procedure relating to discovery and the Oregon Evidence Code shall apply.

N. Confidentiality

1. Maintenance of Confidentiality. Members may disclose confidential information to each other, and each Member is subject to Oregon Public Records Law. Confidential Information is that information which meets an exemption under Oregon Public Records Law, including but not limited to information which the disclosing and receiving Members reasonably believe should be considered confidential under that Law and which they agree to keep confidential under this Agreement,. It includes information the receiving Member may have received, had access to, learned, heard or observed. The information disclosed will primarily be for law enforcement purposes covered by an exemption to Oregon Public Law. Also, in addition to any other written or verbal agreements or understandings at the time of disclosure, this Agreement serves as an agreement by a receiving Member to maintain confidentiality of that disclosing Member's Confidential Information to the extent permitted and subject to the Oregon Public Records Law and as provided in N. 2. A receiving Member may use, or have access to Confidential Information only for the receiving Member's benefit and in furtherance of this Agreement. Each Member shall (1) limit disclosure of the Confidential Information to those Commissioners directors, officers, employees and agents of the Member who need to know the Confidential Information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as Member employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Member who provided the information, upon its request, all materials containing Confidential Information, in whatever form, that are in Member's possession or custody or under its control. A Member is expressly restricted from and shall not use Confidential intellectual property of the providing Member without that Member's prior written consent.
2. Each Member will maintain the confidentiality of another Member's Confidential Information and not disclose it to a third party, subject to the limitations and within the discretion permitted by Oregon Public Records Law, or as authorized by the disclosing Member in writing or as ordered by a court of competent jurisdiction, or unless the information has been made public.

The disclosing Member shall at all times remain the owner of their Confidential Information. If the receiving Member receives a request for disclosure or subpoena related to Confidential Information, the receiving Member will provide notice to the owner before a response is due, and it shall be the owner's responsibility to establish that such information is exempt from disclosure. The owner shall defend, indemnify, and hold receiving Member harmless from any claim or administrative appeal, including costs and expenses related to the request to disclose, subject to applicable legal limitations.

3. The Members acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the providing Member. In the event of a breach or threatened breach of this Agreement, the Member may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

O. Public Meetings

The meetings of the Committee shall be conducted in accordance of the Oregon Public Meetings Law, ORS 192.610 to 192.710. The Members recognize that the large majority of meetings may be conducted as executive session as the Committee will be considering public safety, security, system vulnerability and other exempt public records.

P. Notice

Except where specified otherwise, the terms 'written communications', 'written notification' and 'notice' shall include notification by electronic mail. Each Member designates a person to receive and send notices set forth on Exhibit 5, which may be amended by the Committee upon receipt of notice of change from a Member. Each Member is responsible for providing advance notice to each of the other parties of any changes in this contact information.

Q. Additional Agreements

This Agreement, including its exhibits and amendments, constitutes the sole and complete agreement among the Members.

R. Amendment Process

This Agreement may be amended only by written agreement among all Members. Any amendment shall be executed by a person authorized to bind the Party to the commitments represented in the amendment. Exhibits _through _ relating to system descriptions, contract information for notices, operational protocols or rate making criteria or methodology are ministerial in nature and may be amended by the Committee

to reflect current system status, protocols or calculations of rates and charges.

S. Partial Invalidity

If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

T. Waivers

No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the, time for performance of any other obligation or act.

U. No Third Party Beneficiaries

The Member counties, and any other Members approved under Section B.3. are the only parties to this Agreement and all of its subsequent amendments. Such Member counties and future approved Members are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third party.

V. Ratification and Effective Date

This Agreement has been duly authorized and executed on behalf of each Member making it a valid and binding obligation of that Member. It may be executed in counterparts, all of which taken together shall constitute one instrument. This Agreement is effective September 20, 2006 (date the last party signed the initial IGA. This Agreement shall become effective for additional Members upon the date of their execution of the Agreement.

W. Remedies

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

X. Survival

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Agreement shall survive the termination or expiration of this Agreement.

Y. Interpretation

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

Z. Debt Limitation

This Agreement is expressly subject to the debt limitation upon any of the Members, as provided for in the Oregon Constitution and the Oregon Revised Statutes, and is contingent upon funds being appropriated. Any provisions herein, which conflict with applicable law, are deemed inoperative to that extent.

IN WITNESS WHEREOF the parties have signed this agreement as of the date first above written.

FOR BENTON COUNTY:

Jay Dixon, Chair
Benton County Board of Commissioners

Date

APPROVED AS TO FORM:

County Counsel
Date

FOR COOS COUNTY:

Kevin Stufflehean, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR CURRY COUNTY:

Bill Waddle, Chair
Board of County Commissioners

Date

Georgia Yee Nowlin, Vice, Chair
Board of County Commissioners

Date

George Rhodes, Commissioner
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR DOUGLAS COUNTY

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY

Doug Robertson, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR JOSEPHINE COUNTY

Dwight F. Ellis, Chair
Board of County Commissioners

Date

Y. Interpretation

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IN WITNESS WHEREOF the parties have signed this agreement as of the date first above written.

FOR BENTON COUNTY:



Annabelle Jaramillo, Chair
Benton County Board of Commissioners

Date

APPROVED AS TO FORM:

 4.12.10

County Counsel Date

FOR COOS COUNTY:

Kevin Stufflehean, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

April 8, 2010

Y. Interpretation

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IN WITNESS WHEREOF the parties have signed this agreement as of the date first above written.

FOR BENTON COUNTY:

Jay Dixon, Chair
Benton County Board of Commissioners

Date

APPROVED AS TO FORM:

Date
County Counsel

FOR COOS COUNTY:

Kevin Stufflehean, Chair
Board of County Commissioners

4/20/10
Date

APPROVED AS TO FORM:

County Counsel

4/29/10
Date

FOR CURRY COUNTY:

Bill Waddle
Bill Waddle, Chair
Board of County Commissioners

5/5/10
Date

Georgia Yee Nowlin
Georgia Yee Nowlin, Vice, Chair
Board of County Commissioners

5/5/10
Date

George Rhodes
George Rhodes, Commissioner
Board of County Commissioners

5/5/10
Date

APPROVED AS TO FORM:

M. Gerald Healy
County Counsel

5-10-10
Date

FOR DOUGLAS COUNTY

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY

Doug Robertson, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR JOSEPHINE COUNTY

Dwight F. Ellis, Chair
Board of County Commissioners

Date

April 8, 2010

FOR CURRY COUNTY:

Bill Waddle, Chair
Board of County Commissioners

Date

Georgia Yee Nowlin, Vice, Chair
Board of County Commissioners

Date

George Rhodes, Commissioner
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY

By ABSENT
Chair

By Joseph Lawrence
Commissioner

By [Signature]
Commissioner

Date 4/28/2010

4/28/2010
Date

APPROVED AS TO FORM:

[Signature]
County Counsel

4/28/2010
Date

FOR JOSEPHINE COUNTY

Dwight F. Ellis, Chair
Board of County Commissioners

Date

April 8, 2010

FOR CURRY COUNTY:

Bill Waddle, Chair
Board of County Commissioners

Date

Georgia Yee Nowlin, Vice, Chair
Board of County Commissioners

Date

George Rhodes, Commissioner
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR DOUGLAS COUNTY

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY

Doug Robertson, Chair
Board of County Commissioners

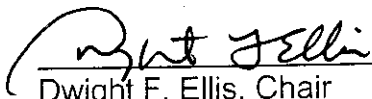
Date

APPROVED AS TO FORM:

County Counsel

Date

FOR JOSEPHINE COUNTY



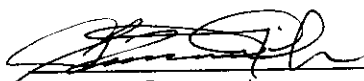
Dwight F. Ellis, Chair
Board of County Commissioners

6/24/10

Date

April 8, 2010

APPROVED AS TO FORM:



County Counsel

6-23-10

Date

FOR LANE COUNTY:

County Administrator

Date

Russel Burger, Lane County Sheriff

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR LINN COUNTY:

Roger Nyquist, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR LANE COUNTY:



County Administrator

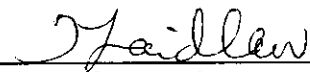
06/09/2010
Date



Russel Burger, Lane County Sheriff

5/17/10
Date

APPROVED AS TO FORM:



County Counsel

6/7/10
Date

FOR LINN COUNTY:

Roger Nyquist, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

County Counsel

Date

APPROVED AS TO FORM:

County Counsel

Date

FOR LANE COUNTY:

County Administrator

Date

Russel Burger, Lane County Sheriff


Date

APPROVED AS TO FORM:

County Counsel

Date

FOR LINN COUNTY:



Roger Nyquist, Chair
Board of County Commissioners

4/27/10

Date

APPROVED AS TO FORM:



County Attorney

4/23/10

Date

EXHIBIT 2

7-COUNTY REGIONAL INTEROPERABLE RADIO SYSTEM Operating Agreement #1 Re: MOTOROLA EQUIPMENT/SOFTWARE AT COUNTIES' SITES Ordering, Installing, Testing, and Warranty Services

The following duties and responsibilities shall be assumed by each Member County of the 7-County Regional Interoperable Radio System. These duties and responsibilities are required in order to meet Motorola's terms to provide, test, and warrant the interoperable system. This operating agreement is also intended to provide clarification for each County as to County-specific requirements and Executive Authority duties and requirements.

Status: Benton, Coos, Curry, Douglas, Josephine, Lane and Linn counties agreed through an IGA to have an interoperable radio system with Lane County currently serving as Executive Authority. Federal funding was obtained to establish the System. Sites have been identified in each of the seven counties. Motorola equipment, including software has been purchased. Motorola has begun and will continue to install this equipment at sites throughout the counties. The equipment will be tested before it can be used. After successful testing, Motorola will provide maintenance services through the ninety day warranty period.

Duties and Responsibilities of Each County

Each county shall:

1. Designate a project manager to be a point of contact for Motorola for purposes of accessing sites to install, test, and maintain equipment, including software through the warranty period.
2. During the absence of a county project manager, that county will designate another county representative to act as project manager, and provide contact information to Motorola and the Executive Authority in advance.
3. Prepare selected sites in each county for receiving the Motorola equipment – including reasonably adequate physical space, air conditioning, electrical power outlets, other environmental conditions, telephone or other communication lines, and electrical grounding system.
4. Provide Motorola access to each of the sites in order to install, test and maintain equipment. Each county should arrange for any necessary permits, zoning variances, licenses or other approvals necessary for Motorola to install, test and maintain equipment.

5. Provide Motorola with any applicable safety and security rules and policies related to the site, including but not limited to those of the county and the Sheriff's Office.
6. Prior to installation, confirm receipt of the proper equipment and software with the Executive Authority, and not allow installation of equipment software which does not belong at the site.
7. There is an agreed upon performance schedule with Motorola. Each county has responsibility to work with Motorola within that performance schedule to timely provide acceptable and accessible sites.
8. Promptly notify the Executive Authority of any potential need to reschedule any installation or testing activity, providing reasons for such delay.
9. Upon request, provide assistance to the Executive Authority related to identification of equipment, software, incidental hardware and materials for purposes of ordering, installing and timely meeting the performance schedules of Motorola.
10. Partner counties agree not to request or agree to any changes to the work, equipment, software, costs, or contract rights or obligations with Motorola without prior agreement from the Executive Authority.
11. Upon request of Motorola or the Executive Authority, perform the work necessary to test the equipment, including software after installed and promptly notify the Executive Authority of the details of any failures or inadequacies in performance and of successful completion of those tests. Each county agrees not to begin operating or using any equipment until after the Executive Authority notifies it that it may begin use.
12. Follow the warranty service procedures supplied to the County by the Executive Authority for making warranty claims during the applicable warranty period. Any freight costs to ship equipment to the repair depot will be paid by the county who possesses the equipment, and reimbursed by the Executive Authority. If Motorola fails to correct any covered defects or replace the equipment or software with the same or a functionally and technically equivalent product, that county will notify the Executive Authority.
13. Advise the Executive Authority of any dispute with Motorola. After coordination with the Executive Authority, attempt to settle or assist the Executive Authority in attempting to settle any dispute with respect to equipment, software, materials or services at the project manager level and in the spirit of mutual cooperation. Notify the Executive Authority if any dispute is resolved. If the

dispute is unresolved at the project manager level, notify the Executive Authority and assist and cooperate with the Executive Authority in resolving the dispute.

14. Cooperate with the Executive Authority in the event of litigation with Motorola regarding equipment, software, materials or services provided within that respective county.

EXHIBIT 3
NOTICES

Chair
Board of County Commissioners
Benton County, Oregon
Benton Plaza Building
408 SW Monroe Avenue
Suite 111, Mezzanine Level
Corvallis, Oregon 97333

Sheriff
Benton County Sheriff's Office
408 SW Monroe Avenue
Suite 111, Mezzanine Level
Corvallis, Oregon 97333

Chair
Board of County Commissioners
Coos County, Oregon
250 N. Baxter
Coquille, OR 97423

Sheriff
Coos County Sheriff's Office
250 N. Baxter
Coquille, OR 97423

Chair
Board of County Commissioners
Curry County, Oregon
Curry County Courthouse
Post Office Box 746
Gold Beach, Oregon 97444

Sheriff
Curry County Sheriff's Office
29832 Ellensburg Avenue
Gold Beach, OR 97444

Chair
Board of County Commissioners
Douglas County, Oregon
Douglas County Courthouse
1036 SE Douglas Avenue
Roseburg, OR 97470

Sheriff
Douglas County Sheriff's Office
Justice Building
1036 SE Douglas Avenue
Roseburg, OR 97470

Chair
Board of County Commissioners
Josephine County, Oregon
Josephine County Courthouse
500 NW 6th Street Dept. 6
Grants Pass, OR 97526

Sheriff
Josephine County Sheriff's Office
601 NW 5th St.
Grants Pass, OR 97526

Chair
Board of County Commissioners
Lane County, Oregon
125 East 8th Avenue
Eugene, OR 97401

Sheriff
Lane County Sheriff's Office
125 E. 8th Avenue
Eugene, OR 97401

Chair
Board of County Commissioners
Linn County, Oregon
300 SW 4TH AVE
PO BOX 100
Albany, OR 97321

Sheriff
Linn County Sheriff's Office
1115 Jackson St SE
Albany, OR 97322

Exhibit 1

7-County Interoperable Radio System

System Description

(from Motorola Proposal Docs)

SYSTEM DESCRIPTION

The purpose of this document is to provide a descriptive overview of the Master Site configuration and its associated components for this system proposal. The name identified for this project is Lane County Sheriff's Office/Seven County Regional Interoperable Radio System.

SYSTEM SUMMARY

The Lane County Sheriff's Office/Seven County Regional Interoperable Radio System will consist of a single Motorola ASTRO 25 Release 7.x master site to be located in Lane County. The radio system for the simulcast subsystem and two ASTRO repeaters (proposed separately) will be integrated into the master site. A discussion in this document will reference portions of the RF subsystems that were proposed under the separate simulcast proposal to provide better understanding of the overall operation of the network.

The ASTRO 25 master site will serve as the center for the entire trunked radio system. The master site contains core network equipment (controllers, servers, network routing devices, management terminals) and console interface equipment to support a wide-area ASTRO Radio System. Customer supplied microwave and /or optical fiber T1 links will originate from the master site and will provide interface for all the RF ASTRO communication sites. This will include connecting the simulcast ASTRO



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October 18, 2006*

network and two ASTRO repeater sites that were proposed separately. The master site will be licensed for 3000 users and 16 ASTRO RF sites with single site link capability (non-redundant). Additional RF licenses will be required if the system exceeds 16 RF sites. Based on this proposal the system configuration will use 4 of the 16 RF site licenses.

The Cooperative WAN Router (CWR) is the network connection point for the master site and its hardware will support 96 physical network port connections. It is licensed for 23 port connections supporting up to 16 RF sites, 3 Gold Elite Dispatch centers, 2 network Management clients to the master site with two additional connections for support. Additional port licenses will be required if the system exceeds 23 ports.

The Gold Elite consoles at Lane County Sheriff's Office dispatch, Central Lane Communications dispatch and Springfield Police Department dispatch will be upgraded to interface to the Ambassador Electronics Bank (AEB). The AEB will be located at the master site. The AEB allows for integrating the dispatch center's GOLD Elite consoles into the ASTRO radio system. The console operators will be able to directly access the ASTRO trunking system as well as operate as a single, large console subsystem. The upgrades may include dividing the larger CEBs into several smaller CEBs, software updates, new hardware to connect the Ambassador Switch to the consoles, and new hardware to enable logging of the ASTRO trunking voice traffic. In addition to these upgrades each dispatch center will be configured to operate from a single Elite Server to reside at the master site for the associated dispatch console. Network equipment is included at the master site to properly route the LAN information between each of the dispatch locations.

The master site will be equipped to support High Performance Data (HPD). This will provide the Lane County Sheriff's Office/Regional Interoperable Radio System with up to 96 Kbps data communications in the 700/800 MHz range. The HPD station operates on a dedicated 25 KHz frequency for full duplex operations. Included with the HPD base station are two HPD modems for testing and an optimization server with client software to provide improved data performance for TCP/IP applications over the ASTRO data network. Details of the operation of a HPD network is contained in this system description in a later section.

The proposed system will be composed of the following major items and has been sized to support the following zone:

- Redundant Zone Controller
- Zone Database Server
- Redundant Motorola Gold Elite Gateway (MGEG)
- Fault Management Server

- Core Security Management Server
- Air Traffic Router Server
- User Configuration Server
- Zone Statistical Server
- Network Management client
- Remote Network Management client
- MOSCAD telemetry subsystem consisting of:
 - Graphics Master Computer at the Master Site
 - Remote client computer
- Network Management Subsystem consisting of:
 - Routers (CWR) to facilitate data flow throughout the distributed network system
 - ETHERNET switch with configuration workstation
 - WAN switch with configuration workstation
 - Network Management (NM) client terminals
- RF site capacity
 - The master site is licensed to support up to 16 RF sites. This includes the simulcast cell, 2 ASTRO repeaters sites and 1 HPD site. This will allow for expansion of the system for 14 more RF site at the master site. If more than 16 sites are required additional licenses need to be added to the master site.
 - The Cooperative WAN Router (CWR) as proposed will support up to 96 physical link connections for any additional RF sites, Gold Elite dispatch Local Area Network (LAN) connections for console updates, and Network Management (NM) clients.
- Console Subsystem consisting of:
 - Motorola Gold ELITE Gateway (MGEG) equipped with AES, DES-OFB and DES-XL encryption. This provides the capability to

encrypt/decrypt voice communication for the consoles. When procuring mobile/portable subscribers the encryption standard desired would need to match one of the three standards above to operate properly if in secure mode.

- ☐ There are eight Ambassador module's for connecting the MGEG to the Ambassador Electronics Bank (AEB). The AEB includes the hardware required to connect Central Lane Communications Dispatch, Lane county Sheriff's Office Dispatch and City of Springfield Police Department Dispatch. The AEB is necessary to allow the dispatch console to access the ASTRO network and is required for master site operations. Additional hardware and software will be required as each new dispatch centers are connected to the master site.

■ High Performance Data (HPD)

- ☐ The master site contains the fixed network equipment to support HPD operations.
- ☐ GGSN Router
- ☐ Firewall
- ☐ Intrusion Detection Server
- ☐ Peripheral Router
- ☐ Border Router
- ☐ HPD Packet Data Gateway (PDG)
- ☐ One HPD base station (700 MHz)
- ☐ Two HPD mobiles
- ☐ Data optimization server for 25 clients
- ☐ Two copies of data optimization client software

Changes may occur with the proposed equipment list due to system revision changes. This is to provide the most current equipment and software prior to staging the system for testing. These changes will be identified and reflected in the post-sale design review process. All items will be documented to reflect current release of the radio system.

As additional agencies connect to the network there may be a need to add additional hardware and software to the master site. There are several administration licensing requirements for different components within the network that may be exceeded at some point. From a system administration standpoint it is likely that the need to regionalize the network will be necessary to accommodate proper administration of the system.

Upgrades for the consoles at additional dispatch locations within the region would be provided under a separate or amendment to this proposal. To propose upgrades to the dispatch centers for connection to the master sites will require an audit of each center. All ASTRO radio site additions would also be provided under a separate or amendment to this proposal. The proposal does not include the following items that are the responsibility of the Lane County/ Seven County Regional Interoperable Consortium or designated agency to provide: (a) microwave and / or optical fiber links needed to interconnect the Radio Systems, (b) AC powered equipment shelters (with generator backup) for the radio equipment, (c) antenna towers. All equipment shelters and towers are required to comply fully with Motorola's Fixed Network Equipment standard (R56).

2.1.1 System Operation Overview

The proposed ASTRO 25 Release 7.x system is designed to provide wide-area voice communications over a customer supplied microwave or fiber infrastructure. The entire operation will be linked via a trunked radio network using an IP packet network with packet router equipment. The term "packet" primarily references the capability of transporting digitized voice via data packets through the system infrastructure. The Internet Protocol (IP) standard is utilized to establish a responsive connection between many of the system components. Refer to the diagram section of this proposal. These diagrams will provide high-level information on T1, equipment connectivity and equipment rack layout. Some items shown in the diagrams include components that were proposed for the simulcast network to reflect how the ASTRO system would look when connecting the master site to the RF network. The following drawings are contained in the diagram section of this proposal.

- System Block Diagram
- Master Site Block Diagram
- Master Site Rack Layout Diagram

The functions of the Zone Controllers, routers, and switch components are described in the following "System Master Site" section below. The Dispatch functionality of the network is managed by an upgraded CENTRACOM Elite subsystem using the Microsoft Windows® XP operating system. Elite operates on a Local Area Network

(LAN) in a client-server architecture. The existing Central Electronics Banks (CEB) is the "brains" of the CENTRACOM Elite dispatch system and serves to connect operator positions to the radio system infrastructure. Individual dispatch positions are connected to the CEB and, in turn, the CEB is connected to the radio communication system(s).

The Ambassador Electronics Bank (AEB) is a large capacity TDM audio-processing switch. In an ASTRO 25 system, the AEB provides an interface for audio and call control to the wide-area trunking system, and it routes audio between dispatch subsystems.

The Motorola Gold Elite Gateway (MGEG) is an interface device that allows a CENTRACOM Elite dispatch system to communicate over and control a packet-based ASTRO 25 trunked radio system. The MGEG allows for support of the CENTRACOM Gold Series architecture (AEB, CEB, and Elite Ops) within the ASTRO 25 system.

Operation of the Radio System will involve user selection of "talkgroups" rather than selecting channels as is done in conventional radio systems. Each "talkgroup" represents a pre-determined grouping of users that need to communicate with one another. For example an "event" talkgroup could be set up to allow law enforcement personnel to directly communicate with fire personnel in an emergency event setting. "Talkgroup" call provides users with the operational impression of using a "dedicated channel" for their communication needs.

2.1.2 System Features

The following system features are supplied in the proposed Radio System:

2.1.2.1 Talkgroup Call

The Talkgroup Call is the primary communication level in an ASTRO 25 trunked system as the majority of conversations take place within a talkgroup. Radios assigned to a given talkgroup are provided with Talkgroup Call capability and can communicate with other members of the same talkgroup. Talkgroup Call provides the effect of a "dedicated channel" for each talkgroup.

2.1.2.2 Multigroup Call

A Multigroup Call is a call involving multiple talkgroups at the same time and can be initiated by a properly authorized console dispatcher or radio unit. The talkgroups that are addressed in the call are pre-programmed within the radio units and system. The advantage of Multigroup Call is the ability to simultaneously communicate important information to multiple talkgroups quickly and efficiently. A single Multigroup Call

transmission utilizes fewer channel resources and airtime than multiple, separate talkgroup calls.

2.1.2.3 Emergency Alarm / Call

Emergency Alarm/Call provides users the ability to inform dispatch personnel of a life-threatening situation. By depressing the radio's Emergency Alarm button, an alarm is sent to the dispatcher. Upon activation of the emergency radio's Push-To-Talk, a channel is assigned for a predetermined amount of time. In the event that all voice channels are occupied, the system is capable of functioning in one of the following two modes:

2.1.2.4 Emergency Top-of-Queue

If all voice channels are occupied when an emergency call is made, then the unit initiating the emergency shall be placed at the top of the busy queue list and allowed access to the next available voice channel. The emergency unit shall be given the highest level of priority regardless of how many units are already in queue. As soon as any user of any of the busy channels de-key, the emergency caller is granted the channel. This virtually eliminates channel contention and assures the first available, clear channel will be assigned.

2.1.2.5 Emergency Ruthless Preemption

If all voice channels are occupied when an emergency call is made, then the unit initiating the emergency shall be allowed access to the voice channel with the lowest priority user currently assigned. It must be noted that until the current user de-keys, there will be RF contention between the emergency user and the current transmitting unit. Once the non-emergency user de-keys, the channel belongs to the emergency user.

2.1.2.6 Private Call

Private Call allows you to selectively call another individual user in the system and communicate "privately" regardless of what talkgroup either unit has selected.

2.1.2.7 Call Alert

Call Alert allows you to initiate a signal that notifies the user to call back the alerting party. Call Alert capability helps ensure that important messages get through, even if the called party is away from the vehicle. In addition, Call Alert signaling takes place over the system control channel, which helps to preserve valuable voice channels for other communications.

2.1.2.8 ASTRO 25 Wide Area Radio Roaming

Motorola's ASTRO 25 trunking system offers a sophisticated set of radio roaming features and capabilities simplifying user operation of the radio while ensuring that the radio is operating on the optimum site. Motorola's ASTRO 25 roaming features and benefits are described below, and apply to both voice and data, except as noted:

2.1.2.9 Automatic Site Registration

Automatic Site Registration is the automatic registration process that takes place whenever a radio is turned on or when the user roams from one trunking site to another. No operator intervention is required. This important feature enables continuous call processing for the user and effortless user roaming throughout the system.

2.1 .2.10 De-Registration

There are three instances when a radio unit will de-register from a site. The first method is when a radio unit is turned off. The radio will perform a soft power down de-registering itself with the Zone Controller. The second way is when a user moves from one site to another. Automatic Site Registration occurs at the new site, and the Zone Controller automatically de-registers the radio at the old site. The third way a radio unit is de-registered is via a Time-Out Timer. De-registration occurs when a radio goes out of range for longer than a pre-selected amount of time. These de-registration processes help to ensure that precious frequency resources are not wasted.

2.1 .2.11 Automatic Site Switching

One of the key features of an ASTRO 25 system is its ability to proactively select the optimum site as a radio user moves throughout the coverage area. Using Receive Signal Strength Indication (RSSI), the radio is able to monitor the signal strengths of control channel frequencies at adjacent sites and automatically make the necessary site changes when appropriate. The result is improved user communications by operating on the optimum RF site.

2.1 .2.12 Preferred Site

Preferred Site operation allows a radio to search for an alternative, pre-programmed site that is operationally preferred over the current site. A radio will look for a preferred site when it roams into another site in the system. If a unit is in an overlap area of multiple sites, it will favor its preferred site. This capability allows users to more intelligently manage and conserve repeater resources in coverage overlap areas.

2.1 .2.13Dynamic Site Assignment

Dynamic Site Assignment ensures that ASTRO 25 users have maximum system channel efficiency as the system utilizes channels only at sites where active talkgroup members are located.

2.1 .2.14Busy Queuing and Callback

Although ASTRO 25 trunking systems are considerably more frequency efficient than conventional radio systems, there may still be times when all of the voice channels are busy. If a radio user attempts to initiate a call while all the system channels are in use, the requesting user will be put into a Busy Queue and then automatically notified when a channel becomes available. This feature allows the radio user to place the microphone down during a busy situation instead of continually re-keying in an effort to gain channel access.

2.1 .2.15Multiple Priority Levels

ASTRO 25 provides multiple levels of priority allowing system access to the most critical users during busy periods. Individual users and talkgroups of users may be assigned specific priority level(s), with up to 10 levels supported for each, which will allow higher priority users to be placed higher in the busy queue for quicker system access. The ASTRO 25 system allows for flexible assignment of priority levels via the Network Management System to meet your organizational needs.

2.1 .2.16Continuous Assignment Updating

This feature is designed to assure that a radio just coming into service during an active talkgroup conversation will be immediately assigned to the appropriate voice channel. The user shall be included in his or her active talkgroup call with no special action required. To achieve this, the ASTRO 25 system control channel continuously transmits the channel assignment for talkgroups involved in active calls.

2.2 System Master Site

The ASTRO 25 release Transport Network is engineered to meet the performance requirements of a real time system transporting voice, call control, network management, and ancillary network services. The Transport Network is a closed network. Only Motorola supplied equipment, applications and services can be used on the network. Equipment substitutions are not supported by Motorola.

2.2.1 LAN Switch

The Local Area Network (LAN) Switch or Enterprise Ethernet Switch is used to aggregate all the Ethernet interfaces for all servers, clients, and routers. To meet system availability requirements, the LAN Switch is a chassis based device with redundant power supplies, redundant CPUs and redundant Layer 2 port cards. Redundant Layer 2 modules will provide the traditional Ethernet switching and can be network managed. The Core Routers, which have two network interfaces, will be physically connected to different Layer 2 modules in the LAN switch. The backplane provides connections between Layer 2 modules. The LAN switch has a Network Management system to provide proactive fault management.

2.2.2 Cooperative WAN Routers (CWR)

The Motorola Cooperative WAN Routing (CWR) solution allows core and exit routers to interface directly with site and interzone links through a simple, reliable, and passive relay panel.

2.2.2.1 Core (Proposed) and Exit Routers (Not Proposed)

Core routers perform routing control of audio, data, and network management traffic in and out of the zone. The routers have two Ethernet ports that connect into different layer 2 modules on the LAN switch and a High Speed Serial Interface (HSSI) port to connect to the WAN switch or CWR SRC for intrazone and interzone traffic.

The number of core routers is dependent upon the number of channels in the zone. If more routers are required, they must be added in pairs. The core router uses Frame Relay to communicate with the sites through the WAN switch or CWR SRC, which acts as a Frame Relay server. The core routers provide a proactive fault management system by providing an indication to the fault management system when a redundant core router has taken control.

Exit routers serve two primary functions in an ASTRO® 25 system:

- • Handle interzone links. The exit routers use ATM to transfer information to other zones through the WAN switch or MFR to transfer information to other zones through the CWR SRC. Redundant exit routers are used to ensure availability.
- • Maintain the list of all active rendezvous points and maintain the group prefixes served by each. This task requires that exit routers be installed in single zone as well as multiple zone systems.

2.2.2.2 Gateway Routers

Gateway Routers are used for devices that are multicasting beyond their local LAN. Additionally, they provide subnet routing for certain subnets within a zone. Gateway routers do the following:

- Provide a single access point or gateway for each host's NIC to access the Core and Exit Routers.
- Isolate multicast traffic from the various hosts they are servicing.
- Provide redundant connections for hosts with redundant interfaces (i.e. Zone Controller) or load balancing devices (i.e. Motorola Gold Elite Gateway).

The Gateway Router when used with its Network Management system provides a proactive management system by sending alarms if there is an equipment malfunction.

2.2.2.3 LAN Switch

The WAN switch is a switch that interfaces the Zone Master Site to the Remote Sites and connects to other Zone Master Sites. The WAN Switch is a chassis based device with redundant power supplies, redundant CPUs, network management, and backplane switching which increases availability. The switch monitors itself for module failures and if a card failure is detected in a switch that has 1:1 redundant cards, it automatically switches to the back up card and sends out an alarm. The WAN switch used with its Network Management system provides a proactive management system as well as a means of receiving and reporting failure alarms, which increases the WAN switch's availability.

2.3 SYSTEM SYNCHRONIZATION

The Master site uses two types of synchronization. The first type of synchronization is the synchronization of the WAN network to a common clock source. The other type of synchronization used is a Network Time Synchronization (Network Time Protocol - NTP). NTP synchronizes the clocks of all devices on network. The clock source for both types of synchronization is a Stratum 1 source. The Stratum 1 source will be derived from the Global Positioning Satellite (GPS) system. This requires a GPS receiver to be located at the Master site.

For synchronization of the WAN network, the GPS receiver contains a framed T1/E1 output. This framed T1 will be connected to the AEB through its synchronization input. For NTP, the GPS receiver provides a time code output via Ethernet. This output will be connected to the zone manager subnet.

2.3.1 ASTRO 25 Zone Controller

The Motorola NETRA 240 Zone Controller is a redundant processor that provides trunking call processing for wide area radio communications systems for ASTRO 25 system operation. The NETRA 240 forms the heart of a wide area radio system by providing the central processor with the necessary hardware and software capabilities to provide call processing and mobility management.

The Motorola NETRA 240 Zone Controller provides adaptability to technology enhancements and provides for improved planning of future communication needs and migration. Additional features and benefits of the NETRA 240 include:

2.3.1.1 Intelligent Switchover

The Redundant Zone Controller Configuration provides automatic switchover to the standby controller if a loss of wide area communications is detected due to a failure internal to the active controller. Notification can be sent to the user if other components fail, allowing the user to manually switch to the standby controller if desired.

2.3.1.2 Cross Controller Compatibility

The NETRA 240 Zone Controller is capable of running two different versions of software simultaneously, thus ensuring that upgrades are fully functional with one controller before upgrading the second controller.

2.3.2 ASTRO 25 Network Management

The Network Management System can be viewed as a set of software applications or tools used to manage the ASTRO 25 trunked radio system and its constituent components. These tools are intended to maximize the available resources and minimize system downtime and maintenance costs. Five key functional areas or services are associated with a network management framework: Fault Management, Configuration Management, Accounting Management, Performance Management and Security Management; the industry refers to this as the FCAPS model. The Motorola Network Management System (NMS) offers effective and efficient solutions that address the requirements within each of these areas.

In summary, the NMS supports the following services:

- Fault Management – Applications are included for monitoring the status of the transport network and the individual infrastructure components; displaying status information; forwarding alert information; and performing diagnostic procedures.

- Configuration Management – Facilities are provided for entering and maintaining the operational parameters of the infrastructure components and user devices (i.e., the mobile and portable radios).
- Accounting Management– NMS supports the tracking of radio usage of the system by providing an optional interface to third-party accounting and/or billing applications (note: this option is not supplied in this proposal).
- Performance Management – Standard and optional applications are available for monitoring, reporting, controlling and optimizing the use of system resources.
- Security Management – NMS includes features for setting user privileges and controlling their access to view and/or modify information contained in the configuration databases.

2.4 MOTOROLA'S NEW GENERATION NETWORK MANAGEMENT SYSTEM

With the release of the ASTRO 25 System, Motorola is also introducing its next generation Network Management System based on the ubiquitous client/server networking model. The new NMS represents a significant paradigm change for the system manager/administrator users as well. The NMS embraces the widely deployed and familiar Microsoft Windows® XP operating system for running the client Personal Computer (PC) workstation applications.

In the equipment room, the application and database servers run unattended on industrial-class computers. The server applications run over Sun Microsystems' Solaris™ Operating Environment, a leading UNIX® operating system (OS) enthusiastically supported by industry standard network management applications and vendors of embedded software solutions. Solaris is a mature OS known for its high availability and security, important characteristics Motorola considered in selecting it to run the NMS business-critical applications.

2.4.1 Client/Server Networking

Application processing, and data collection and storage are distributed across multiple computer servers and client PC workstations connected to a Local Area Network (LAN). The client PC workstations are commercial personal computers running the Microsoft Windows® XP operating system for networked computers. NMS users – typically, qualified network managers or network administrator personnel – use the client PC workstations to start and run the software applications for configuring, viewing equipment operational status, and monitoring network utilization and

performance. The servers are industrial grade, high performance computers geared to handle the intense, typically real-time, data processing tasks associated with managing a single zone system.

2.4.2 Client Applications

The following standard and optional applications run on or may be accessed from the PC client workstations; the first four are system-level:

- System Profile
- User Configuration Manager
- Software Download
- Historical Reports (System-level)
- The following are zone-level applications:
 - Zone Profile
 - Zone Configuration Manager
 - Zone Watch
 - Affiliation Display
 - Air Traffic Information Access (ATIA) Log Viewer
 - Dynamic Reports
 - Historical Reports (Zone-level)
 - Fault Manager using Full Vision Integrated Network Manager (INM)
 - Full Vision Administration
 - FullVision Web Browser
 - Radio Control Manager (RCM)
 - Radio Control Manager Reports

2.5 CONFIGURATION MANAGEMENT APPLICATIONS

2.5.1 Zone Configuration Manager

The Zone Configuration Manager provides data entry screens to configure the major infrastructure elements in the associated zone, including the Zone Controller, site controllers, base station repeaters, and telephone interconnect subsystem. The user interface is Java based and has Explorer-like managed object navigation features. Configuration reports can be generated.

2.5.2 User Configuration Manager

The User Configuration Manager (UCM) provides data entry screens for the mobile and portable radio units authorized to use the system. The UCM is also used to set security information at a system level. The user interface is Java based and has Explorer-like managed object navigation features. Configuration reports can be generated.

The subscriber profiles feature allows the replication of parameters that are common to multiple radio units, thereby reducing the time and effort to load the user configuration database. Working in concert with the User Configuration Server, radio unit data is entered once only for each unit and automatically distributed to the user configuration database residing in the ZDS at its resident zone and all other zones in a multi-zone system.

2.5.3 Fault Management

Motorola Full Vision Integrated Network Manager (INM) is the fault management application. FullVision INM provides a centralized view of the operational status of an entire multiple or single zone system by displaying intuitive, graphical representations (i.e., sub-system topology maps) of the system. Problems are identified rapidly when they occur. Functions and tools also provide the ability to notify support personnel, track, diagnose, and correct faults in an effective manner. FullVision INM also maintains a data warehouse, storing up to 30 days of event history for report generation.

Full Vision INM, integrated with Motorola's Router Manager Application for the management of Motorola's routers, serves as the fault detection and notification platform for the major infrastructure components in the system. An auto discovery feature finds and identifies the Motorola manufactured devices, including the Simulcast Subsystem, Motorola Gold Elite Gateway (MGEG), the Motorola packet routers, as well as approved third-party internetworking equipment.

2.5.3.1 Zone Historical Reports Application

This application produces reports on radio infrastructure and radio resource usage within an identified zone. A pre-defined set of reports, with field selection capability, is supplied to produce “standard” or tailored reports. In addition, customers may generate custom reports via the optional Customer Reports Generation application.

Historical Reports are generated automatically or on demand. Automatic reports are produced at a specific scheduled time and date or on a recurring time and date interval. Reports can be sent to the monitor screen, a printer or Hyper Text Markup Language (HTML) or Comma Separated Value (CSV) files.

2.5.4 Radio Control Manager (RCM)

The RCM application provides two types of functions: radio commands can be initiated (e.g., Selective Inhibit) and radio events are displayed (e.g., Emergency Alarm). The RCM uses a Graphical User Interface (GUI) and an On-line Help system for ease of use.

2.6 AS TRO 25 VOICE ENCRYPTION

The Radio System will include voice encryption with the following secure features:

- Secure (encrypted) voice communications to the Console Operator. (The audio between the MGEK and the Console is not protected.)
- Supported algorithms include: DES-OFB, DES-XL, DVI-XL, DVP-XL and AES (This proposal includes the DES-OFB, DES-XL and AES algorithm)
- Single or dual encryption
- Multi-key encryption within same encryption algorithm
- Distribution of key material to subscribers will be manual rekeying using the KVL 3000 Plus key loader

2.6.1 Secure (Encrypted) Voice Communications

Motorola provides ASTRO 25 customers with the capability to protect their Land Mobile Radio (LMR) voice communications with sophisticated, digital encryption. The encryption used in our digital systems offers a great improvement in terms of audio quality over encryption used in 12 Kbps systems. The digital encryption does not impact audio quality. Encryption allows users the ability to send and receive

sensitive information over the air with the confidence that only those whom it was intended will receive it.

2.6.1.1 Supported Algorithms

Motorola offers customers the following encryption algorithms on a secure ASTRO 25 7.x System: DES-OFB, AES, DES-XL, DVI-XL and DVP-XL. Project 25 defines the DES-OFB encryption algorithm as the standard encryption algorithm that allows encrypted interoperability between Project 25 compliant radios from other manufacturers. OFB stands for Output Feedback, the encryption synchronization method adopted by Project 25.

The National Institute of Standard and Technology (NIST) defines AES encryption as the standard encryption algorithm defined under the Advanced Encryption Standard (AES) for use by U.S. Federal and Canadian National Government agencies and, on a voluntary basis, by organizations, institutions, and individuals domestically and internationally. Motorola also provides customers with the option of using Motorola proprietary encryption algorithms to secure (encrypt) their voice communications. These encryption algorithms include: DES-XL, DVI-XL and DVP-XL.

2.6.1.2 Single Algorithm

Single algorithm means that one encryption algorithm can be used in a two-way radio system. This allows users the ability to send and receive sensitive information over the air with the confidence that only those whom it was intended will receive it.

2.6.1.3 Multiple Algorithms

Multiple algorithm capability means that up to two or more different encryption algorithms can be used in a two-way radio system. Multiple algorithms provide additional flexibility for larger organizations requiring completely separate operations or for two or more completely autonomous groups, who only have to occasionally work and communicate together through an interoperable mode of operation. Multiple algorithms also provide backward compatibility to subscribers. Subscribers with multiple algorithms can be shared with different infrastructures, which happen to use different encryption algorithms.

2.6.1.4 Distribution of Key Material

Delivering and updating encryption keys to a secure device will be done manually using the KVL 3000 Plus key loader. A key loader is a hand held portable device, which connects via a cable to a secure device. The key loader supplies the "encryption keys" needed to perform encrypt and decrypt operations properly.

2.6.1.5 Key Loader - KVL 3000 Plus

The KVL 3000 Plus is used to create, store and transfer encryption keys used by Motorola's secure products. The key loader acts as an enabler for all of Motorola's Secure Communications equipment by supplying the "encryption keys" needed to perform encrypt and decrypt operations. Once two or more devices have been given keys by the key loader, they can then communicate over a secure (encrypted) link.

2.6.1.6 Motorola Gold Elite Gateway (MGEG) Crypto Card

The Motorola Gold Elite Gateway (MGEG) Crypto Card provides encryption and decryption functions to the MGEG to allow secure dispatch.

2.7 MOSCAD SUBSYSTEM

The MOSCAD (Motorola SCADA - Supervisory Control and Data Acquisition) system is capable of monitoring a broad range of analog, digital and simple closure inputs. The elements included in the Radio System are described below.

2.7.1 MOSCAD NFM Server

The MOSCAD Network Fault Management (NFM) server adds the ability to display and log more detailed information on a variety of RF and non-RF site equipment, infrastructure/backbone network equipment as well as site environmental and security apparatus. It provides high-resolution graphics of devices connected to MOSCAD RTUs at sites within a zone. Information is presented in a hierarchical fashion that allows system operators easy access to overview or detailed equipment views.

2.7.2 MOSCAD Graphic Master Central

The MOSCAD Graphic Master Central (GMC) coupled with the MOSCAD RTU creates a fault management sub-system that provides additional capabilities beyond the required Full Vision offering. Detailed graphics and display logs allow more information to be displayed on devices monitored by the MOSCAD RTU. Geographic displays and "front panel" views of remote site equipment permit enhanced recognition of component problems and simplifies customer operator training. Custom graphics allow easy navigation from high-level geographical system view down to individual site details. Secure output control is available for many devices allowing for centralized reconfiguration. All events, alarms and control actions are time timed, stored in the appropriate files and can be printed for hard copy record keeping. History files allow for retrieval of information at all times.

The MOSCAD system is easily programmed and can be used to provide cost effective solutions to unique customer requirements such as antenna monitoring, redundant device management, special shut down procedures, etc. Although very useful for administration purposes, the MOSCAD GMC is intended for the more technical, detailed and "corrective action" purposes associated with the service maintenance aspects of operating and optimizing the ASTRO 25 communications system.

2.7.3 MOSCAD Remote Terminal Unit

The MOSCAD RTU will be located at the ASTRO 25 Master site, at the Barrister simulcast Prime site, and at each of the simulcast Remote sites to monitor equipment status. It will connect to the monitored device via serial port or I/O connections and will retrieve, hold alarm status, performance data and configuration data from the monitored devices. The MOSCAD RTU will report status information gathered from the different devices and I/Os to appropriately registered managers, ASTRO P25 Fault Management or MOSCAD GMC.

The NFM RTU will be the default RTU for systems. It consists of a single chassis housed in a 1-rack unit 19" rack mount, available in two configurations. The multiport model provides 6 RS232 ports, which may be used to connect to on site serial devices. The I/O model provides up to 48 digital inputs plus 8 analog inputs and 16 digital outputs along with 2 RS 232 ports. Units may be serially linked together to increase the capacity when required. The MOSCAD RTU is used to provide detail information on field site devices/equipment such as Microwave radios, Channel Banks, GPS receivers, and other site support equipment.

2.8 HIGH PERFORMANCE DATA

2.8.1 Proposed Solution – Technology Overview

To meet the need for a wide area wireless data solution, Motorola has proposed the High Performance Data (HPD) technology. The HPD technology offers high bit rates in standard 25 kHz channels within the 700 and 800 MHz bands. To meet the requirements for mission critical data service, HPD offers significant advantages in the key areas of coverage, throughput, and standards.

2.9 THE HPD COVERAGE ADVANTAGE

Motorola has designed HPD to offer coverage that is approximately equivalent to typical voice coverage. Although this is a very aggressive coverage goal when considering the much faster bit rates that HPD is capable of (96,000 bits per second), Motorola recognizes the value of maximizing coverage to keep site costs as low as possible. For example, if an increase in data speed results in losing half of the range

from a given site, then the coverage area is theoretically reduced by 75% and the system would require four times as many base sites to provide coverage that would be equivalent to that of the lower bit rate.

With all things considered equal, physics dictates that for a given channel bandwidth the coverage decreases as the bit rate increases. If the transmit power of base stations and mobiles could be increased, the lost coverage could potentially be recovered; however, the FCC limits transmit power to control noise and interference within any given band. Therefore, power cannot be increased indefinitely to address the issue and other methods of maintaining coverage are required.

To maximize potential coverage, HPD technology implements several key features:

Advanced modulation technique

There is a fundamental tradeoff in communication systems with the use of simple versus more complex transmitters and receivers. Simple hardware can be used in transmitters and receivers to communicate information. However, to increase the bit rate while continuing to use the simpler hardware, more spectrum is required to maintain the same level of coverage performance. Since the spectrum is limited by the bandwidth of the channel, the only option is to suffer coverage degradation. Alternatively, more complex transmitters and receivers can be used to transmit higher bit rates while remaining within the channel's bandwidth limitation. This transition to more and more spectrally efficient transmission techniques requires more complex hardware and is the market trend considering the limited spectrum available today.

In the past, traditional wireless data networks used Frequency Shift Keying (FSK) modulation, which requires simple hardware and is very easy to implement. As an example, Motorola's RD-LAP protocol used a 4-Level FSK modulation to achieve a bit rate of 19.2 kbps in a 25 kHz channel. To achieve higher rates than 19.2 kbps, higher order FSK modulations are required such as 8-FSK, or 16-FSK. The problem with FSK is that the modulation decreases significantly in bandwidth efficiency as the modulation order is increased. With this in mind, HPD was designed using a multilevel Quadrature Amplitude Modulation (QAM) method that achieves a high bit rate using limited bandwidth available. HPD incorporates the use of three QAM formats and automatically adapts between these 3 modulation levels which are QPSK (4-QAM), 16-QAM, and 64-QAM.

Further worth noting, both QAM and QPSK modulation techniques are used by IEEE 802.11 (Wi-Fi*), IEEE 802.16 (WiMAX*) and 3G (WCDMA/HSDPA) wireless technologies. The use of adaptive modulation allows wireless technologies to optimize throughput, yielding higher throughputs while also covering long distances. The HPD technology is designed to also achieve these critical goals.

Adaptive modulation

The use of adaptive modulation allows a wireless system to choose the highest order modulation depending on the channel conditions. As the range increases or the channel conditions become more challenging, the modulation automatically adapts down to lower order modulations, such as 16-QAM or QPSK, to maintain coverage. However, in good signal conditions the higher order modulations, 64-QAM or 16-QAM, are used for increased throughput. With the use of adaptive modulation, the system is enabled to better overcome the loss of coverage that is experience with fixed modulation rate systems.

HPD offers bit rates up to 96,000 bits per second (bps). At such a high rate, coverage will be reduced as physical law dictates; however, HPD has the ability to automatically adapt to lower rates of 64,000 bps (16-QAM) and 32,000 bps (QPSK) as required to insure that coverage is extended into weaker signal areas.

Advanced forward error correction

Channel coding is the best method for transmitting information with fewer errors in weak signal environments. Stronger forward error correction (FEC) coding has the ability to extend coverage beyond the ability of a weaker code. In the past, common codes such as Reed-Solomon, Trellis, and Viterbi have been used as methods for achieving FEC. In 1993, a major advancement in coding, internationally known as Turbo coding, was introduced. Turbo coding enables data communications to come very close to the theoretical limits of a channel, offering significant benefit in coverage performance.

HPD incorporates Turbo coding as a state-of-the-art method for achieving forward error correction (FEC). In weaker signal areas where receive errors tend to be the highest, this strong FEC method offers the potential of correcting errors that would otherwise have been uncorrectable with weaker algorithms. Thus, the HPD method enables potential coverage in areas that would have failed due to excessive errors.

Diversity receive capability

The standard HPD configuration supports two receive paths on each base station to mitigate fading effects that are common to RF environments. With this approach, two receive antennas are used to capture signals from two spatially different locations on the same tower at a given base site. If one antenna experiences a deep fade but the other captures signal with reasonable quality, the received signal can still be successfully decoded. This method has been proven to provide significant coverage benefits in non-line of site coverage areas.

Efficient retry method

It is a known fact that larger messages have a lower probability of being successfully received in comparison to shorter messages. When a message transmission fails in many systems, the entire message is retransmitted and there is no reduction in message size. HPD offers a retry method that retransmits only the portions of a message that have errors rather than retransmitting the entire message. Using this approach, the retried message will be smaller. This approach offers a higher probability of a message being received and ultimately results in improved coverage and throughput.

This method, known as Selective Automatic Repeat Request (SARQ), has been implemented in HPD and is also the method approved by APCO in the P25 wireless data standard.

High speed vehicle support

In mission critical systems, the ability to support data communications with vehicles moving at high rates of speed is mandatory. With this requirement in mind, HPD was designed to maintain data integrity and reliability at vehicle speeds up to 120 miles per hour.

Non-line of sight operation

The HPD offering incorporates the use of a land mobile radio variant of Orthogonal Frequency Division Multiplexing (OFDM) as a critical performance enhancing technology. As the symbol rate for a given channel bandwidth increases, the performance degradation due to multipath delay spread also increases. In the mobile environment, the transmitted signals take many different paths before arriving at a receiver. These paths include reflections off of buildings, cars, mountains, and many other objects. This is referred to as multi-path. Because multiple reflections of the transmitted signal arrive at the receiver at different times, this results in intersymbol interference (or signals "walking on top of each other") which the receiver many times cannot sort out. As the symbol rate increases, multipath interference becomes a greater concern and results in significant coverage loss if not effectively mitigated. OFDM is a well-known technique for combating multipath that has only recently become practical for commercial applications.

OFDM has recently provided significant performance improvements in the wireless LAN market for the 802.11a standard as opposed to the single carrier direct sequence CDMA physical layer of 802.11b. OFDM can provide the same benefits to wide-area land mobile radio networks as it does for the local area networks. The basic idea of OFDM is to divide the available channel (25 kHz in this case of HPD) into many sub-channels. Rather than transmit data using a single frequency carrier, each sub-channel has a sub-carrier that transmits a significantly lower symbol rate signal. In essence, the transmitted signal is a collection of many lower rate signals that when combined together in the receiver result in a high data rate. Using this OFDM method, the

multipath effect is mitigated through the transmission of the slower symbol rates on the sub-carriers.

In short, OFDM is a robust and efficient method for providing non line of sight wireless access in the HPD system. The straightforward way it combats multipath, the high spectral efficiency it provides, and the multiple access efficiency it enables are well suited for providing higher data rates to multiple users without significant coverage penalties.

Improved receive sensitivity

In the digital modulation world, detection is the process by which a receiver attempts to determine what information was actually transmitted. For FSK modulation, a simple non-coherent receiver is typically used because the detection process makes decisions based on one dimension, which are shifts in frequency. For QAM modulation, a more complex coherent receiver is used in the detection process to make decisions based on two dimensions, amplitude and phase. Adding another dimension to the process further improves the sensitivity of the receiver which results in increased coverage performance.

Along with the use of QAM modulation, HPD uses coherent modulation methods that bring this added coverage advantage.

Efficient Frequency Reuse

HPD is designed to allow the reuse of frequencies to cover large geographic areas. HPD can be deployed in a cellular-like fashion using as few as 7 channels in a repeating pattern. This gives HPD the flexibility to be deployed over small city areas, large counties, or even state-wide regions using only 7 channels to achieve the required coverage.

Transmitted Power Control

HPD has implemented a method for automatic adjustment of transmit power by mobile units. This enables the mobile units to achieve the required quality of transmitted signal using the minimum required radiated power. Transmitter power control helps to minimize interference levels within the channel, thereby enabling coverage benefits through interference reduction.

For the coverage advantage, HPD implements several technological advancements that position HPD as a highly reliable wide area wireless technology that offers coverage equivalent to Project 25 voice and data coverage, however, at significantly higher bit rates.

2.10 THE HPD THROUGHPUT ADVANTAGE

Motorola's objective is to satisfy two conflicting goals, which are maximizing coverage and maximizing throughput. The actual realized throughput and capacity limits in any given system will be a factor of several variables. Such variables include site density, load distribution across system resources, service area reliability, antenna system design, application profiles, full/half duplex device operation, and more. Because there are so many variables that define the throughput and ultimate capacity of a system, Motorola would be amiss to state such levels without a complete system design in place. However, Motorola has invested significant resources in developing the HPD technology to insure that greater throughput levels are achieved in any design scenario.

To maximize throughput, some of the key features offered by HPD include:

Fastest over-the-air rate

HPD offers a maximum bit rate of 96,000 bits per second, the fastest rate commercially available in 25 kHz channel bandwidths and a rate that only Motorola has achieved to date. Even at the lower rates of 64,000 and 32,000 bits per second, HPD offers significant speed advantages over many competitive offerings. Motorola anticipates the average channel bit rate to exceed 64,000 bits per second in most implementations.

Adaptive coding

Although forward error correction (FEC) coding is necessary to achieve coverage goals, FEC comes at a price in the form of overhead bits in each data transmission. To minimize the impact of this overhead, HPD includes a methodology for controlling the amount of overhead used for forward error correction (FEC). For the strongest error correcting capability in weaker signal areas or for critical portions of the data stream, HPD automatically varies FEC coding rates between 1/2 and 2/3 as required by current channel conditions. With less FEC overhead, user data throughput is increased; however, if more FEC strength is required to deliver a message, HPD is able to make the adjustment to prevent further retries of a message, which also conserves channel capacity.

Advanced multi-access

HPD provides an extremely efficient method for supporting multiple users on a single channel. The HPD approach uses a reservation method to prevent users from transmitting messages simultaneously which result in failed transmissions and, ultimately, wasted channel capacity.

The HPD method implements a reservation based method using slotted-Aloha for controlling access to the inbound channel. Using this method, the transmission of data, acknowledgements, and even retries occur in reserved time slots so that there is no threat of collision. Small time slots are provided for requesting access to the channel, or in other words, making the reservation. These smaller time slots are the only time that contention (or collisions of messages) can occur. Overall, channel access efficiency is greatly improved which increases the potential data throughput on a channel.

Efficient retry method

HPD's approach to retries also enhances throughput capability. If retried messages are smaller and contain only the portions of the original message that fail, then the channel resources are not burdened with repeat data that has been successfully received. In this regard, more of the channel is freed up to support other data and ultimately the channel capacity is improved. In many systems, retransmissions include the entire message and there is no capacity benefit.

From a user perspective, response times are often longer when operating in weaker signal areas where retries are common. The time between retransmissions of messages often varies from 2 to 4 or more seconds in many deployed wireless systems. With HPD, the average time between retries is on the order of 500 milliseconds, resulting in faster response times even in fringe areas of coverage.

Data Optimized

HPD has been optimized as a narrowband packet switched data service. In most systems supporting voice and data services over the same channel space, voice conversations are typically given priority while data transmissions are queued for future delivery. As voice traffic increases in these systems, data throughput decreases and can be severely limited during peak hours of operation. HPD is dedicated to data service and unaffected by voice traffic so that mission critical data transmissions are prioritized at all times and data throughput potential is not compromised.

Full duplex device operation

HPD supports full duplex device operation which enables the transmission and reception of data simultaneously. With full-duplex capability, the modem is able to send multiple data messages while waiting for acknowledgements. In a half duplex device, the device is transmitting, receiving, or switching between transmit and receive. As such, the throughput to a half duplex device is less than that available to a full duplex unit.

With the full-duplex capability built into HPD modems and the way HPD automatically schedules inbound ACKs and retries, support for common industry standard protocols such as TCP and HTTP is feasible.

Sliding window

HPD implements a sliding window protocol that permits a greater amount of channel throughput (70 – 80%) to be consumed by a single subscriber radio. The result is much greater throughput rates are available to individual users compared to a stop-n-wait protocol, which typically prohibits more than 30% of the channel throughput for a single user. With HPD, channel throughput is not wasted when it is available. However, the channel bandwidth reservation feature ensures that no single user can dominate channel resources when multiple users need to send data simultaneously.

For the throughput advantage, HPD implements several technological advancements that position HPD as an efficient, high throughput, packet data service for 25 kHz channels in the 700 MHz and 800 MHz bands.

2.11 THE HPD STANDARDS ADVANTAGE

Motorola understands the value of adhering to standards to protect financial investments, achieve interoperability, and to conform to other existing standards in common use. Motorola developed HPD with full consideration of standards and incorporated these key features:

Migratable

TIA902 is the standard defined by public safety users and industry leaders for wideband data in the 700 MHz band. As defined, TIA902 supports channel bandwidths of 50 kHz, 100 kHz, and 150 kHz. In support of this standard, 700 MHz and 800 MHz HPD modems can be software upgraded to the 50 kHz TIA 902 standard. The RF modems represent a large investment in a typical system deployment; thus, this migration path to the 700 MHz standard protects the initial investment.

Scalable

With the software migration from HPD to the TIA902 standard, the modem scales to a much higher performance level. While many HPD features are also contained in the TIA902 standard, there is a significant increase in available data rate. In a 50 kHz channel, TIA902 provides a maximum burst rate of 230,400 bits per second. In the transition from HPD to TIA902, the maximum RF efficiency increases from 3.8 bits per second per hertz to 4.6 bits per second per hertz. With all elements considered the potential throughput more than doubles.

Industry Standard IP Addressing

HPD supports industry standard IP addressing. With IP addressing, there are no proprietary interfaces to be implemented, saving development time and costs. Also, there is no middleware required for the purpose of IP tunneling or “IP enabling” the network.

On the network side of the system, network hosts interface to the HPD system in the same manner as a common network router to send IP datagram’s to mobile units. On the mobile client side, the client computer interfaces the HPD modem using the industry standard point-to-point protocol (PPP). The modem interface also utilizes 10BaseT Ethernet as opposed to the slower serial interface commonly used in narrowband networks.

TCP Compatible

Along with the Internet Protocol (IP), the Transmission Control Protocol (TCP) continues to be the best known and most widely deployed protocol used to communicate across interconnected LAN and WAN systems to support both custom and common applications such as electronic mail, terminal emulation, file transfer, and web browsing.

To meet this challenge, several key HPD design features make TCP support feasible. Key features include the ability to send multiple messages while waiting for ACKs (windowing), automatically scheduled ACKs and retries, reduced time between retries, and full-duplex modems.

Depending on the details of the system design, including all of the design variables, a single HPD channel will provide excellent data throughput. With the advancements, efficiencies, enhancements, and standards built into the HPD technology, Motorola is positioning HPD has a standards-based, high-coverage, high-capacity wide area solution for 25 kHz channels.

2.12 CUSTOMER NETWORK INTERFACE (CNI)

The Customer Network Interface (CNI) is the network that connects the HPD Network and the Customer Enterprise Network (CEN), where the data application servers will reside. The CNI will be located at the Central Lane Communications facilities. This ASTRO network will also will be the central hub for all HPD operations.

Since the CEN is administered independently from the Radio Network, Motorola must coordinate the IP address space to be allocated for the different networks. Motorola will provide the IP addresses belonging to the HPD network and will recommend IP addresses to be used for the CEN.

Border routers are used to connect to the CEN to the HPD network. One side of the border router provides an interface with the CEN while the other side of the border router attaches to a peripheral network to interface with the Gateway GPRS Support Node (GGSN) router on the edge of the radio network.

The intermediate network segment connecting the HPD system to the CEN is referred to as a demilitarized zone (DMZ). The DMZ functions to provide a separation of addresses in each network, and creates a safe meeting place between the two networks. The addresses inside the DMZ subnet are used only for linking the networks, and are not advertised outside the DMZ boundary. A server or client knows an address to enter the DMZ, but is not exposed to either DMZ subnet addresses or addresses in the target network. The Network Address Translation (NAT) functions (at each network's router) hide the internal addresses of each network from the other.

Address assignment and coordination within both the CEN and the DMZ subnets are customer defined; however, due to security and performance considerations Motorola will assign addresses belonging to the HPD system network.

2.12.1 Gateway GPRS Service Node (GGSN)

The Gateway GPRS Support Node (GGSN) is a special purpose router that provides various services in support of HPD data operation. Among those are separation of IP address spaces between the HPD radio system network and external customer networks, DHCP address management, and tunneling of radio system datagram's into and out of customer networks.

The device is used in the HPD system to provide connectivity between the HPD radio system network and other enterprise networks. It is used to "tunnel" datagram's from the enterprise network to the PDG, which ultimately passes the datagram on to a specified subscriber unit operating on the "closed" Motorola radio network. A GGSN does the following:

- Isolates the Motorola radio network IP address plan from the IP plans of any CENs to which it enables a connection.
- Supports DHCP services.

2.12.1.1 Packet Data Gateway

(PDG)

The Packet Data Gateway (PDG) is made up of two separate functional elements – a Radio Network Gateway (RNG) and a Packet Data Router (PDR). The PDG interfaces between the GGSN and the Motorola Radio Network.

Packet Data Router

The PDR interfaces with the GGSN and controls the routing of data messages between the serving RNG and the GGSN. Additionally, the PDR maintains a database of data-capable subscriber units (SU).

The PDR provides a packet data “home” for all SUs that have been Home Zone mapped to that zone for data operation. It sends packets to, and receives packets from the RNG. It also operates with the GGSN to terminate the HPD system’s IP address space and provide address translation between the HPD system’s IP network and external “customer” networks.

The PDR is responsible for managing data context activation and deactivation. That is, the PDR manages the process of establishing data services and connections for all active SUs. It authorizes and approves context activations by validating provisioning from the network management subsystem against the specified request from the SU. The PDR also determines when context deactivation for an SU is needed. Context deactivation may occur for the following reasons:

- Deactivation of context with the GGSN
- Loss of contact with RNG
- Change or deletion of SU provisioning information

Radio Network Gateway (RNG)

The RNG is the second of two components within the Packet Data Gateway (PDG). This component interfaces between the Packet Data Router (PDR) and the Subscribers in its own zone.

The RNG in a zone provides a link layer termination point for all the sites in that same zone. The sites and the RNG route data packets over the infrastructure links between remote and master sites in the zone. The RNG receives packets from, and sends packets to, any of the PDRs in the system (that is, PDRs in the same or even other zones). The RNG also holds records of all subscriber units currently affiliated with sites in its zone, acting as the visitor location register (VLR) for data.

The RNG maintains a database of context activated SUs registered in its zone, which is based on actual SU location. SU mobility is tracked on a site-by-site basis. Location information is updated via a mobility “push” from the zone controller (ZC). Additionally, the RNG queries the ZC’s VLR to verify SU location.

The RNG is responsible for processing and routing data messages. Processing entails breaking down the data message and formatting it into message blocks (CAI format)

compatible for over-the-air transfer. The RNG then routes to the appropriate destination device (outbound to the site controller and inbound to the PDR). The RNG performs error checking of all inbound messages that SUs have formatted for over-the-air transfer. After processing, the RNG forwards the message to the PDR.

2.12.1.2 Zone Controller

For data activity, the Zone Controller (ZC) is responsible for managing mobility information. This is the same zone controller that is also used to support voice operations.

The ZC provides mobility information in the form of “mobility pushes” to the PDR component of the PDG. The PDR uses this information to keep the data system in sync with current SU mobility status. Information that the ZC provides indicates an SU’s activity with respect to registration, deregistration, site roaming, and zone roaming. Note that mobility “pushes” occur on every ZC mobility update.

2.12.1.3 Network Management

The Network Management (NM) suite previously defined to support voice operations is the same NM suite used for the HPD portion of the system. Thus, the entire voice and data solution is managed from the same set of NM applications. The suite includes the ability to perform diagnostics, provision subscriber units, monitor system components, obtain statistical information, configure and control network elements, and monitor system faults.

2.12.1.4 Mobile Subscriber Unit

Motorola has proposed the HPD 1000 radio modem as the mobile subscriber unit for wireless data services. The HPD 1000 combines the radio and modem function into a single device. Refer to Figure 1.

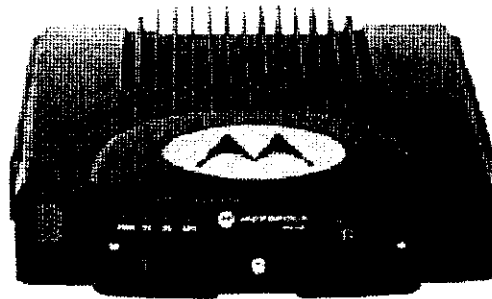


Figure 1 HPD 1000 vehicle modem.

The HPD 1000 supports the mobile computing device through an industry standard PPP connection, which the application will use to exchange IP datagram's with the application server within the customer enterprise network. The PPP connection is physically supported via USB 2.0 connection. Alternatively, an Ethernet connection is available on the HPD 1000 to support a PPP over Ethernet (PPPoE) connection.

To initiate service on the HPD network, the mobile registers for packet data service through a process known as context activation. This process is always triggered from the subscriber end of the system when the user begins a data session.

The HPD 1000 is a full duplex device that includes the full HPD feature set, including adaptive modulation, forward error correction (FEC), interleaving, selective ARQ, adaptive FEC code rates, reservation based slotted-Aloha contention control, a land mobile variant of OFDM, and more.

2.13 DEFINITIONS AND ACRONYMS

2.13.1 Definitions

ASTRO[®]25 — refers to Motorola's Project 25 compliant, digital radio communications system solutions. ASTRO[®]25 trunking systems utilize a 9600 baud control channel, 12.5 kHz channels and the IMBE vocoder.

2.13.2 Acronyms and Abbreviations

AEB	Ambassador Electronics Bank (Ambassador Switch)
ATIA	Air Traffic Information Access
ATM	Asynchronous Transfer Mode
ATR	Air Traffic Router
CAI	Common Air Interface
CEB	Central Electronics Bank
DCS	Digital Cross Connect Switch
FVS	Full Vision INM Server
GMC	Graphic Master Central
GPRS	General Packet Radio Service or General Packet Radio System
GGSN	GPRS Gateway Support Node
GUI	Graphical User Interface
GUI	High Performance Data
IMBE	Improved Multi-Band Excitation
INM	Full Vision Integrated Network Manager
IP	Internet Protocol
LAN	Local Area Network
MGEG	Motorola Gold Elite Gateway
NFM	Network Fault Management (NFM)
NMS	Network Management System
NTP	Network Time Protocol
PBX	Public Business Exchange

PDG	Packet Data Gateway
PSTN	Public Switched Telephone Network
RCM	Radio Control Manager
RTU	Remote Terminal Unit (MOSCAD alarm and control)
SNMP	Simple Network Management Protocol
SRU	Premisys (TeNSr) Sub Rate Unit
SSS	System Statistics Server
TeNSr	Telecommunications Network Server (Premisys Channel Bank)
UCS	User Configuration Server
ZC	Zone Controller
ZDS	Zone Database Server
ZSS	Zone Statistics Server

MICROWAVE SITES	Links to
Bennett Butte*	<ul style="list-style-type: none"> •Four Mile •Signal Tree •Coos System
Blanton Heights*	<ul style="list-style-type: none"> •Prairie •Lane System •OWIN
Four Mile	<ul style="list-style-type: none"> •Bennett •Stone Butte
Corvallis Public Works	<ul style="list-style-type: none"> •Washburn •BCSO
Harness	<ul style="list-style-type: none"> •Nebo
Herman	<ul style="list-style-type: none"> •Prairie
Linn 911 Center*	<ul style="list-style-type: none"> •Washburn
Prairie Peak	<ul style="list-style-type: none"> •Blanton •Herman
Signal Tree	<ul style="list-style-type: none"> •Bennett •Starveout
Starveout	<ul style="list-style-type: none"> •Signal Tree •OWIN
Stone Butte	<ul style="list-style-type: none"> • Four Mile • Grizzly (OWIN)
Washburn*	<ul style="list-style-type: none"> •Linn 911 Center •Corvallis Public Works •OWIN
Roxy Ann	<ul style="list-style-type: none"> •OWIN •Josephine System (via Jackson)
Red	<ul style="list-style-type: none"> •OWIN •Douglas County

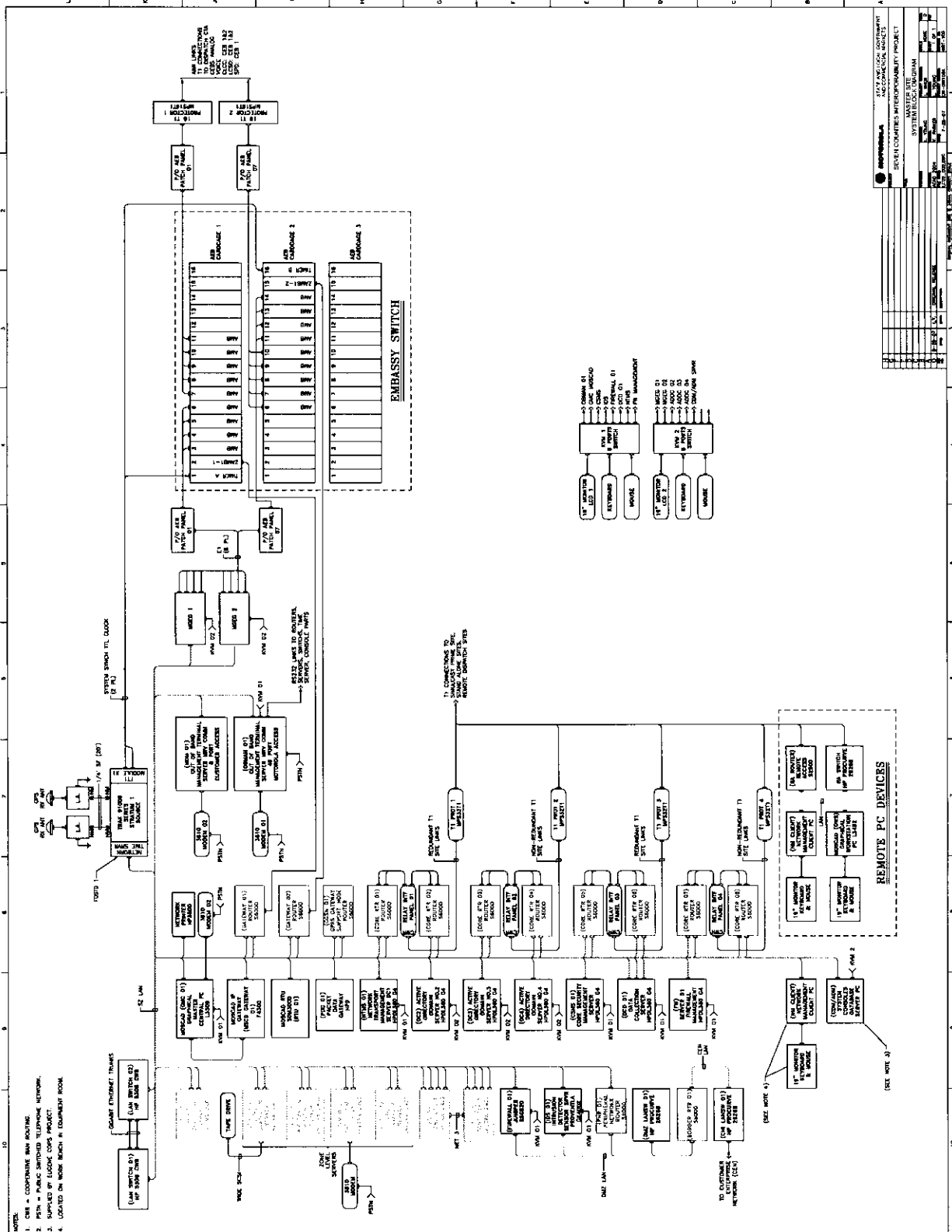
Blanton - VCALL Prime Site*	•Lane System •OWIN
Bear	•OWIN
Blue Ridge*	•Coos System •OWIN
Cape Blanco*	•Josephene System Jackson System •OWIN
Grizzly	•Curry System •OWIN
Herman*	•Prairie •OWIN
Rose Mt.	•Douglas System •OWIN
Sexton	•Lane System •OWIN
Washburn*	•OWIN

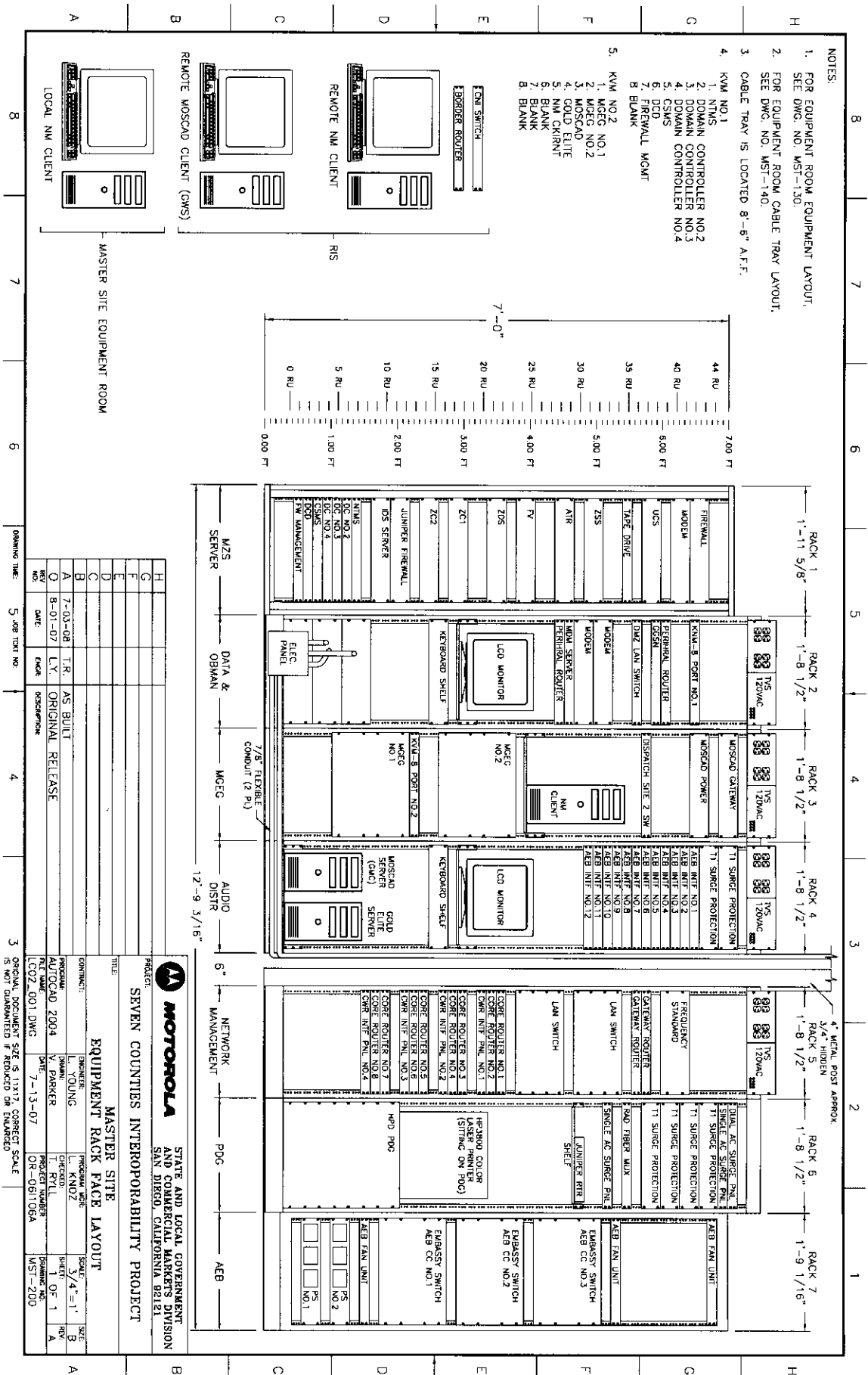
CENTERS	Links to
Coos CSO	•Coquille Cel - Blue Ridge - Shutter Creek
Curry CSO	• Grizzly - Cape Blanco
Douglas CJC	• Rose - Canyon - Red
Josephine CSO	• Dollar - Sexton - Elk - Roxy ann
Lane CSO	• Blanton
Linn 911 Center*	• Washburn

Benton CSO	•Washburn
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MICROWAVE UPGRADE	Links to
Bennett Butte*	•Blue Ridge •Coquille Cell •Slide Creek
Blue Ridge*	•Slide Creek
Coquille Cell	•CCSO •Bennett
Slide Creek	•Blue Ridge •Bennett Butte
Cape Blanco*	•Grizzly
Grizzly	•Cape Blanco
Rose Mt.	•OWIN •Douglas County Dispatch

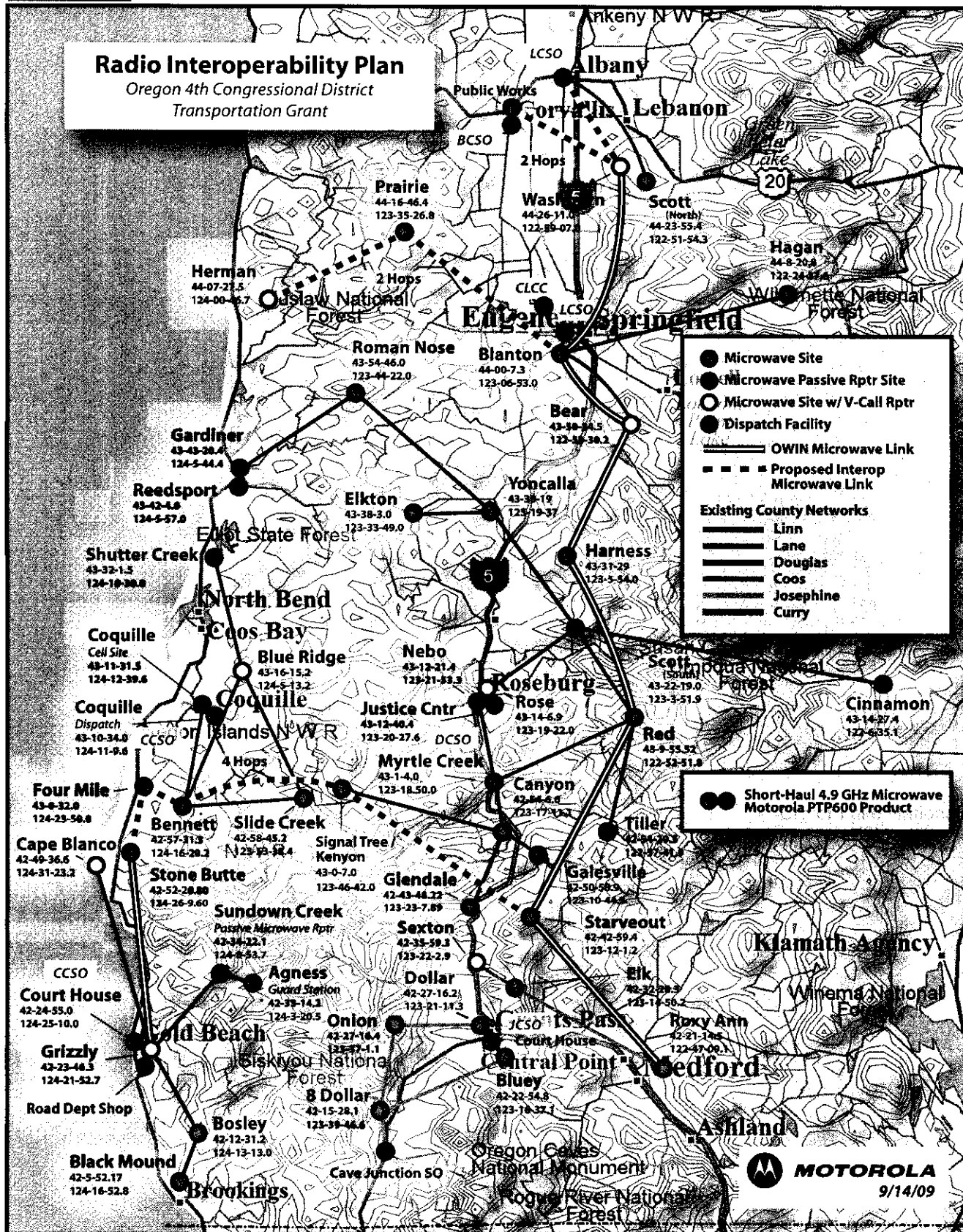
OTHER	
Central Lane CC	•P25 Master Site





Radio Interoperability Plan

Oregon 4th Congressional District
Transportation Grant



Data use subject to license.

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MN (16.2° E)

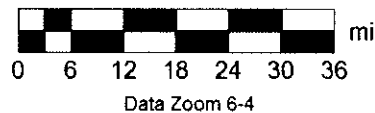


EXHIBIT 2

7-COUNTY REGIONAL INTEROPERABLE RADIO SYSTEM Operating Agreement #1 Re: MOTOROLA EQUIPMENT/SOFTWARE AT COUNTIES' SITES Ordering, Installing, Testing, and Warranty Services

The following duties and responsibilities shall be assumed by each Member County of the 7-County Regional Interoperable Radio System. These duties and responsibilities are required in order to meet Motorola's terms to provide, test, and warrant the interoperable system. This operating agreement is also intended to provide clarification for each County as to County-specific requirements and Executive Authority duties and requirements.

Status: Benton, Coos, Curry, Douglas, Josephine, Lane and Linn counties agreed through an IGA to have an interoperable radio system with Lane County currently serving as Executive Authority. Federal funding was obtained to establish the System. Sites have been identified in each of the seven counties. Motorola equipment, including software has been purchased. Motorola has begun and will continue to install this equipment at sites throughout the counties. The equipment will be tested before it can be used. After successful testing, Motorola will provide maintenance services through the ninety day warranty period.

Duties and Responsibilities of Each County

Each county shall:

1. Designate a project manager to be a point of contact for Motorola for purposes of accessing sites to install, test, and maintain equipment, including software through the warranty period.
2. During the absence of a county project manager, that county will designate another county representative to act as project manager, and provide contact information to Motorola and the Executive Authority in advance.
3. Prepare selected sites in each county for receiving the Motorola equipment – including reasonably adequate physical space, air conditioning, electrical power outlets, other environmental conditions, telephone or other communication lines, and electrical grounding system.
4. Provide Motorola access to each of the sites in order to install, test and maintain equipment. Each county should arrange for any necessary permits, zoning variances, licenses or other approvals necessary for Motorola to install, test and maintain equipment.

5. Provide Motorola with any applicable safety and security rules and policies related to the site, including but not limited to those of the county and the Sheriff's Office.
6. Prior to installation, confirm receipt of the proper equipment and software with the Executive Authority, and not allow installation of equipment software which does not belong at the site.
7. There is an agreed upon performance schedule with Motorola. Each county has responsibility to work with Motorola within that performance schedule to timely provide acceptable and accessible sites.
8. Promptly notify the Executive Authority of any potential need to reschedule any installation or testing activity, providing reasons for such delay.
9. Upon request, provide assistance to the Executive Authority related to identification of equipment, software, incidental hardware and materials for purposes of ordering, installing and timely meeting the performance schedules of Motorola.
10. Partner counties agree not to request or agree to any changes to the work, equipment, software, costs, or contract rights or obligations with Motorola without prior agreement from the Executive Authority.
11. Upon request of Motorola or the Executive Authority, perform the work necessary to test the equipment, including software after installed and promptly notify the Executive Authority of the details of any failures or inadequacies in performance and of successful completion of those tests. Each county agrees not to begin operating or using any equipment until after the Executive Authority notifies it that it may begin use.
12. Follow the warranty service procedures supplied to the County by the Executive Authority for making warranty claims during the applicable warranty period. Any freight costs to ship equipment to the repair depot will be paid by the county who possesses the equipment, and reimbursed by the Executive Authority. If Motorola fails to correct any covered defects or replace the equipment or software with the same or a functionally and technically equivalent product, that county will notify the Executive Authority.
13. Advise the Executive Authority of any dispute with Motorola. After coordination with the Executive Authority, attempt to settle or assist the Executive Authority in attempting to settle any dispute with respect to equipment, software, materials or services at the project manager level and in the spirit of mutual cooperation. Notify the Executive Authority if any dispute is resolved. If the

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dispute is unresolved at the project manager level, notify the Executive Authority and assist and cooperate with the Executive Authority in resolving the dispute.

14. Cooperate with the Executive Authority in the event of litigation with Motorola regarding equipment, software, materials or services provided within that respective county.

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EXHIBIT 3
NOTICES

Chair
Board of County Commissioners
Benton County, Oregon
Benton Plaza Building
408 SW Monroe Avenue
Suite 111, Mezzanine Level
Corvallis, Oregon 97333

Sheriff
Benton County Sheriff's Office
408 SW Monroe Avenue
Suite 111, Mezzanine Level
Corvallis, Oregon 97333

Chair
Board of County Commissioners
Coos County, Oregon
250 N. Baxter
Coquille, OR 97423

Sheriff
Coos County Sheriff's Office
250 N. Baxter
Coquille, OR 97423

Chair
Board of County Commissioners
Curry County, Oregon
Curry County Courthouse
Post Office Box 746
Gold Beach, Oregon 97444

Sheriff
Curry County Sheriff's Office
29832 Ellensburg Avenue
Gold Beach, OR 97444

Chair
Board of County Commissioners
Douglas County, Oregon
Douglas County Courthouse
1036 SE Douglas Avenue
Roseburg, OR 97470

Sheriff
Douglas County Sheriff's Office
Justice Building
1036 SE Douglas Avenue
Roseburg, OR 97470

Chair
Board of County Commissioners
Josephine County, Oregon
Josephine County Courthouse
500 NW 6th Street Dept. 6
Grants Pass, OR 97526

Sheriff
Josephine County Sheriff's Office
601 NW 5th St.
Grants Pass, OR 97526

Chair
Board of County Commissioners
Lane County, Oregon
125 East 8th Avenue
Eugene, OR 97401

Sheriff
Lane County Sheriff's Office
125 E. 8th Avenue
Eugene, OR 97401

Chair
Board of County Commissioners
Linn County, Oregon
300 SW 4TH AVE
PO BOX 100
Albany, OR 97321

Sheriff
Linn County Sheriff's Office
1115 Jackson St SE
Albany, OR 97322

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Adoption of Rules of Conduct for Board Meetings**AGENDA DATE^a:** 04/05/2017 **DEPARTMENT:** Commissioners **TIME NEEDED:** 25min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** JHutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 03/29/2017**BRIEF BACKGROUND OR NOTE^b:** The Rules of Conduct have been reviewed by the Board with direction to present for consideration of adoption at a public meeting.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Memorandum

(2)Order, Rules, Exhibit and Protocol

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:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Establishes enforceable rules of conduct for commissioner meetings**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



MEMORANDUM

FROM John R. Huttl, Curry County Counsel

TO Board of Commissioners

RE: Decorum Rules and Enforcement

DATE: March 22, 2017

Summary

This memorandum describes Rules of Decorum for Board of Commissioner Meetings and enforcement thereof. It recommends adopting such rules and uniformly applying them.

The rules propose reasonable viewpoint-neutral, time, place and manner restrictions on expression as allowed under the laws and constitutions of the United States and Oregon.

Rules are enforced by the Chair or the Board, with options ranging from warnings, to censure, to citation and fine, to physical removal from meetings. Enforcement options are not sequential and may be administered by the Chair or the Board to fit the circumstances.

Discussion

I. Powers and Limitations of Local Government to Restrict Speech in Public Meetings

The Oregon Constitution guarantees persons the right to freedom of expression and peaceful assembly, and the United States Constitution guarantees persons the right to freedom of speech and freedom to address their elected officials.

The general rule is that persons enjoy those rights even in government meetings, subject to reasonable viewpoint-neutral time place and manner restrictions. In order to conduct business, governments are allowed to adopt – and enforce to the point of arrest – such restrictions on expression and assembly.

The rules can be adopted to apply to members of the Board and other elected officials.

II. Case Examples of Rule Application and Enforcement

A. Rules Can Apply to Members of the Deliberative Body

In *Olasz v Welsh*, 547 F3d 187 (3d Cir 2008), Olasz was a member of the local government and Welsh was the Chair. Welsh had Olasz removed from a meeting and criminal charges were initiated against Olasz for his conduct. The criminal charges were dismissed and Olasz sued Welsh and the local government for violations of his Constitutional rights.

The facts were that Olasz admitted to speaking loudly at meetings so he could be heard over the Chair who used his gavel to declare Olasz out of order. Olasz was called out of order "for being disruptive and/or not addressing agenda items[.]"

The United States District Court dismissed Olasz's case. In part, it explained that a local government does not have to tolerate

"allow[ing] a speaker to try to hijack the proceedings, or to filibuster them, [which] would impinge on the First Amendment rights of other would-be participants."

547 F3d at 188. (Citing Eichenlaub v. Township of Indiana, 385 F3d 274, 281 (3d Cir.2004)).

The United States Circuit Court for the Third Circuit affirmed the District Court.

To analyze the First Amendment claim, we addressed the issue of whether the "citizen's forum" portion of a city board of supervisors meeting was a public forum or a limited public forum. [Eichenlaub.] at 281. We noted that even the public discussion portion of the meeting was limited in scope to matters relating to the local government and that the meeting was not the equivalent of a traditional public forum such as a public street or park. Id. In light of the Supreme Court's determination that "'public bodies may confine their meetings to specified subject matter,'" id. (quoting City of Madison Joint School District v. Wisconsin Employment Relations Commission, 429 US 167, 175 n. 8, 97 SCt 421, 50 L.Ed.2d 376 (1976)), we reached the conclusion that "matters presented at a citizen's forum may be limited to issues germane to town government." Id.

547 F3d at 189. The Third Circuit adopted the reasoning in Eichenlaub. In that case,

Eichenlaub could not establish a First Amendment violation because restricting behavior that was "repetitive and truculent," and involved "repeatedly interrupt[ing] the chairman of the meeting," constituted "the sort of time, place, and manner regulation that passes muster under the most stringent scrutiny for a public forum." Id. We explained that to the extent the restrictions on the plaintiff's speech "were not strictly content-neutral, the chairman's actions served the function of confining the discussion to the purpose of the meeting," but we ultimately concluded that the restrictions imposed on the plaintiff derived from a "perfectly sustainable and content-neutral desire to prevent [the

plaintiff's] badgering, constant interruptions, and disregard for the rules of decorum." Id.

Olasz, 547 F3d at 189-90.

Further, the Third Circuit rejected Olasz's argument that "[t]he record of political and policy differences between Appellant and Appellee," gives rise to the inference that Welsh's actions constituted impermissible viewpoint-based regulation of Olasz's speech, and that Welsh's "constant 'out-of-order' rulings squelch free speech," and Welsh's "true motives are to silence" Olasz because of the political rivalry between the two men.

The Court held that the Chair's actions at the two Borough Council meetings to constrain Olasz's "badgering, constant interruptions, and disregard for the rules of decorum," were Constitutional. Olasz v Welsh, 547 F3d at 190-91.

B. Rules Apply to Members of the Public

1. Governing Body Prevails

In an Oregon case, Gigler v City of Klamath Falls, 21 Or App 753, 537 P2d 121 (1975),

The city council has a rule of procedure at council meetings that residents and property owners of the city will be heard at public meetings but restricted time can be allocated to them, because more people seek to talk than there is time for all to be heard as long as they wish. For the same reason it also provides that a nonresident of the city can be heard at a public hearing only after submitting a letter, asking to be heard, at least one week prior to the date of the hearing. This rule against nonresidents being heard can be relaxed at the pleasure of the council. Under the city charter the mayor has the responsibility of presiding at meetings and of enforcing the rules of the council.

* * *

During the hearing a Mr. Anklin arose to speak, announcing that he was a nonresident. The mayor cut him off, ruling him out of order. He made a sharp retort but sat down. At this point the plaintiff, Mr. Gigler, who had had previous experience with the rule against nonresidents being heard, arose and protested the ruling against Mr. Anklin according to his testimony:

'A (Mr. Gigler:) * * * 'Your Honor, Mayor, I felt that Mr. Anklin had the constitutional right to be heard. He was being denied his rights.'

'Q What did the Mayor say?

'A He said, 'You are out of order.' * * *

'* * *

'A The essence, 'You, too, are not a resident. You are out of order, and we surely at this time are not going to hear you.'

'Q What did you say next?

'A I believe it would reflect again in essence that I was not going to sit down, and I wanted this matter to be discussed.' (Emphasis supplied.)

He testified he

'* * * stood there, remained on my feet.

'* * *

'* * * I felt that there would be some help from the other Councilmen, and I would be able to further that particular facet of the meeting and bring up some discussion on this matter.

'Q So, you were going to stand there until someone came to your aid?

'A True * * *.

'Q Did anyone come to your aid?

'A No.

'* * *

'* * * I hadn't stood there for not more than two or three, four minutes what I might say an ass of myself. I stood there very meekly and kindly, waiting * * *.'

The evidence from Mr. Gigler and several other witnesses was that the mayor became quite angry when Mr. Gigler refused to accept the ruling and sit down, and that he vigorously pounded his gavel with the result that he knocked the head off it and it went flying across the room. (Some witnesses testified the mayor said something to the effect 'I'm going to get these Goddam muts out of here,' others were indefinite as to what, if anything, he said.) It is established, at least, that the mayor's temper and the public meeting were out of control, and that Mr. Gigler was standing his ground.

21 Or App 756-57.

The mayor then called a recess. Upon return from recess, Gigler and Anklin were still in attendance and sitting in the gallery. The mayor ordered them removed. Two police officers approached and asked the men to leave. Anklin left, but Gigler did not. The officers had to physically remove him and he resisted.

Plaintiff Gigler sued the City and the Mayor and the officers who arrested him. Plaintiff contended (1) the order against nonresidents being heard is unconstitutional; (2) the City committed malicious prosecution; (3) plaintiff was not disrupting a public meeting; (4) the police officers committed assault and battery; and (5) the City's actions constituted outrageous conduct.

The trial court dismissed his claims. It held that the local procedure for non-residents to speak was lawful; Gigler failed to make a case for malicious prosecution; Gigler disrupted a public meeting as a matter of law; no city official could be charged with assault and battery or outrageous conduct.

The Oregon Court of Appeals affirmed. It described the rationale of the United States Supreme Court when limiting Constitutional rights to freedom of speech.

'This means that the proponents of ideas cannot determine entirely for themselves the time and place and manner for the diffusion of knowledge or for their evangelism * * *.' Jones v. Opelika, 316 US 584, 594, 62 SCt 1231 1238,

86 LEd 1691, 141 ALR 514 (1942), Rev'd on other grounds, 319 US 103, 63 SCt 890, 87 LEd 1290 (1943).

Gigler, 21 Or App at 761.

2. Governing Body Loses

A more recent case from the United States Court of Appeals for the Ninth Circuit, Norse v Santa Cruz, 629 F3d 966, 969 (2010) held that a city council did violate the constitutional rights of an attendee when it arrested him because he made a brief, silent "Heil Hitler" salute to the city council. He sued alleging Constitutional violations, and the United States District Court dismissed his case. He appealed. While his appeal was pending, Norse again was ejected from another Santa Cruz City Council meeting and arrested, this time for whispering to another meeting attendee. Norse amended his complaint to challenge this ejection, as well.

The Court of Appeals said that the District Court erred when it dismissed Norse's case. In doing so, it relied on the case of White v. City of Norwalk, 900 F2d 1421 (9th Cir.1990).

The Norwalk case held that a city's "Rules of Decorum" are not facially over-broad where they only permit a presiding officer to eject an attendee for actually disturbing or impeding a meeting. Id. There must be an actual disturbance, and the public body or chair cannot act in a manner that discriminates against a viewpoint.

Courts will look at the subjective intent of the Chair or the Board in enforcing its rules to determine if it is acting in a viewpoint-neutral manner. The Norse Court explained:

A mayor's entitlement to qualified immunity for ejecting a person from a city council meeting "depends on whether a reasonable person in his position, acting on his information and motivated by his purpose, would have known that ejecting [the attendee] violated his clearly established rights." Hansen v. Bennett, 948 F2d 397, 400 (7th Cir1991) (emphasis added); see also Monteiro v. City of Elizabeth, 436 F3d 397, 404 (3d Cir2006) ("In cases in which a constitutional violation depends on evidence of a specific intent, it can never be objectively reasonable for a government official to act with the intent that is prohibited by law." (internal quotation marks omitted)). The DVDs show triable issues of fact as to whether Norse was impermissibly ejected because of his viewpoint rather than his alleged disruptiveness.

As the Seventh Circuit wrote in a very similar case,

[T]he defendants argue that their appeal cannot present a factual question because the record includes a tape recording and transcript of the city council meeting. As a result, the parties do not disagree about what [the attendee] said or did, what [the Mayor] said or did, or what generally transpired at the meeting. Be that as it may, the record does not enable us to determine the factual issue of [the Mayor]'s intent; we would need a transcript of his thoughts for that. In so holding, we are mindful that "[s]ummary judgment is not defeated merely because issues of motive or intent are involved." Jackson v.

Elrod, 881 F2d [441,] 443 [(7th Cir1989)]. We do not hold that [the Mayor]'s intent is metaphysically unknowable, but that there is a genuine factual dispute on the question.

Hansen, 948 F2d at 400.

Of course, different viewers of the tape may draw different conclusions, and that is precisely why summary judgment was inappropriate here – at the summary judgment stage, the non-moving party is entitled to have permissible inferences drawn in his or her favor.

Norse at 975-76

In City of Norwalk, we held that city council meetings, once open to public participation, are limited public forums. 900 F2d at 1425. A council can regulate not only the time, place, and manner of speech in a limited public forum, but also the content of speech – as long as content-based regulations are viewpoint neutral and enforced that way. Id.; see also Kindt v. Santa Monica Rent Control Bd., 67 F3d 266, 270-71 (9th Cir1995) ("[L]imitations on speech at [city council] meetings must be reasonable and viewpoint neutral...."); accord Steinburg v. Chesterfield Cnty. Planning Comm'n, 527 F3d 377, 385 (4th Cir 2008); Eichenlaub v. Twp. of Ind., 385 F3d 274, 281 (3d Cir 2004).

Norse, 629 F3d 975

In this case, the City argues that cities may define "disturbance" in any way they choose. * * * We must respectfully reject the City's attempt to engage us in doublespeak. Actual disruption means actual disruption. It does not mean constructive disruption, technical disruption, virtual disruption, nunc pro tunc disruption, or imaginary disruption. The City cannot define disruption so as to include non-disruption to invoke the aid of Norwalk.

Norse, 629 F3d at 976.

Putting all the above together, the rules must assist the timely and orderly conduct of County business. Enforcement is appropriate where persons actually disturb the ability to conduct county business. Disturbance can be: exceeding the time allotted for speakers, constantly interrupting speakers or the Board, or "hijacking" a meeting.

Recommendations

I recommend adopting reasonable viewpoint-neutral time place and manner rules to regulate County Board of Commissioner business. Attached are a sample Order, Rules and Exhibits.

John R. HuttI
Curry County Counsel

BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of Establishing)
Ground Rules for) ORDER NO. _____
Board of Commissioners Meetings)

WHEREAS, pursuant to ORS 203.230, Curry County Oregon has adopted an order transferring “all powers and duties of the county court and county judge to the board of county commissioners;” and

WHEREAS, pursuant to ORS 203.240, a board of county commissioners “shall have the powers and duties and be otherwise subject to the laws applicable to county courts sitting for the transaction of county business[,]” and “any reference in the statutes to the county court of that county shall be considered a reference to the board of county commissioners of the county[;]” and

WHEREAS, in county courts and judges have the inherent power of contempt as an historical exception to an individual’s constitutionally protected speech; and

Whereas, Curry County Ordinance 01-04 “Maintenance or Order and Decorum of Board of Commissioner Meetings” was adopted on March 19, 2001, establishing Article I, Division 7 of the Curry County Code; and

WHEREAS, pursuant to that order, the Curry County Code provides it is the duty of the Chair to maintain order and decorum in Board of Commissioner meetings; and

WHEREAS, the Ordinance 01-04 further provides grounds for removal of a person from a Board meeting to include but are not limited to:

Use of unreasonably loud or disruptive language;

Making loud or disruptive noise;

Engaging in violent or disruptive action;

Refusal to obey rules of conduct providing [sic: provided] within this division;

Refusal to obey a lawful order of the presiding officer or an order which has been approved by a majority of the Board; and

WHEREAS, Curry County Ordinance 00-04 adopted by the Board of Commissioners on August 21, 2000, and as amended by Ordinance 09-03 adopted July 6, 2009, allows the county to issue citations for violations of the Curry County Code, with maximum penalty as a Class A violation; and

WHEREAS, speakers and attendees at meetings of the Board of County Commissioners for Curry County have been disruptive in the following non-exclusive ways: using curse words when addressing the Board and upon exiting a meeting; addressing the Chair by his first name and demanding he look at the speaker; speaking without being recognized in disobedience to the Chair's orders and in excess of the time limits for speakers; disregarding the Chair's orders and dismissing the idea of being removed; and

WHEREAS, such conduct has resulted in actual disruption of County business, by interruptions, distractions and breaks in concentration such that the Board required unexpected additional time to re-focus on its business, and resulted in excessive length of Board meetings; business not being accomplished either due to lack of time, lack of energy, distraction; resultant errors, duplication of effort and other undesired effects; and

WHEREAS, such conduct has contributed to the lack of decorum generally followed in deliberative bodies and county courts, and the County needs to adopt rules to address actual disruption to County business; and

WHEREAS, the Board of County Commissioners of Curry County determines it is in the best interests of the County to establish these rules of order and decorum to address actual disruption to County business; thereby carrying out the purposes of ORS 203.010 (General Powers of County), ORS 203.035 (Powers of County Governing Body), ORS 203.230 (County Governing Body) and ORS 203.240 (Organization, Powers and Duties of Board), and Curry County Ordinance Number 01-04, and Ordinance Number 00-04 as amended.

NOW THEREFORE, it is hereby ORDERED:

The Rules of Decorum for Curry County Board of Commissioner Meetings (Rules of Decorum), attached hereto as Exhibit A, the Rules of Decorum Speaker Slip attached as Exhibit 1 thereto, and the Protocol for Speaking at Meetings – to be posted on the County website – attached hereto as Exhibit B, are hereby adopted.

It is further ORDERED

That said Rules of Decorum are intended to be viewpoint-neutral and otherwise permissible reasonable time place and manner regulations established to address actual disruptions and thereby allow the necessary functions of Board of Commissioner Meetings and for addressing the Board of Commissioners.

It is further ORDERED in the alternative

That said Rules of Decorum are adopted by the Board in its capacity as a County Court as an historical exception to protected expression under the United States and Oregon Constitutions.

///

///

It is further ORDERED

That should any part of this order or the accompanying rules and forms be declared invalid by a court of law, the other lawful terms shall survive.

Dated this ____th day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Susan Gold, Vice Chair

Court Boice, Commissioner

Approved as to form:

John HuttI
Curry County Counsel



Curry County Board of Commissioners

Rules of Decorum for Meetings

1. We will maintain professionalism and decorum at public meetings. As elected officials, we agree that representing the citizens of Curry County is a trust of the community worthy of professional and courteous behavior by all is the standard at every Board meeting. Standard rules of protocol for deliberative bodies will apply, and speakers shall be recognized the Chair before speaking.
2. We will practice and expect professional behavior at Board meetings. The Board recognizes that varying viewpoints are healthy for public discourse. Regardless of agreement between parties, polite behavior by all meeting participants is required. The Board agrees to listen with courtesy to Board meeting participants. Likewise meeting participants will be expected to act in a considerate manner. Deviations from this standard can be responded to in-kind.
3. We will practice efficient decision-making. The Board agrees Board meetings are for timely decision-making, action and votes. The Board agrees to move the question when discussion is repetitive. The Chair or Board can order cessation of repetitive and or cumulative commentary.
4. Board meetings shall last no more than two and a half hours unless extended by a majority decision of the Board.
5. We will listen to our citizens. The Board agrees that Curry County citizens must have an opportunity to address the subjects on a Board meeting agenda consistent with the Oregon regulations for public meeting participation, and the Oregon and United States Constitutions.
6. Because Board Workshops do not have an agenda item for Public Comments, comments from the public are not allowed at workshops, unless by consensus of the Board.

7. All persons, including staff, county public officers and elected officials, who have not prepared an internal Agenda Routing Slip, yet who wish to address the Board shall sign a speaker slip prior to the commencement of the meeting. The approved speaker slip is attached hereto as Exhibit 1, the provisions of which are incorporated herein by reference. The Board has provided public notice of this requirement by posting on the County's website, including this requirement on speaker slips, and through discussion at publicly-noticed workshops and meetings.
8. If a speaker slip is not completely filled out and signed in a timely and legible fashion, the person will not be allowed to address the Board unless approval by a majority of the Board.
9. Speakers will be limited to the three minutes unless extended by consensus of the Board for a specified additional time.
10. The public comment period of the Board meeting shall not exceed one-half hour except by motion and affirmative vote of the majority of the Board. Any such motion shall be to extend the public comment period by a specific amount of time.
11. Compliance with Curry County Code Article One, Division Seven – Maintenance of Order and Decorum of Board of Commissioners meetings. The Board agrees to comply with the directives of Article One, Division Seven to regulate actual disruptions to Board Meetings.
12. Persons who disrupt county business are subject to discipline, including but not limited to warning, censure, citation and fine, or ejection, as appropriate in the discretion of the Chair or Board. The Chair or the Board may recess or adjourn the meeting in its discretion.
13. Disruptions resulting in a fine imposed on a county elected or appointed official or employee shall not be paid from County funds.



CURRY COUNTY BOARD OF COMMISSIONERS PUBLIC MEETING SIGN IN COMMENT CARD

We welcome your comments.

Anyone wishing to make one 3-minute presentation about a Public hearing agenda item or any topic of concern under Public Comment must fill out this card, sign the bottom and give it to the Clerk prior to the start of the meeting. Only one card will be accepted per topic. This card must be signed in order to testify.

Name: _____

Address:(optional) _____

Agenda topic: _____

Rules for Public Comment

- Unless extended or limited by the Chairperson or Board, the maximum time is 3 minutes per person. You may not “yield time” to others.
- Comments are not allowed at workshops, unless allowed by consensus of the Board.
- Comments are not allowed on any pending land-use application except during stated public hearings on that issue.
- Comments must be about a matter on the Agenda public hearing section or “Public Comment” on a matter of County concern.
- Speakers shall conduct themselves with respect. The Board or Chair reserves the right to declare any comment containing profane, obscene, abusive, threatening or slanderous content as out of order.
- The County is not obligated to respond to questions to commissioners or staff during the Public Comment period.
- The Chair or the Board may enforce these rules by warning, censure, citation, or ejection from the meeting any person – including elected and appointed officials – who disrupts the meeting, by violating these rules or otherwise.

By signing this card, I agree to abide by the rules of the County Code prohibiting unreasonably loud or disruptive language or noises, engaging in violent or distracting action and refusal to obey the County rules of conduct and a lawful order of the presiding officer or a majority of the Board.

Your Signature



Protocol for Speaking at Commissioners' Meetings

(Please turn off cell phones and pagers)

Members of the public may address the presiding officer of the Board of Commissioners under Citizen's Comments. Because Board Workshops do not have an agenda item for Citizen Comments, comments from the public are not allowed at workshops, unless by consensus of the Board or as provided on a published Agenda.

Generally, a maximum of 3 minutes is allowed per speaker.

1. A completed 'Public Meeting Sign-In Comment Card' form must be submitted to the Commissioners' staff Minute Clerk prior to the start of the meeting.
2. Wait to be recognized. When your name is called, come to the podium and state your name and address for the audio record.
3. Please stay on the topic. If the presiding officer determines that the speaker has strayed from the listed topic, the speaker will be asked to return to the topic or be seated.

CITIZENS ARE EXPECTED TO CONDUCT THEMSELVES WITH COURTESY AND RESPECT.

Use of profanity, overly loud, argumentative, accusatory, or insulting comments are not permitted and, if disruptive, may be cause for removal from the meeting. The presiding officer or Board will determine violations of these rules, subject to \$250 fine. (Ord. 01-04; Ord.00-04)

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:** Order Rescinding Order 20322**AGENDA DATE^a:** 04/05/17 **DEPARTMENT:** Finance **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:** Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 03/29/17**BRIEF BACKGROUND OR NOTE^b:** Order 20322 gave a temporary pay increase to Finance/Payroll staff until the County Accountant position was filled or further order of the Board. This action terminates the pay increase.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1)Memo
- (2)Copy of Order 20322
- (3) Rescind 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☐ Send Printed Copy to:☐ Email a Digital Copy to:☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

Note: Most signed documents are filed/recorded with the Clerk per standard process.*PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐
(If Yes, brief detail) Terminated payment out of class designation**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Court Boice Yes ☐ No ☐
Commissioner Thomas Huxley Yes ☐ No ☐
Commissioner Susan Gold Yes ☒ No ☐

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



Memo

To: Curry County Board of Commissioners
From: Louise Kallstrom, County Accountant
Date: March 28, 2017
Re: Order #20322

Order No. 20322 (copy attached) stipulates that a pay increase was to be given to Julie Swift and Cena Crook and was to continue until a new County Accountant is employed or until further order of the Board. The increase should have ended, per this order, on 08/15/2016 when the County Accountant was hired.

It is understood that the County Accountant needed to be trained on the duties that Julie Swift and Cena Crook were being compensated for in the pay increase. The County Accountant will recommend that these extra duties continued until on or about November 30, 2016.

Since the ending date of the pay increase is now calculated to be past the date the County Accountant was hired, the final date of the pay increase – recommended to be November 30, 2016 by the County Accountant – will be determined by order of the Board of Commissioners.

The County Accountant also recommends that the Board of Commissioners allow any vacation leave time that Ms. Swift and/or Ms. Crook have accrued to be used to repay any overpayment of wages.

**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: 20322

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 15 day of June 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:


John Hutt
Curry County Legal Counsel

 6/15/16
Thomas Huxley, Chair


Susan Brown, Vice Chair


David Brock Smith, Commissioner

BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of and Order)
Rescinding Order No. 20322)
Granting a Temporary Pay)
Increase)

ORDER NO. _____

WHEREAS, Order No. 20322 stipulated that a pay increase was to be given to Julie Swift and Cena Crook in the absence of a County Accountant, to continue until a new County Accountant was employed, or until further order of the Board; and

WHEREAS, the County Accountant was hired on August 15, 2016, this Order should have ended on that day; and

WHEREAS, additional compensation continued for Julie Swift and Cena Crook through March 7, 2017; and

WHEREAS, the County Accountant understands there was a need to be trained on the duties that Julie Swift and Cena Crook were being compensated for in the pay increase; and

WHEREAS, the County Accountant has been trained in those duties as of November 30, 2016; and

NOW, THEREFORE, THE CURRY COUNTY BOARD OF COMMISSIONERS acknowledge and order the final day of extra compensation pay to Julie Swift and Cena Crook be November 30, 2016 and that Julie Swift and Cena Crook be allowed to use accrued vacation days to repay any overpayment of wages.

DATED this 5th day of April, 2017.

Curry County Board of Commissioners

Thomas Huxley, Chair

Approved as to Form:

Sue Gold, Vice Chair

John HuttI, County Counsel

Court Boice, 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:** BOC BUDGET DIRECTION**AGENDA DATE^a:** 04/05/17 **DEPARTMENT:** Finance **TIME NEEDED:** 30 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Louise Kallstrom **PHONE/EXT:** 3232 **TODAY'S DATE:** 03/29/17**BRIEF BACKGROUND OR NOTE^b:** Recommendations and information provided to Commissioners to allow for budget balancing discussion and then give County Accountant direction to provide Budget Committee with a balanced Proposed Budget.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)CBAC and County Accountant Recommendations

(2)LPSCC and City of Gold Beach letters

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) 2017-2018 Budgets for all departments3. 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:** New Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Direction to Budget Officer in preparation of 2017-18 budget

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Court Boice Yes ☐ No ☐Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Susan Gold Yes ☒ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Memo

To: Curry County Board of Commissioners
From: Louise Kallstrom, County Accountant
Date: March 28, 2017
Re: Budget Direction Discussion

Commissioners,

On March 22, 2017 the Board of Commissioners held a workshop on balancing the budget for the 2017-2018 Proposed Budget.

The Board received Recommendation Proposals from the Citizen's Budget Advisory Committee and the County Accountant and letters were read from the Local Public Safety Coordinating Council and the City of Gold Beach with further recommendations for the Board to consider.

Attached are the two Recommendation documents and the two letters.

Please use these documents and/or individual Commissioner proposals to give the County Accountant direction to provide the Finance Department and Department Heads with budget adjustments to create a balanced Proposed Budget.

Thank you,

Louise Kallstrom,
County Accountant

Curry County Citizen's Budget Advisory Committee

Executive Summary

In response to a request from the Curry County Local Public Safety Coordinating Council (LPSCC) the Curry County Board of Commissioners (CCBOC) appointed the Citizen's Budget Advisory Committee (CBAC) to examine the Curry County General Fund for the next fiscal year and make recommendations to the CCBOC and Budget Committee.

On February 9, 2017 convened its first meeting to select a committee Chair, Vice Chair, and Secretary. Meeting format, dates/times, and other administrative matters were discussed and resolved. The next meeting was conducted on February 13, 2017 that established three specific subcommittees:

Interview Committee – tasked with interviewing Elected Officials and Department Heads based on a questionnaire approved by CBAC.

Consolidation Committee – tasked with reviewing county property and departments to consider possible consolidation internally and externally, if possible.

Finance Committee – tasked with reviewing the previous fiscal year and current fiscal year budgets, to make an estimate of available general funds for the next fiscal year.

CBAC collected and collated the committee reports, reviewed the content, and presents recommendations to the CCBOC for consideration based on the committee's examination. CBAC also notes that the time for this project was limited, with less than 45 days to meet and collect information to develop a report, this process is simply not as conclusive as it could have been. In the future should the CCBOC appoint another committee, we recommend that the committee have at least three full months to conduct their work. CBAC recommends that future committees be supported by Curry County staff. In this case, the CCBOC appointed a committee and only provided support to make public notices of meetings and reserve meeting room space.

CBAC met with the following County Departments and performed a comprehensive review of their services and current year budget:

- Assessor/Tax Collection
- Clerk/Elections
- District Attorney
- Juvenile/Parks
- Road
- Sheriff

CBAC received completed questionnaires from the following County Departments, but was unable to meet with them:

- Community Development
- Treasurer

CBAC reviewed available current County financial information and it is clear that both the County General Fund and County Road Department have higher expenses than revenue (see chart below). During the current fiscal year, Road Funds of approximately \$1.7 million are being used to support the Road Deputies – this combined with the deficit the Road Department has for operations totals an approximate deficit of **\$6,471,091**. At this rate, the Road Department will exhaust its reserve within five years and be unable to support road repairs.

County General Fund Expenses	\$8,741,965
County General Fund Revenue	<u>\$5,257,011</u>
Deficit	\$3,484,954
Road Department Expenses	\$5,200,000
Road Department Revenue	<u>\$2,213,863</u>
Deficit	\$2,986,137

CBAC recommendations are sorted into two categories. The first category is comprised of issues that CBAC did not have sufficient time or support to process – these are under the heading of “Recommended for CCBOC Review”. The second category is “Recommended Service Reductions/Consolidations” that is based on a combination of department interviews and budget analysis.

Recommended for CCBOC Review

1. CCBOC should consider appointing a special committee to review what type of ballot measure should be filed, or what type of long-term revenue should be sought, to support the County General Fund and Road Fund using a 20-year funding methodology. Without sustainable revenue the County cannot continue to provide basic services to the citizens and over the next few years most County services will not be functional, and certainly not available to the citizens.
2. The CCBOC should consider appointing a special committee to review the feasibility of a 911/Dispatch Special District in Curry County. We recommend it be comprised of representatives from the various agencies that use the 911 and dispatch system. We suggest that the committee selection be comprised of municipal law enforcement, County Sheriff's Office, municipal and rural fire districts, Forest Service, Cal Ore Life Flight, and lay citizens. This committee will need at least three months to research and make appropriate recommendations to the CCBOC. The intent of this action is to consider whether or not a ballot measure be presented to the public for a special taxing district to fully support 911/Dispatch services in Curry County, as opposed to the current hosting scenario.
3. Is there a significant cost reduction in contracting the HR/Payroll function out to an agency that is qualified to provide that service? The comparison between the cost of the 1.0 FTE Curry County employee currently providing those services and the annual contract cost by an external qualified agency.
4. Is there a significant cost reduction in contracting the janitorial function out to an agency that is qualified to provide that service? The comparison between the cost of the .45 FTE Curry County employee currently providing those services and the annual contract cost by an external qualified agency.
5. Is it possible to reduce the Treasurer to a .50 FTE (remains Elected Official) and still meet the operational needs, separation of duties, and statutory requirements?
6. Review the cost methodology for non-general fund departments that use County Services. For example, what methodology is used to determine reimbursement for County Counsel, HR/Payroll, AP that Community Development uses.
7. Assemble a group of County Officials to meet with representatives of all the Special Districts in Curry County for the purpose of researching and determining the likelihood of Special Districts contributing to a special fund to support contracted assessors. These assessors would be hired for the sole purpose of bringing assessed properties in Curry County up to current valuation. This would help Special Districts as they receive 94% of all property tax income. At the same time the GF would also benefit. The Assessor then indicates he could remain on a 7.4 year reassessment rate and remain current all new building permits. The general Fund would receive an additional 3% over current property tax funding.

8. Reduce the cost of the financial audit by sending out an RFP and selecting an auditing agency that is cost effective.
9. Evaluate the Information Technology budget and make final determinations on how it will be operated. Currently, the financial information includes \$174,000 in payroll and these services are being contracted out.

Recommended Service Reductions/Consolidations

1. The County owns several buildings that it is renting out or expending labor and materials costs on. CBAC recommends that the County sell or transfer the buildings and get out of the landlord business. The building addresses are listed below. We also recommend that the County reorganize departmental locations in the County Annex and not rent that space out – this would accommodate the selling or transfer of buildings.
 - a) The Blue Building on the corner of Moore and Colvin in Gold Beach; 29821 Colvin Street. Relocate Veteran's Services, RSVP, and Maintenance to the County Annex where office space is available.
 - b) The Blue Building on Highway 101 in Port Orford; 1403 Oregon Street. Contact CCH to determine if the lease could be terminated earlier.
 - c) Vacant house located at 438 Pine Street, Brookings, OR.
 - d) Vacant property located at R26302, Brookings, OR.
 - e) Vacant property located at 42703 Arizona Street, Port Orford, OR.
2. Transfer or sell the Brookings Airport, 17330 Parkview Drive, Brookings, OR. CBAC recommends the sale or transfer to the City of Brookings.
3. Reduce the Facilities Maintenance Department down to .50 FTE. With reduced facilities, less maintenance staff are required. Contract out for plumbing, electrical, and construction as needed.
4. Integrate County Counsel with the District Attorney Office maintaining current County Counsel, but eliminate (lay-off) one of the Deputy DA's. Eliminate (lay-off) the legal secretary. The proposal is based on County Counsel assisting the DA with cases each morning and then providing County Counsel duties in the afternoon. Utilize the current administrative resources in the DA Office to support County Counsel.
5. Reduce the Juvenile Department by 30% following the protocol identified by the Juvenile Director. Keep Parks with Juvenile to ensure occupancy stays at maximum levels supported by juvenile work crews at little cost to Parks.
6. Eliminate the following positions/funding:
 - a. Deputy Elections Clerk – this position has been vacant during the current funding year.
 - b. The open administrative position in the BOC Office.
 - c. Emergency Services overtime budget.
7. Eliminate funding from the County General Fund to the departments listed below:
 - a. Surveyor
 - b. County Fairgrounds

8. Close the Cable TV Fund and move the resources (including County Counsel) into the General Fund.
9. Close the County Lands Fund and move the resources into the County General Fund.
10. Setup a payment plan for Community Development to repay the County General Fund for bail out funds.
11. Eliminate or reduce budget lines located in the County General Fund Non Department:
 - a. \$50,000 Salary Irregular/Payout.
 - b. \$20,000 legal.
 - c. \$20,000 Professional Services – General.
 - d. \$60,000 Liability Insurance.
 - e. \$8,500 Property Insurance.
 - f. \$100,000 Other Materials and Services.

Conclusions

The recommendations provided in this report are simply a possible “one-year” solution. It is likely, that without a significant change to County Revenue, next fiscal year it will be necessary to continue making reductions that will severely impact public safety. Curry County does not have a spending problem – the shortfall in funds cannot be covered by increased efficiencies. Curry County does have a revenue problem. This problem requires a sustainable long-term funding resource that is stable.

CBAC agrees that using Road Department Funds at the current rate is unacceptable (approximately \$1.7 million). This committee has analyzed this past “funding solution” and clearly recognizes how quickly road funds will be exhausted with this continued process. Ideally, Road Department Funds should not be used to fund Road Deputies in the next budget year, there is some consideration for a reduced amount of Road Department Funds, but only for one year and should be \$400,000 or less. CBAC recommends that there be no reductions to the Curry County Sheriff’s Office to sustain public safety at its current level.



Memo

To: Curry County Board of Commissioners
From: Louise Kallstrom, County Accountant
Date: March 14, 2017
Re: BUDGET BALANCING RECOMMENDATIONS

2016-2017 GENERAL FUND BUDGET RECOMMENDATIONS

I am recommending the following items to balance the General Fund budget for Fiscal Year 2017-2018. These items are not budget line items, but are recommended adjustments to existing budget line items.

Recommendation 1:

At the County's auditor request, move all restricted activity grants out of General Fund and other restricted funds into their own fund(s) so that they can be coded and tracked. It is essential to be able to match individual grant revenues to expenditures.

Various Departments: Move Grants from General Fund to Restricted Fund. Some grants had revenue budget lines without corresponding expenditure budget lines.	Decrease Revenue	(\$8,082)
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Recommendation 2:

Move certain department budgets to restricted funds. The revenues for these funds are very restricted to certain activities and if they are in the General Fund any carryover balance would be absorbed into the General Fund carryover. Restricted carryover balances are not allowed in General Funds. The

Department Heads in charge of these activities will budget in the restricted fund with a zero based budget (no transfers from the General Fund).

Also need to eliminate budgets for discontinued RSVP and SHIBA programs.

Sheriff: Move Search & Rescue, Marine Patrol, Forest Patrol and Adult Parole and Probation to restricted funds. Funds have restricted revenues that cannot be carried over into General Funds.	Decrease Expenditure	\$47,884
RSVP & SHIBA: Programs not continued into 2017-2018 budget year	Decrease Expenditure	\$18,116

Recommendation 3:

Use approximately half of the unanticipated carryover from 2015-2016. Budgeted carryover to 2016-2017 was \$1,647,808 and the Actual carryover is \$2,265,167. I recommend to budget \$450,000 of the \$977,359 increased carryover. The amount of unanticipated carryover has been fairly consistent over the past few years and should be at least the amount in Contingencies and budget lines for unexpected Capital Projects.

Non-Departmental: 2015-2016 Carryover in General Fund was \$977,000 more then the budgeted amount	Increase Revenue	\$450,000
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Recommendation 4:

Current budget for O&C harvested timber on Federal Forest lands is \$250,000. Rocky McVay estimates \$500,000 to \$600,000 for Fiscal Year 2017-2018. Add revenue of \$250,000 to budget line.

Add 3% to property tax revenue and reduce various miscellaneous revenue lines in Non-Departmental revenues that do not have historical support for budgeted amounts.

Non-Departmental: Estimate received from Rocky McVay should be a total of \$500,000 to \$600,000 for O&C funds in 2017-2018	Increase Revenue	\$250,000
Non-Departmental: Increase Property Tax Revenue by 3%, decrease other misc revenues per historical actual receipts	Decrease Revenue	(\$6,923)

Recommendation 5:

Recommend reducing transfers into the General Fund.

- a. Two departments are receiving transfers from Reserve Funds that are more than the annual receipts. The County Clerk's Recording Reserve Fund and the County Surveyor's Cornerstone Reserve Fund are currently spending down their reserves by transferring more than annual receipts. Recommend reducing transfers to annual receipts.
- b. Reduce transfer from Road Capital Improvement Fund for Sheriff Patrol from \$1,705,000 to \$500,000 to maintain Road Capital Improvement Fund balance.
- c. A transfer was budgeted in 2016-2017 Fiscal Year from Public Health Fund to Sheriff Department to cover partial cost of the Code Enforcement Officer. Sheriff Department is no longer handling the Code Enforcement Officer position so this transfer to the General Fund is no longer needed.

Clerk-Recording: Reduce transfer in from Recording Reserve fund to maintain Reserve fund balance	Decrease Revenue	(\$40,722)
County Surveyor: Reduce transfer in from Cornerstone Reserve fund to maintain Reserve fund balance	Decrease Revenue	(\$10,000)
Sheriff-Civil/Criminal/Patrol: Reduce transfer in from Road Capital Improvement fund to maintain Road Capital fund balance	Decrease Revenue	(\$1,205,000)
Sheriff-Civil/Criminal/Patrol: Eliminate transfer in from Public Health fund -Sheriff Department no longer funding Code Enforcement Officer position	Decrease Revenue	(\$30,000)

Recommendation 6:

Recommend closing County Services for six days during the 2017-2018 Fiscal Year. This recommendation comes with the caveat that the County, citizens and interested parties join together to pass a Sheriff Levy on the November 2017 ballot to permanently fund the Criminal, Civil and Patrol Department and the Jail Department. The cost savings for the General Fund comes from employee cost per day of approximately \$17,000. All funds and departments,

including elected officials, department heads and regular employees, would participate.

All Departments: Close County Departments for 6 days during 2017-2018 Fiscal Year at \$17,000 per day. To be used in conjunction with campaign to pass a Sheriff Levy.	Decrease Expenditure	\$102,000
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Recommendation 7:

Reduce budgeted positions through attrition. County Election Department-
reduce one position not filled in the current fiscal year. Sheriff Department-
reduce two out of three unfilled positions.

Clerk-Elections: Reduce budgeted position (not currently filled)	Decrease Expenditure	\$50,947
Sheriff-Civil/Criminal/Patrol: Reduce (2) budgeted positions (not currently filled)	Decrease Expenditure	\$130,000

Recommend combining Board of Commissioners Office and Finance Office.
The consolidation would provide backup staff to BOC daily operations and
allow the current unfilled BOC staff position to be reduced.

Admin Services: Consolidate Financial & BOC offices. Use finance staff as backup and eliminate (1) budgeted BOC position (not currently filled).	Decrease Expenditure	\$28,000
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Recommendation 8:

Correct 2016-2017 budgeting typo error, in Sheriff Department the Uniform
Supply budget line item was inadvertently entered as \$75,000 instead of
\$7,500.

Sheriff-Civil/Criminal/Patrol: Correct budgeting error, budgeted \$75,000 instead of \$7,500 for Uniforms.	Decrease Expenditure	\$67,500
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Reduce all Material and Supplies budgets, net of Administrative Intergovernmental Services and Grants, by 5%. (Schedule Attached).

All Departments: Reduce Materials & Supplies budgets by 5%	Decrease Expenditure	\$155,350
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Find additional expenditure line items in General Fund to complete budget balancing.

Non-Departmental: Reduce expenditure line(s) to balance as needed	Decrease Expenditure	\$930
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The attached Budget Reduction Schedule lists the recommendations as above. These additions to and subtractions from the current 2016-2017 General Fund Budget will net to zero, balancing the proposed 2017-2018 General Fund budget.

2017-2018 BUDGET REDUCTION SCHEDULE

1	Various Departments: Move Grants from General Fund to Restricted Fund. Some grants had revenue budget lines without corresponding expenditure budget lines.	Decrease Revenue	(\$8,082)
2	Sheriff: Move Search & Rescue, Marine Patrol, Forest Patrol and Adult Parole and Probation to restricted funds. Funds have restricted revenues that cannot be carried over into General Funds.	Decrease Expenditure	\$47,884
	RSVP & SHIBA: Programs not continued into 2017-2018 budget year	Decrease Expenditure	\$18,116
3	Non-Departmental: 2015-2016 Carryover in General Fund was \$977,000 more than the budgeted amount	Increase Revenue	\$450,000
4	Non-Departmental: Estimate received from Rocky McVay should be a total of \$500,000 to \$600,000 for O&C funds in 2017-2018	Increase Revenue	\$250,000
	Non-Departmental: Increase Property Tax Revenue by 3%, decrease other misc revenues per historical actual receipts	Decrease Revenue	(\$6,923)
5	Clerk-Recording: Reduce transfer in from Recording Reserve fund to maintain Reserve fund balance	Decrease Revenue	(\$40,722)
	County Surveyor: Reduce transfer in from Cornerstone Reserve fund to maintain Reserve fund balance	Decrease Revenue	(\$10,000)
	Sheriff-Civil/Criminal/Patrol: Reduce transfer in from Road Capital Improvement fund to maintain Road Capital fund balance	Decrease Revenue	(\$1,205,000)
	Sheriff-Civil/Criminal/Patrol: Eliminate transfer in from Public Health fund -Sheriff Department no longer funding Code Enforcement Officer position	Decrease Revenue	(\$30,000)
6	All Departments: Close County Departments for 6 days during 2017-2018 Fiscal Year at \$17,000 per day. To be used in conjunction with campaign to pass a Sheriff Levy.	Decrease Expenditure	\$102,000
7	Clerk-Elections: Reduce budgeted position (not currently filled)	Decrease Expenditure	\$50,947
	Sheriff-Civil/Criminal/Patrol: Reduce (2) budgeted positions (not currently filled)	Decrease Expenditure	\$130,000
	Admin Services: Consolidate Financial & BOC offices. Use finance staff as backup and eliminate (1) budgeted BOC position (not currently filled).	Decrease Expenditure	\$28,000
8	Sheriff-Civil/Criminal/Patrol: Correct budgeting error, budgeted \$75,000 instead of \$7,500 for Uniforms.	Decrease Expenditure	\$67,500
	All Departments: Reduce Materials & Supplies budgets by 5%	Decrease Expenditure	\$155,350
	Non-Departmental: Reduce expenditure line(s) to balance as needed	Decrease Expenditure	\$930

General Fund-Balanced Budget

\$0

MOVE GRANTS TO RESTRICTED FUNDS

2017-2018 BUDGET PROPOSALS

		REVENUE BUDGET	EXPENDITURE BUDGET
<u>Non-Departmental</u>			
1.10-413.90-331.00-000-17	GR FED-USDOJ MH COURT 16.745	60,000	50,000
1.10-413.90-332.50-000-20	GR-FED-BLM-R.A.C. FOREST COLL	43,078	43,078
1.10-413.90-332.50-000-21	GRANTS-R.A.C. CASH MATCH	10,000	10,000
1.10-413.90-332.50-000-25	GR-OWEB Forest Collaborative	-	-
1.10-413.90-332.50-000-40	Gr- AllCare Housing Needs	100,000	100,000
1.10-413.90-332.50-000-50	GR-FED-ST-REHOME OREGON-CDBG	200,000	200,000
1.10-413.90-332.50-000-55	GR-IFA BROOKINGS HEADSTART CDGB	1,605,729	1,605,729
<u>Assessor's Office</u>			
1.10-415.17-334.20-000-00	Grants - St - ORMAP pilot	35,000	35,000
1.10-415.17-334.20-000-01	Gr - St - ORMAP Port Orford	-	-
<u>GIS Operations</u>			
1.10-415.18-391.26-000-00	Tran In - Title III - old	-	-
1.10-415.18-391.26-000-18	Tran In - Title III - USDA-FS 1011-01	10,000	10,000
<u>District Attorney</u>			
1.10-415.30-331.00-000-17	GRANTS - DOJ MH COURT 16.745	3,500	-
<u>Sheriff-Adult Parole & Probation</u>			
1.10-423.50-331.00-000-17	Grant DOJ MH Court 16.745	-	-
1.10-423.50-335.30-000-00	Gr-St-Justice Reinvest HB3194	-	-
1.10-423.50-335.30-000-30	Gr-St-HB3194 Transition	-	11,500
1.10-423.50-335.30-000-35	Gr-Fed-St-Justice Reinvest	100,000	115,218
1.10-423.50-335.40-000-00	Gr-State Measure 57	27,300	6,000
<u>Juvenile</u>			
1.10-423.60-337.00-000-00	Grant - Curry Community Health	-	-
		2,194,607	2,186,525

Reduction of Revenues-General Fund **8,082**

2016-2017 MATERIAL & SUPPLY BUDGETS

	M&S		IGS		GRANTS		TOTAL	5% OF M&S		10% OF M&S	
BOPTA	\$	920	\$	290	\$	-	\$ 1,210	\$	46.00	\$	92.0
NON-DEPARTMENTAL	\$	1,131,590	\$	-	\$	2,008,807	\$ 3,140,397	\$	56,579.50	\$	113,159.0
CLERK-ELECTION	\$	57,226	\$	19,891	\$	-	\$ 77,117	\$	2,861.30	\$	5,722.6
TAX COLLECTION	\$	46,819	\$	10,160	\$	-	\$ 56,979	\$	2,340.95	\$	4,681.9
TREASURER	\$	15,812	\$	7,869	\$	-	\$ 23,681	\$	790.60	\$	1,581.2
ASSESSOR OFFICE	\$	93,199	\$	45,831	\$	35,000	\$ 174,030	\$	4,659.95	\$	9,319.9
GIS OPERATIONS	\$	14,833	\$	1,404	\$	10,000	\$ 26,237	\$	741.65	\$	1,483.3
DISTRICT ATTORNEY	\$	50,778	\$	27,338	\$	-	\$ 78,116	\$	2,538.90	\$	5,077.8
CLERK-RECORDING	\$	42,663	\$	19,752	\$	-	\$ 62,415	\$	2,133.15	\$	4,266.3
SURVEYOR	\$	6,030	\$	6,089	\$	-	\$ 12,119	\$	301.50	\$	603.0
SHERIFF-PATROL/CRIM/CVL	\$	528,525	\$	152,536	\$	-	\$ 681,061	\$	26,426.25	\$	52,852.5
SHERIFF-SEARCH & RESCUE	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
SHERIFF-MARINE PATROL	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
SHERIFF-FOREST PATROL	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
SHERIFF-HARBOR SUB STN	\$	11,000	\$	-	\$	-	\$ 11,000	\$	550.00	\$	1,100.0
SHERIFF-JAIL	\$	305,421	\$	145,184	\$	-	\$ 450,605	\$	15,271.05	\$	30,542.1
SHERIFF-COMMUNICATION	\$	66,384	\$	67,796	\$	-	\$ 134,180	\$	3,319.20	\$	6,638.4
CORRECTION-ADULT P&P	\$	112,785	\$	39,330	\$	127,300	\$ 279,415	\$	5,639.25	\$	11,278.5
JUVENILE	\$	113,275	\$	38,967	\$	-	\$ 152,242	\$	5,663.75	\$	11,327.5
EMERGENCY SERVICES	\$	34,462	\$	12,468	\$	-	\$ 46,930	\$	1,723.10	\$	3,446.2
SOLID WASTE	\$	1,744	\$	1,787	\$	-	\$ 3,531	\$	87.20	\$	174.4
VETERANS SERVICES	\$	15,923	\$	5,498	\$	-	\$ 21,421	\$	796.15	\$	1,592.3
RSVP-GRANT END 3/31/16	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
RSVP-MATCH END 3/31/16	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
SHIBA-OTHER	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
RSVP-GRANT END 3/31/17	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
RSVP-MATCH END 3/31/17	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
OTHER REQUIREMENTS	\$	215,417	\$	-	\$	-	\$ 215,417	\$	10,770.85	\$	21,541.7
	\$	2,864,806	\$	602,190	\$	2,181,107	\$ 5,648,103	\$	143,240	\$	286,481
ADMIN SERVICES											
COMMISSIONERS	\$	22,996	\$	-	\$	-	\$ 22,996	\$	1,149.80	\$	2,299.6
BOC OFFICE	\$	10,448	\$	-	\$	-	\$ 10,448	\$	522.40	\$	1,044.8
ACCOUNTING	\$	120,087	\$	-	\$	-	\$ 120,087	\$	6,004.35	\$	12,008.7
COUNCEL	\$	40,939	\$	-	\$	-	\$ 40,939	\$	2,046.95	\$	4,093.9
PAYROLL/PERSONNEL	\$	10,521	\$	-	\$	-	\$ 10,521	\$	526.05	\$	1,052.1
INFO TECH	\$	156,311	\$	-	\$	-	\$ 156,311	\$	7,815.55	\$	15,631.1
OCCUPANCY-CENTRAL	\$	118,607	\$	-	\$	-	\$ 118,607	\$	5,930.35	\$	11,860.7
OCCUPANCY-N COUNTY	\$	4,379	\$	-	\$	-	\$ 4,379	\$	218.95	\$	437.9
	\$	484,288	\$	-	\$	-	\$ 484,288	\$	24,214.40	\$	48,428.80
								X 50%	X 50%		
								\$ 12,107.20	\$ 24,214.40		
TOTAL EXPENDITURE REDUCTION-GENERAL FUND								\$ 155,347.50	\$ 310,695.00		
								AT 5%	AT 10%		



Local Public Safety Coordinating Council

Chair: Sgt David Denney

Vice Chair: Jay Trost

Secretary: Lea Sevey

Date: 3.14.2017

Re: Board of Commissioners budget workshop considerations

The Local Public Safety Coordinating Council voted on and supported the following recommendation to the Curry County Board of Commissioners:

1. Support no additional cuts to Curry County public safety departments to include all divisions under the Sheriff's office, the District Attorney and Juvenile.

Thank you for your consideration.

David Denney, Chair



City of Gold Beach

29592 Ellensburg Avenue • Gold Beach, OR 97444

Administration: 541-247-7029 • Police: 541-247-6671 • www.goldbeachoregon.gov

Visitor Center: 541-247-7526 • www.goldbeach.org

Tuesday, March 14, 2017

Curry County Board of Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444

As a member of the Local Public Safety Coordinating Council, (LPSCC), the City Council of Gold Beach respectfully submits the following for consideration by the County's Citizens Budget Advisory Committee.

Over the course of the last decade, several ballot questions have been brought asking for increased property taxes to support county services. The last levy brought forward was supported within the city of Gold Beach. Were the question brought only to Gold Beach, it would have passed. You have the city of Gold Beach's support, as evidenced by our voting record, for funding the county services. In light of the failure to pass an adequate funding stream, we ask that every effort be sought to diligently find funds for the county outside of our city coffers.

Gold Beach is concerned about our District Attorney, (DA), having the staff to adequately charge cases brought before him. The thought that our DA will only charge felonies and Measure 11 crimes is alarming to much of our population. Our District Attorney needs staffing to charge the cases he wants to charge, not only those cases he must charge.

The county jail is located in Gold Beach. A recent decrease of the number of total prisoners allowed to be housed within the jail has been incorporated into our county system. We are down significantly from the number of beds we once enjoyed. We strongly encourage no further reduction of beds in the jail system. As people are cited and released from all over the county into the city of Gold Beach, fully staffing the jail is of the highest priority to our council.

Thank you for your consideration.

Becky Campbell, Council Position #3
On Behalf of the Gold Beach City Council

The City of Gold Beach is dedicated to enhancing quality of life, while promoting the health, safety, and welfare of our citizens, businesses, and visitors in the most fiscally responsible manner. In doing this, the City will respect the past, respond to current concerns, and plan for the future, while maintaining environmental sensitivity in our beach oriented community.

Wild Rivers
Coast
101 MILES OF NATURE'S BEST

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** County Consumption Tax Advisory Committee C.T.A.C.**AGENDA DATE^a:** 4-5-17 **DEPARTMENT:** Commissioner Boice **TIME NEEDED:** 15 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** **TODAY'S DATE:****BRIEF BACKGROUND OR NOTE^b:** A Consumption Tax that could generate a substantial amount of revenue. I'm asking for the Board of Commissioners to consider forming an Advisory Committee to research this possibility similar to our current Citizens Budget Advisory Committee.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Proposal

(1)yes

(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: 541-661-6150

Due date to send: / /

Email: boicec@co.curry.or.us

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** New Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

Curry County has about (equivalent to full time plus part-time and so called irregular) 137 employees.

That is about 6 per 1,000 residents which is about average or in the “ball park” compared to other Oregon Counties.

However, what is not “ball park” is Curry County’s tax rate compared to other counties. Instead, we are drastically lower and have far less revenue to maintain our proportional level of services.

Therefore, in order to maintain County Services even at a reasonable portion of the current level; it is necessary to find additional revenues.

A (Sales Tax) has been discussed over the years, but for the most part did not get BOC full approval thus never making it to the ballot measure stage. Research on a Consumption Tax should be in order (more precise; taxing primarily non-essentials). If a solid plan is presented, I believe Curry voters could get behind it.

I had an unofficial meeting on March 28th (phone conference) with former Commissioners Bill Waddle and George Rhodes. Also contributing and facilitating the meeting was Brookings City Manager Gary Milliman along with Brookings resident Don Johnson.

None are necessarily ready to support a Consumption Tax; however all are prepared to support a Consumption Tax Advisory Committee (CTAC) to thoroughly research and plan such a tax; and they are willing to serve on an Advisory Committee.

Bill Waddle mentioned Paul Warner who is the Oregon Legislative Revenue Officer. A few years ago Mr. Warner spent considerable time in aiding and specific analysis for Curry County. He estimated that at the 3% level, there could be between \$4,000,000 and \$5,000,000 raised annually of which about 40% would come from the two segments of Tourism (A. Travelers and Shoppers from Del Norte County avoiding the 9.75% California Sales Tax and B. Travelers and Tourists from all over the world using Curry County as a destination.)

However, this is only one option and of course requires guarded optimism. With consideration of new exemptions, Higher Collection - Administration percentages for local merchants, possible additional revenue for Tourism Promotion; it does appear to be a potential option. It would take significant evaluation which I am requesting the Board to direct staff to place on the next agenda an ordinance creating CTAC to renew the review and research of a Curry County Consumption Tax.

Of great benefit in my view; all prior information and work (well recorded and documented) is readily available to a prospective Committee. The purpose of the Committee would be to report back to the Curry Board of Commissioners by early summer.

If there is a plan the BOC can get behind, the goal would be to get a precise measure on the November 2017 ballot for voter approval. Then it could be presumably processed in time for the 2018 / 2019 fiscal year budget.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** 2015 Juvenile Recidivism Report**AGENDA DATE^a:** 4.5.17 **DEPARTMENT:** Juvenile **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** 3.29.17**BRIEF BACKGROUND OR NOTE^b:** Brief report on the 2015 recidivism rates for Curry County^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)2015 JJIS recidivism report

(2)Overview of recidivism since 2008

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 Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



Juvenile Justice Information System

Data & Evaluation Report

Recidivism

2015

JJIS Steering Committee
JJIS Data & Evaluation Sub-Committee

JJIS – A Shared Information System

Oregon Youth Authority



Oregon Juvenile Department Directors' Association





Juvenile Justice Information System Steering Committee

Mission ♦ Vision ♦ Goals ♦ Values

JJIS Mission

To promote public safety and youth accountability, and to offer opportunities for rehabilitation to youth, through the development and sustainability of a statewide juvenile justice information system.

JJIS Vision Statement

Goals in Support of Vision Statement

<ul style="list-style-type: none"> ♦ Provides a comprehensive view of information about juvenile offenders across Oregon's state and county juvenile justice agencies. 	<ul style="list-style-type: none"> ♦ Sustain JJIS as a statewide juvenile justice information system that supports the partnership of the OYA, the 36 county juvenile departments, and approved external partners; ♦ Sustain JJIS as the primary information system used by the OYA and county juvenile departments to manage and report information about juvenile offenders in their agency; and ♦ Enhance electronic access to data among users, partners and stakeholders.
<ul style="list-style-type: none"> ♦ Provides comprehensive support for managing individual juvenile offender cases and tracking juveniles through the justice process. 	<ul style="list-style-type: none"> ♦ Support the assessment of risks and needs of juvenile offenders; ♦ Support individual case plans; ♦ Track juveniles through the entire justice process so that individual status, program involvement, progress, and outcomes can be determined; and ♦ Expand provider/partner access to individual youth records.
<ul style="list-style-type: none"> ♦ Provides the capacity for and aids in the overall planning, development, and evaluation of programs designed to reduce juvenile crime. 	<ul style="list-style-type: none"> ♦ Provide data and information to evaluate the benefit of programs aimed at reducing juvenile crime; ♦ Expand the capacity of JJIS for efficient data collection, analysis, and dissemination; ♦ Provide data to researchers and incorporate new research and evidence into policy and practice; and ♦ Identify and implement standardized outcome indicators that measure investment return, including recidivism, positive youth outcomes and other appropriate indicators tied to specific criminogenic risk factors.
<ul style="list-style-type: none"> ♦ Recognizes and supports the common business needs of juvenile justice partnership agencies. 	<ul style="list-style-type: none"> ♦ Provide a statewide standard for entry of information into JJIS; ♦ Maintain confidentiality and protection of information contained in JJIS; ♦ Maintain the energy and enthusiasm of the Steering Committee and the partner agencies needed to keep JJIS vital; ♦ Seek opportunities to support business practice changes and respond to emerging business requirements; ♦ Cultivate innovative and forward thinking solutions to improve JJIS; ♦ Continue to prioritize and manage JJIS resources efficiently; ♦ Ensure consistent data integrity; ♦ Ensure consistent training of JJIS users; ♦ Ensure continuity of knowledge of both OYA and county juvenile department business practices within OYA's Information System Department to support leadership and data integrity; and ♦ Create and implement a JJIS Steering Committee Communication Plan.

Revisions adopted 3/21/2012

JJIS Partnership Values

Representatives of the OYA, OJDDA, and external partners with an interest in juvenile justice serve on the JJIS Steering Committee and form the JJIS partnership. The JJIS partnership:

- ♦ Represents the best interests of Oregon's juvenile justice system as a whole;
- ♦ Is entered into in good faith by all parties with integrity and honesty, and in the spirit of mutual support and collaboration;
- ♦ Promotes the ethical use of JJIS information and uses the data with respect, professionalism, and sensitivity toward the partners whose data is represented in the information;
- ♦ Adopts and maintains the JJIS Vision and Goals, keeping them current with juvenile justice needs;
- ♦ Uses the Vision and Goals as guiding principles for JJIS decision making.



JJIS Steering Committee

The JJIS Steering Committee provides oversight to the JJIS project. It meets regularly to ensure that JJIS is on task to accomplish the vision and goals of the JJIS partnership.

The Steering Committee prioritizes the development of software features, makes policy decisions, and allocates resources to the project.

Members

Christina McMahan, Director

Clackamas County Juvenile Department
JJIS Steering Committee Co-Chair

Philip Cox, Assistant Director

Oregon Youth Authority Community Services
JJIS Steering Committee Co-Chair

Terry Thompson, Director (retired January 2017)

Benton County Juvenile Department

Joe Ferguson, Director

Jackson County Juvenile Department

Molly Rogers, Director

Wasco County Juvenile Department

Lynne Schroeder, Director

Washington County Juvenile Department

Dana Carelle, Juvenile Probation Manager

Yamhill County Juvenile Department

Erin Fuimaono, Assistant Director

Oregon Youth Authority Development Services

Clint McClellan, Assistant Director

Oregon Youth Authority Facility Services

External partners and other interested parties frequently attend Steering Committee meetings and participate in discussions, but do not have voting rights on Committee recommendations.

OYA Staff

Steven Hoffert, Chief Information Officer

OYA Information Systems

Debbi Martin, Senior Policy Advisor

OYA Community Services

Don Crossley, Manager

JJIS Development & Reports

Doug Thomas, Manager

JJIS Policy & Implementation

Paul Bellatty, Manager — OYA Research Unit

JJIS Data and Evaluation Subcommittee

The JJIS Data and Evaluation Subcommittee is a standing committee of the JJIS Steering Committee, contributing to local and statewide research initiatives, program and system evaluations, and policy recommendations regarding the use of data. The subcommittee supports the juvenile justice system by ensuring consistency, accuracy and appropriateness of the data, guiding the development of routine and annual reports and statistics, and interpreting relevant data analyses.

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Introduction

Oregon's juvenile justice community is committed to providing effective and efficient services to promote public safety, ensuring justice for victims, and preventing youth from repeating criminal behavior. Understanding the recidivism rate for youth referred to the juvenile justice system is one way to measure juvenile crime and the impact of intervention efforts around the state.

Definition of recidivism for this report:

"As a measure of public safety, recidivism is defined as a new criminal referral.

A criminal referral is a law enforcement report to a juvenile department alleging one or more felony or misdemeanor acts (offenses)."

Contents of this report

This report contains statewide and county-specific measures of recidivism for 2015 based on the measurement of criminal activity as a gauge of community safety. The report selects youth that had a criminal referral in 2015 and tracks them for the following 12 months. In order to track all youth who had a referral in 2015 for a full 12-month period, the report requires 2016 referral data to be complete.

Notes about the information

Counts: Data is grouped by the county where the referral originated. The report counts the total number of youth that had a criminal referral originating in that county in the reporting year. The report sorts the results into two primary groups:

- **No Subsequent Referrals** – youth that had no subsequent referrals during the following 12 months; and
- **Subsequent Referrals** – youth that had one or more subsequent referrals during the following 12 months. This group is further divided into two groups:
 - youth with 1-2 Subsequent Referrals;
 - youth with 3 or more Subsequent Referrals.

Comparison to Year End Referral Reports: Referral counts for these reports are based on felony and misdemeanor criminal referrals in 2015 and subsequent felony and misdemeanor criminal referrals during the following 12 months. The year-end Youth and Referral reports for the same year also include non-criminal violation referrals. After removing non-criminal referrals, the referral counts may be slightly different from the 2015 Referral reports because new data entry may occur after the publication of the Referral reports.

Percentages: Percentages are rounded to the nearest whole number and therefore may not add up to 100%.

Race and Ethnicity: The JJIS Steering Committee defined Race/Ethnicity reporting categories based on available data. Race is recorded by the juvenile department based on police reports and youths' self-reporting. These reports categorize youth by the race

that is recorded in JJIS unless the recorded ethnicity is Hispanic. When the recorded ethnicity is Hispanic, the youth is categorized as Hispanic, regardless of race.

Gender: The option for reporting gender is currently binary in JJIS, either male or female. There are current state and national discussions about new ways to document gender that are respectful and inclusive of all. The JJIS Steering Committee will continue to engage in those discussions and make updates in this area as available.

The JJIS Steering Committee recognizes that race, ethnicity, and gender reporting in JJIS are not inclusive of all and may not accurately represent everyone, due in part to a need to comply with federal reporting requirements. We respect all individuals, but also acknowledge and regret we cannot capture how individuals may self-identify in these areas.

Findings and Analysis

- Total statewide offenders in 2015 are 7,752.
- The overall statewide recidivism rate is 27.2%.
 - The statewide chronic recidivism rate (3 or more referrals) is 4.9%.

Limitation: Readers are cautioned against making comparisons between counties. Many factors can influence recidivism rates including the size of the county (small numbers can vary significantly), local laws and practices, and local law enforcement resources.

March 2017

2015 Juvenile Recidivism All Juvenile Offenders By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
County Youth		Youth %		Youth %		1 to 2		3 or More (chronic)	
		Youth %		Youth %		Youth %		Youth %	
Baker	45	32	71.1%	13	28.9%	11	24.4%	2	4.4%
Benton	109	80	73.4%	29	26.6%	25	22.9%	4	3.7%
Clackamas	558	426	76.3%	132	23.7%	115	20.6%	17	3.0%
Clatsop	90	60	66.7%	30	33.3%	23	25.6%	7	7.8%
Columbia	103	72	69.9%	31	30.1%	21	20.4%	10	9.7%
Coos	110	90	81.8%	20	18.2%	15	13.6%	5	4.5%
Crook	80	57	71.3%	23	28.8%	19	23.8%	4	5.0%
Curry	48	41	85.4%	7	14.6%	6	12.5%	1	2.1%
Deschutes	502	361	71.9%	141	28.1%	116	23.1%	25	5.0%
Douglas	238	188	79.0%	50	21.0%	48	20.2%	2	0.8%
Gilliam	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Grant	18	15	83.3%	3	16.7%	3	16.7%	0	0.0%
Harney	8	7	87.5%	1	12.5%	0	0.0%	1	12.5%
Hood River	76	60	78.9%	16	21.1%	15	19.7%	1	1.3%
Jackson	611	419	68.6%	192	31.4%	163	26.7%	29	4.7%
Jefferson	84	59	70.2%	25	29.8%	22	26.2%	3	3.6%
Josephine	137	107	78.1%	30	21.9%	24	17.5%	6	4.4%
Klamath	212	153	72.2%	59	27.8%	54	25.5%	5	2.4%
Lake	14	13	92.9%	1	7.1%	1	7.1%	0	0.0%
Lane	675	506	75.0%	169	25.0%	143	21.2%	26	3.9%
Lincoln	59	46	78.0%	13	22.0%	9	15.3%	4	6.8%
Linn	266	187	70.3%	79	29.7%	67	25.2%	12	4.5%
Malheur	133	101	75.9%	32	24.1%	29	21.8%	3	2.3%
Marion	926	630	68.0%	296	32.0%	235	25.4%	61	6.6%
Morrow	46	39	84.8%	7	15.2%	6	13.0%	1	2.2%
Multnomah	879	613	69.7%	266	30.3%	206	23.4%	60	6.8%
Out of State	4	3	75.0%	1	25.0%	1	25.0%	0	0.0%
Polk	141	101	71.6%	40	28.4%	32	22.7%	8	5.7%
Sherman	3	2	66.7%	1	33.3%	1	33.3%	0	0.0%
Tillamook	85	57	67.1%	28	32.9%	23	27.1%	5	5.9%
Umatilla	250	177	70.8%	73	29.2%	57	22.8%	16	6.4%
Union	49	38	77.6%	11	22.4%	9	18.4%	2	4.1%
Wallowa	12	8	66.7%	4	33.3%	3	25.0%	1	8.3%
Wasco	84	56	66.7%	28	33.3%	20	23.8%	8	9.5%
Washington	838	657	78.4%	181	21.6%	151	18.0%	30	3.6%
Wheeler	3	2	66.7%	1	33.3%	1	33.3%	0	0.0%
Yamhill	255	179	70.2%	76	29.8%	58	22.7%	18	7.1%
Total	7,752	5,643	72.8%	2,109	27.2%	1,732	22.3%	377	4.9%

2015 Juvenile Recidivism African American By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
						1 to 2		3 or More (chronic)	
County	Youth	Youth	%	Youth	%	Youth	%	Youth	%
Benton	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Clackamas	21	17	81.0%	4	19.0%	3	14.3%	1	4.8%
Clatsop	5	1	20.0%	4	80.0%	3	60.0%	1	20.0%
Columbia	3	2	66.7%	1	33.3%	1	33.3%	0	0.0%
Deschutes	17	12	70.6%	5	29.4%	3	17.6%	2	11.8%
Douglas	6	3	50.0%	3	50.0%	3	50.0%	0	0.0%
Hood River	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Jackson	16	14	87.5%	2	12.5%	1	6.3%	1	6.3%
Jefferson	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Josephine	4	2	50.0%	2	50.0%	1	25.0%	1	25.0%
Klamath	6	6	100.0%	0	0.0%	0	0.0%	0	0.0%
Lane	39	27	69.2%	12	30.8%	10	25.6%	2	5.1%
Lincoln	2	1	50.0%	1	50.0%	1	50.0%	0	0.0%
Linn	4	4	100.0%	0	0.0%	0	0.0%	0	0.0%
Malheur	6	4	66.7%	2	33.3%	1	16.7%	1	16.7%
Marion	35	21	60.0%	14	40.0%	10	28.6%	4	11.4%
Morrow	2	1	50.0%	1	50.0%	1	50.0%	0	0.0%
Multnomah	305	193	63.3%	112	36.7%	81	26.6%	31	10.2%
Polk	4	2	50.0%	2	50.0%	2	50.0%	0	0.0%
Tillamook	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Umatilla	6	1	16.7%	5	83.3%	2	33.3%	3	50.0%
Wallowa	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Wasco	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Washington	76	54	71.1%	22	28.9%	18	23.7%	4	5.3%
Yamhill	3	2	66.7%	1	33.3%	0	0.0%	1	33.3%
Total	568	374	65.8%	194	34.2%	142	25.0%	52	9.2%

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2015 Juvenile Recidivism Asian By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
						1 to 2		3 or More (chronic)	
County	Youth	Youth	%	Youth	%	Youth	%	Youth	%
Benton	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Clackamas	16	16	100.0%	0	0.0%	0	0.0%	0	0.0%
Columbia	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Coos	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Deschutes	3	2	66.7%	1	33.3%	1	33.3%	0	0.0%
Douglas	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Grant	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Hood River	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Jackson	7	1	14.3%	6	85.7%	5	71.4%	1	14.3%
Josephine	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Lane	10	7	70.0%	3	30.0%	3	30.0%	0	0.0%
Lincoln	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Marion	11	4	36.4%	7	63.6%	7	63.6%	0	0.0%
Multnomah	22	17	77.3%	5	22.7%	3	13.6%	2	9.1%
Polk	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Union	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Washington	28	21	75.0%	7	25.0%	7	25.0%	0	0.0%
Yamhill	2	1	50.0%	1	50.0%	1	50.0%	0	0.0%
Total	111	80	72.1%	31	27.9%	28	25.2%	3	2.7%

Report #00249i

2015 Juvenile Recidivism Caucasian By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
						1 to 2		3 or More (chronic)	
County	Youth	Youth	%	Youth	%	Youth	%	Youth	%
Baker	32	24	75.0%	8	25.0%	6	18.8%	2	6.3%
Benton	88	63	71.6%	25	28.4%	22	25.0%	3	3.4%
Clackamas	446	341	76.5%	105	23.5%	93	20.9%	12	2.7%
Clatsop	70	46	65.7%	24	34.3%	19	27.1%	5	7.1%
Columbia	67	45	67.2%	22	32.8%	14	20.9%	8	11.9%
Coos	32	23	71.9%	9	28.1%	6	18.8%	3	9.4%
Crook	28	17	60.7%	11	39.3%	10	35.7%	1	3.6%
Curry	42	37	88.1%	5	11.9%	5	11.9%	0	0.0%
Deschutes	406	289	71.2%	117	28.8%	99	24.4%	18	4.4%
Douglas	170	131	77.1%	39	22.9%	39	22.9%	0	0.0%
Grant	15	12	80.0%	3	20.0%	3	20.0%	0	0.0%
Harney	3	2	66.7%	1	33.3%	0	0.0%	1	33.3%
Hood River	36	29	80.6%	7	19.4%	6	16.7%	1	2.8%
Jackson	475	332	69.9%	143	30.1%	123	25.9%	20	4.2%
Jefferson	29	18	62.1%	11	37.9%	8	27.6%	3	10.3%
Josephine	88	68	77.3%	20	22.7%	17	19.3%	3	3.4%
Klamath	138	101	73.2%	37	26.8%	35	25.4%	2	1.4%
Lake	12	11	91.7%	1	8.3%	1	8.3%	0	0.0%
Lane	535	399	74.6%	136	25.4%	112	20.9%	24	4.5%
Lincoln	42	32	76.2%	10	23.8%	6	14.3%	4	9.5%
Linn	209	142	67.9%	67	32.1%	57	27.3%	10	4.8%
Malheur	46	39	84.8%	7	15.2%	6	13.0%	1	2.2%
Marion	419	290	69.2%	129	30.8%	106	25.3%	23	5.5%
Morrow	22	18	81.8%	4	18.2%	3	13.6%	1	4.5%
Multnomah	369	269	72.9%	100	27.1%	81	22.0%	19	5.1%
Out of State	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Polk	104	78	75.0%	26	25.0%	20	19.2%	6	5.8%
Tillamook	54	36	66.7%	18	33.3%	14	25.9%	4	7.4%
Umatilla	141	107	75.9%	34	24.1%	30	21.3%	4	2.8%
Union	41	30	73.2%	11	26.8%	9	22.0%	2	4.9%
Wallowa	10	7	70.0%	3	30.0%	2	20.0%	1	10.0%
Wasco	65	42	64.6%	23	35.4%	16	24.6%	7	10.8%
Washington	472	391	82.8%	81	17.2%	69	14.6%	12	2.5%
Wheeler	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Yamhill	181	119	65.7%	62	34.3%	46	25.4%	16	8.8%
Total	4,891	3,592	73.4%	1,299	26.6%	1,083	22.1%	216	4.4%

2015 Juvenile Recidivism Hispanic By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
County Youth		Youth %		Youth %		1 to 2		3 or More (chronic)	
						Youth %		Youth %	
Baker	4	2	50.0%	2	50.0%	2	50.0%	0	0.0%
Benton	7	5	71.4%	2	28.6%	2	28.6%	0	0.0%
Clackamas	62	43	69.4%	19	30.6%	15	24.2%	4	6.5%
Clatsop	10	8	80.0%	2	20.0%	1	10.0%	1	10.0%
Columbia	6	5	83.3%	1	16.7%	0	0.0%	1	16.7%
Coos	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Crook	2	1	50.0%	1	50.0%	1	50.0%	0	0.0%
Curry	3	1	33.3%	2	66.7%	1	33.3%	1	33.3%
Deschutes	34	23	67.6%	11	32.4%	7	20.6%	4	11.8%
Douglas	8	6	75.0%	2	25.0%	0	0.0%	2	25.0%
Hood River	32	25	78.1%	7	21.9%	7	21.9%	0	0.0%
Jackson	96	61	63.5%	35	36.5%	31	32.3%	4	4.2%
Jefferson	26	17	65.4%	9	34.6%	9	34.6%	0	0.0%
Josephine	12	9	75.0%	3	25.0%	2	16.7%	1	8.3%
Klamath	29	21	72.4%	8	27.6%	7	24.1%	1	3.4%
Lake	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Lane	62	49	79.0%	13	21.0%	13	21.0%	0	0.0%
Lincoln	4	4	100.0%	0	0.0%	0	0.0%	0	0.0%
Linn	33	26	78.8%	7	21.2%	6	18.2%	1	3.0%
Malheur	67	46	68.7%	21	31.3%	20	29.9%	1	1.5%
Marion	395	253	64.1%	142	35.9%	108	27.3%	34	8.6%
Morrow	19	17	89.5%	2	10.5%	2	10.5%	0	0.0%
Multnomah	147	109	74.1%	38	25.9%	32	21.8%	6	4.1%
Polk	24	15	62.5%	9	37.5%	8	33.3%	1	4.2%
Sherman	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Tillamook	9	6	66.7%	3	33.3%	3	33.3%	0	0.0%
Umatilla	84	59	70.2%	25	29.8%	18	21.4%	7	8.3%
Union	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Wasco	9	8	88.9%	1	11.1%	0	0.0%	1	11.1%
Washington	246	179	72.8%	67	27.2%	54	22.0%	13	5.3%
Wheeler	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Yamhill	37	29	78.4%	8	21.6%	7	18.9%	1	2.7%
Total	1,474	1,032	70.0%	442	30.0%	358	24.3%	84	5.7%

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2015 Juvenile Recidivism Native American By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
County Youth		Youth %		Youth %		1 to 2		3 or More (chronic)	
		Youth %		Youth %		Youth %		Youth %	
Benton	3	2	66.7%	1	33.3%	0	0.0%	1	33.3%
Clackamas	8	5	62.5%	3	37.5%	3	37.5%	0	0.0%
Clatsop	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Columbia	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Coos	4	3	75.0%	1	25.0%	0	0.0%	1	25.0%
Curry	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Deschutes	9	6	66.7%	3	33.3%	3	33.3%	0	0.0%
Douglas	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Harney	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Hood River	3	1	33.3%	2	66.7%	2	66.7%	0	0.0%
Jackson	10	4	40.0%	6	60.0%	3	30.0%	3	30.0%
Jefferson	24	20	83.3%	4	16.7%	4	16.7%	0	0.0%
Josephine	3	3	100.0%	0	0.0%	0	0.0%	0	0.0%
Klamath	30	19	63.3%	11	36.7%	9	30.0%	2	6.7%
Lane	13	10	76.9%	3	23.1%	3	23.1%	0	0.0%
Lincoln	4	3	75.0%	1	25.0%	1	25.0%	0	0.0%
Linn	5	3	60.0%	2	40.0%	2	40.0%	0	0.0%
Marion	51	47	92.2%	4	7.8%	4	7.8%	0	0.0%
Multnomah	15	7	46.7%	8	53.3%	6	40.0%	2	13.3%
Out of State	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Polk	4	3	75.0%	1	25.0%	1	25.0%	0	0.0%
Tillamook	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Umatilla	18	9	50.0%	9	50.0%	7	38.9%	2	11.1%
Union	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Wasco	7	5	71.4%	2	28.6%	2	28.6%	0	0.0%
Washington	3	1	33.3%	2	66.7%	1	33.3%	1	33.3%
Yamhill	4	2	50.0%	2	50.0%	2	50.0%	0	0.0%
Total	228	162	71.1%	66	28.9%	54	23.7%	12	5.3%

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2015 Juvenile Recidivism Other / Unknown By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
						1 to 2		3 or More (chronic)	
County	Youth	Youth	%	Youth	%	Youth	%	Youth	%
Baker	9	6	66.7%	3	33.3%	3	33.3%	0	0.0%
Benton	7	6	85.7%	1	14.3%	1	14.3%	0	0.0%
Clackamas	5	4	80.0%	1	20.0%	1	20.0%	0	0.0%
Clatsop	4	4	100.0%	0	0.0%	0	0.0%	0	0.0%
Columbia	25	20	80.0%	5	20.0%	4	16.0%	1	4.0%
Coos	71	61	85.9%	10	14.1%	9	12.7%	1	1.4%
Crook	50	39	78.0%	11	22.0%	8	16.0%	3	6.0%
Curry	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Deschutes	33	29	87.9%	4	12.1%	3	9.1%	1	3.0%
Douglas	51	45	88.2%	6	11.8%	6	11.8%	0	0.0%
Gilliam	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Grant	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Harney	4	4	100.0%	0	0.0%	0	0.0%	0	0.0%
Hood River	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Jackson	7	7	100.0%	0	0.0%	0	0.0%	0	0.0%
Jefferson	4	3	75.0%	1	25.0%	1	25.0%	0	0.0%
Josephine	29	24	82.8%	5	17.2%	4	13.8%	1	3.4%
Klamath	9	6	66.7%	3	33.3%	3	33.3%	0	0.0%
Lake	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Lane	16	14	87.5%	2	12.5%	2	12.5%	0	0.0%
Lincoln	6	5	83.3%	1	16.7%	1	16.7%	0	0.0%
Linn	15	12	80.0%	3	20.0%	2	13.3%	1	6.7%
Malheur	14	12	85.7%	2	14.3%	2	14.3%	0	0.0%
Marion	15	15	100.0%	0	0.0%	0	0.0%	0	0.0%
Morrow	3	3	100.0%	0	0.0%	0	0.0%	0	0.0%
Multnomah	21	18	85.7%	3	14.3%	3	14.3%	0	0.0%
Out of State	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Polk	4	2	50.0%	2	50.0%	1	25.0%	1	25.0%
Sherman	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Tillamook	19	13	68.4%	6	31.6%	5	26.3%	1	5.3%
Umatilla	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Union	4	4	100.0%	0	0.0%	0	0.0%	0	0.0%
Wallowa	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Wasco	2	0	0.0%	2	100.0%	2	100.0%	0	0.0%
Washington	13	11	84.6%	2	15.4%	2	15.4%	0	0.0%
Yamhill	28	26	92.9%	2	7.1%	2	7.1%	0	0.0%
Total	480	403	84.0%	77	16.0%	67	14.0%	10	2.1%

2015 Juvenile Recidivism Males By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
						1 to 2		3 or More (chronic)	
County	Youth	Youth	%	Youth	%	Youth	%	Youth	%
Baker	32	22	68.8%	10	31.3%	9	28.1%	1	3.1%
Benton	71	50	70.4%	21	29.6%	19	26.8%	2	2.8%
Clackamas	381	288	75.6%	93	24.4%	81	21.3%	12	3.1%
Clatsop	63	42	66.7%	21	33.3%	16	25.4%	5	7.9%
Columbia	73	49	67.1%	24	32.9%	17	23.3%	7	9.6%
Coos	80	67	83.8%	13	16.3%	11	13.8%	2	2.5%
Crook	59	41	69.5%	18	30.5%	16	27.1%	2	3.4%
Curry	36	30	83.3%	6	16.7%	5	13.9%	1	2.8%
Deschutes	344	237	68.9%	107	31.1%	86	25.0%	21	6.1%
Douglas	160	121	75.6%	39	24.4%	37	23.1%	2	1.3%
Grant	11	10	90.9%	1	9.1%	1	9.1%	0	0.0%
Harney	6	5	83.3%	1	16.7%	0	0.0%	1	16.7%
Hood River	50	36	72.0%	14	28.0%	13	26.0%	1	2.0%
Jackson	423	282	66.7%	141	33.3%	121	28.6%	20	4.7%
Jefferson	48	34	70.8%	14	29.2%	11	22.9%	3	6.3%
Josephine	87	65	74.7%	22	25.3%	16	18.4%	6	6.9%
Klamath	127	88	69.3%	39	30.7%	34	26.8%	5	3.9%
Lake	9	8	88.9%	1	11.1%	1	11.1%	0	0.0%
Lane	466	334	71.7%	132	28.3%	109	23.4%	23	4.9%
Lincoln	48	37	77.1%	11	22.9%	7	14.6%	4	8.3%
Linn	182	116	63.7%	66	36.3%	55	30.2%	11	6.0%
Malheur	82	57	69.5%	25	30.5%	22	26.8%	3	3.7%
Marion	641	429	66.9%	212	33.1%	167	26.1%	45	7.0%
Morrow	36	30	83.3%	6	16.7%	5	13.9%	1	2.8%
Multnomah	626	423	67.6%	203	32.4%	150	24.0%	53	8.5%
Out of State	3	2	66.7%	1	33.3%	1	33.3%	0	0.0%
Polk	87	62	71.3%	25	28.7%	18	20.7%	7	8.0%
Sherman	3	2	66.7%	1	33.3%	1	33.3%	0	0.0%
Tillamook	66	42	63.6%	24	36.4%	20	30.3%	4	6.1%
Umatilla	177	123	69.5%	54	30.5%	42	23.7%	12	6.8%
Union	36	28	77.8%	8	22.2%	8	22.2%	0	0.0%
Wallowa	12	8	66.7%	4	33.3%	3	25.0%	1	8.3%
Wasco	57	35	61.4%	22	38.6%	15	26.3%	7	12.3%
Washington	575	434	75.5%	141	24.5%	116	20.2%	25	4.3%
Wheeler	1	0	0.0%	1	100.0%	1	100.0%	0	0.0%
Yamhill	183	122	66.7%	61	33.3%	46	25.1%	15	8.2%
Total	5,341	3,759	70.4%	1,582	29.6%	1,280	24.0%	302	5.7%

2015 Juvenile Recidivism Females By County		No Subsequent Referrals		Subsequent Referrals		Subsequent Referrals			
						1 to 2		3 or More (chronic)	
County	Youth	Youth	%	Youth	%	Youth	%	Youth	%
Baker	13	10	76.9%	3	23.1%	2	15.4%	1	7.7%
Benton	38	30	78.9%	8	21.1%	6	15.8%	2	5.3%
Clackamas	177	138	78.0%	39	22.0%	34	19.2%	5	2.8%
Clatsop	27	18	66.7%	9	33.3%	7	25.9%	2	7.4%
Columbia	30	23	76.7%	7	23.3%	4	13.3%	3	10.0%
Coos	30	23	76.7%	7	23.3%	4	13.3%	3	10.0%
Crook	21	16	76.2%	5	23.8%	3	14.3%	2	9.5%
Curry	12	11	91.7%	1	8.3%	1	8.3%	0	0.0%
Deschutes	157	123	78.3%	34	21.7%	30	19.1%	4	2.5%
Douglas	78	67	85.9%	11	14.1%	11	14.1%	0	0.0%
Gilliam	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Grant	7	5	71.4%	2	28.6%	2	28.6%	0	0.0%
Harney	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Hood River	26	24	92.3%	2	7.7%	2	7.7%	0	0.0%
Jackson	188	137	72.9%	51	27.1%	42	22.3%	9	4.8%
Jefferson	36	25	69.4%	11	30.6%	11	30.6%	0	0.0%
Josephine	50	42	84.0%	8	16.0%	8	16.0%	0	0.0%
Klamath	85	65	76.5%	20	23.5%	20	23.5%	0	0.0%
Lake	5	5	100.0%	0	0.0%	0	0.0%	0	0.0%
Lane	207	170	82.1%	37	17.9%	34	16.4%	3	1.4%
Lincoln	11	9	81.8%	2	18.2%	2	18.2%	0	0.0%
Linn	84	71	84.5%	13	15.5%	12	14.3%	1	1.2%
Malheur	51	44	86.3%	7	13.7%	7	13.7%	0	0.0%
Marion	285	201	70.5%	84	29.5%	68	23.9%	16	5.6%
Morrow	10	9	90.0%	1	10.0%	1	10.0%	0	0.0%
Multnomah	252	189	75.0%	63	25.0%	56	22.2%	7	2.8%
Out of State	1	1	100.0%	0	0.0%	0	0.0%	0	0.0%
Polk	54	39	72.2%	15	27.8%	14	25.9%	1	1.9%
Tillamook	19	15	78.9%	4	21.1%	3	15.8%	1	5.3%
Umatilla	73	54	74.0%	19	26.0%	15	20.5%	4	5.5%
Union	13	10	76.9%	3	23.1%	1	7.7%	2	15.4%
Wasco	27	21	77.8%	6	22.2%	5	18.5%	1	3.7%
Washington	260	220	84.6%	40	15.4%	35	13.5%	5	1.9%
Wheeler	2	2	100.0%	0	0.0%	0	0.0%	0	0.0%
Yamhill	72	57	79.2%	15	20.8%	12	16.7%	3	4.2%
Total	2,403	1,876	78.1%	527	21.9%	452	18.8%	75	3.1%

Curry County Juvenile Department

94235 Moore Street, Suite 231
Gold Beach, Oregon 97444

Jonathan J. Trost, Director



Juvenile Justice Recidivism Report

2008 88 Referrals / 21 re-offenders 23.9% 12 month recidivism rate / 6.8% were chronic (3 or more)

2009 84 referrals / 22 re-offenders 26.2% 12 month recidivism rate / 7.1% were chronic (3 or more)

2010 56 referrals / 13 re-offenders 23.2% 12 month recidivism rate / 3.6% were chronic

2011 75 referrals / 20 re-offenders 26.7% 12 month recidivism rate / 8.0% were chronic

2012 58 referrals / 13 re-offenders 22.4% 12 month recidivism rate / 3.4% were chronic

2013 47 referrals / 10 re-offenders 21.3% 12 month recidivism rate / 8.5% were chronic

2014 49 referrals / 10 re-offenders 20.4% 12 month recidivism rate / 4.1% were chronic

2015 48 referrals / 7 re-offenders 14.6% 12 month recidivism rate / 2.1% were chronic

State average for 2015 was a 27.2% recidivism rate.

Currently, Curry County has the lowest 12 month recidivism rate among all counties with 15 or more referrals and 4th lowest overall.

There are many factors that go into this level of success. Wendy and Karlie have been the backbone of the Juvenile services for many years, providing both Probation and Prevention services.

** "Referrals" reflects those placed on formal probation**