



# **CURRY COUNTY BOARD OF COMMISSIONERS**

## **GENERAL MEETING**

Wednesday, April 19, 2017 – 10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://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 prior to start of the meeting.*

#### **1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**

#### **2. AGENDA AMENDMENTS**

- A. Resolution Amending Board Review Of Applications For Oregon Liquor Control Commission (OLCC) Permits. Counsel (Public Hearing 10 min)

#### **3. APPROVAL OF AGENDA**

#### **4. ANNOUNCEMENTS**

#### **5. PUBLIC COMMENTS** (3 minutes per person; 30 minute limit for all public comment)

#### **6. CONSENT CALENDAR**

- A. Agreement with The Oregon Department Of Consumer And Business Services, Building Codes Division (DCBS) To Provide Plumbing Inspection/Plan Check Services And Other Services. Community Development (5 min)
- B. Authorization To Purchase Firewall Hardware Software And Licenses. Counsel (5 min)
- C. Authorization To Purchase Spam Filter And Email Storage Services. Counsel (5 min)
- D. Order Appointing Steve Courtier to CCD Board. Counsel (2 min)

#### **7. ADMINISTRATIVE ACTIONS/APPOINTMENTS**

- A. Insurance Agent of Record Selection. Risk Management (10 min)
- B. Order Authorizing Appointment of Administrative Assistant for Commissioners Office. Counsel (5 min)
- C. Order Authorizing Re-Hire of Irregular Administrative Assistant Juvenile (2 min)

#### **8. PUBLIC HEARING**

#### **9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS**

#### **10. NEW BUSINESS**

#### **11. OLD BUSINESS**

- A. Budget Direction. County Accountant (1 hour)

**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**

**13. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS**

- A. Community Development Director Position Funding (5 min)
- B. Community Development Department Activity Report March 2017 (5 min)
- C. Surveyor's Report for March 2017 (5 min)

**14. EXECUTIVE SESSION**

Executive session ORS 192.660(2) (d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations

**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](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** An Resolution amending Board review of applications for Oregon Liquor Control Commission permits**AGENDA DATE<sup>a</sup>:** 04/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 04/13/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** ORS 471.166 allows local governments to adopt a process and fees for local review of applications for OLCC permits. On June 24, 2011, the Board adopted a resolution establishing fees for processing OLCC applications. On September 3, 2014 the Board adopted a resolution adopting a policy for processing applications for Temporary OLCC sales permits. Staff found no resolution establishing rules for processing other types of OLCC permits such as new permits and renewal permits. Practice has been inconsistent. Past decisions from OLCC after input from County have been unsatisfactory so that now the County does not conduct a background check on applicants because county input has been given low weight by OLCC. Prior administration determined that fees for processing OLCC permits would be assigned to Economic Development fund. The funds are not restricted in any way and should be deposited in General Fund. The attached Resolution adopts a uniform process for County review of OLCC applications. Because of the reduced processing by the County, the fees should be reduced to \$25. Staff has several applications pending. Upon adoption the Board can process pending applications.

<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Hearing**

- (1) Past Resolution R20149 adopting rules to process applications for Temporary OLCC permits
- (2) Resolution amending Board review of applications for all classes of OLCC permits
- (3) DRAFT OLCC referral letter from County
- (4) Letter from OLCC re pending renewals and fee confirmation
- (5) Application from Downing and Honey Bear
- (6) ORS 471.166(7)&(8)

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:

<sup>c</sup>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) Modifies current Board review of applications for OLCC permits

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

In the Matter of a Resolution                     )  
Establishing a County Policy on                 )  
Processing Temporary OLCC                     )  
Sales Licenses                                     )  
RESOLUTION NO. R20149

WHEREAS, temporary OLCC licenses are covered by ORS 471.190; and

WHEREAS, OAR 845-005-0440 provides for the procedures for processing temporary OLCC Licenses; and

WHEREAS, subsection (7)(f) of that regulation tells us that the application for a temporary sales license shall include: "The recommendation in writing of the local governing body where the licensed premises will be located;" and

WHEREAS, OLCC has advised the County that it will defer to local governmental procedures regarding the local processing of temporary OLCC sales licenses; and

WHEREAS, it is appropriate for Curry County to adopt local governmental procedures regarding the processing of temporary OLCC sales licenses to ensure a uniformity of process; and

WHEREAS, it is important that County procedures allow for the local processing of temporary OLCC sales licenses in an expeditious way because frequently these licenses need to be issued on short notice;

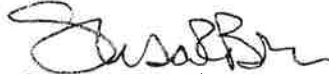
**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY RESOLVES TO ADOPT, AND DOES ADOPT,** the following County Policy on Processing Temporary OLCC Sales Licenses:

- 1) The Board delegates to the liaison commissioner to the Sheriff's Office the authority to sign off on the recommendation of the form for the local processing of temporary OLCC sales licenses. When the liaison commissioner to the Sheriff's Office is absent, any one of the two remaining commissioners is delegated authority to sign off on the recommendation on the form.
- 2) A copy of the signed off form shall be retained in the Commissioners' Office, and a second copy shall be forwarded to the Curry County Sheriff's Office.

3) This Resolution shall be effective upon its passage.

DATED this 3<sup>rd</sup> day of September, 2014.

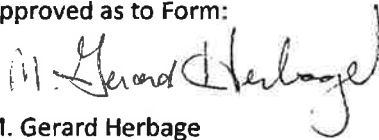
BOARD OF CURRY COUNTY COMMISSIONERS

  
Susan Brown, Chair

  
David Brock Smith, Vice Chair

  
David G. Itzen, Commissioner

Approved as to Form:

  
M. Gerard Herbage  
Curry County Legal Counsel

BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY

In the Matter of Establishing	)	
Procedures for Processing Oregon	)	Resolution
Liquor Control Commission Permits	)	
New, Renew, Temporary and Change	)	
and "Other"	)	
_____	)	

WHEREAS, ORS 471.166 explains that the Oregon Liquor Control commission (OLCC ), before granting or denying a license application, may take into consideration a written recommendation from a local government County on the application; and

WHEREAS, OAR 845 005 0304 explains that the OLCC "may" take into consideration a local government's recommendations; and

WHEREAS, OLCC's practice is that if the County did not respond with an unfavorable recommendation, then OLCC would consider the County having made a favorable recommendation; and

WHEREAS, in the past, the Sheriff reviewed criminal background and other adverse impacts from licensees and applicants; and when unfavorable recommendations were made, the OLCC did not act in accordance with the County's unfavorable recommendations; and

WHEREAS, per Resolution R20149, the Board adopted a policy that the liaison commissioner to the Sheriff's Office or any remaining commissioner in that liaison's absence could sign OLCC Temporary Sales Permit applications, but not other types of OLCC permits, and whereas the Sheriff Office does not have a liaison commissioner; and

WHEREAS, on June 24, 2011, the Board adopted a Resolution establishing fees for review of OLCC new applications, renewal applications, change applications and temporary applications; and

WHEREAS, the County believes that performing a criminal background check on OLCC applicants would have little value to the County because OLCC is not required to follow County recommendations; and,

WHEREAS, the County does not want to be seen as giving a "favorable" recommendation if it fails to respond to the OLCC correspondence on applications and renewals; and

WHEREAS, the County lacks sufficient information to provide an unfavorable recommendation and the County desires to develop an intermediate option for responding to the OLCC inquiries; and

WHEREAS, the County will be performing less tasks on its local review and administration of applications for OLCC permits, so that the County review of each application is the same and the County feels it should revise downward its permit costs accordingly;

NOW THEREFORE, The Board of Commissioners for Curry County hereby Resolves that

1. Resolution R2149 is rescinded and replaced in its entirety.
2. Fees adopted in 2011 are changed to \$25 for all OLCC permit applications.
3. The Board shall process all OLCC applications – including but not limited to: New, Renewal, Temporary, and Change – through the Board of Commissioners' Office Staff.
4. BOC Office staff shall process all OLCC applications in the same fashion, as follows:
  - a. Applications can be presented to any Commissioner available for signature.
  - b. The available Commissioner may sign the attached "No Recommendation" letter to OLCC on the given application(s), or indicate "acknowledged" on OLCC forms.
    - i. Any other action will require full Board consideration at a duly noticed public meeting.
    - ii. The above functions under (3)(b)(i)&(ii) may be delegated to staff by further Board resolution.
  - c. Copies of the correspondence shall be sent the Sheriff for information;
    - i. The Sheriff may conduct further background as warranted in his discretion;
    - ii. The Sheriff may communicate results of background to the Board or OLCC in his discretion
5. For special events, this resolution only applies to the OLCC application portion of a special event. If a special event requires additional non-OLCC permitting, such permitting will be handled under the County's special event or outdoor mass gathering permits process.

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 Huttli, Curry County Counsel



**Curry County  
Board of Commissioners**

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

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

Date \_\_\_\_\_

OLCC  
PO Box 22297  
Portland OR 97269-2297

Re: OLCC License Application Local Government Comments Curry County

Name of Applicant: \_\_\_\_\_

Address \_\_\_\_\_

Type of License Application

\_\_\_\_\_ New

\_\_\_\_\_ Renewal

\_\_\_\_\_ Temporary

\_\_\_\_\_ Event / Special

Comments:

The Board of County Commissioners for Curry County received a request for comment on the above-referenced application. See attached for application information if any. The Board of Commissioners provides a comment of "No Recommendation" on the permit. The OLCC should consider this comment as neutral – neither favorable nor unfavorable.

Respectfully,

Commissioner, Curry County

Encl: supplemental applicant information if any

MAY 30, 2017

TO: JOHN JEZUIT

CURRY CO. COMMISSIONERS OFFICE

FROM: PAMELA DOWNING

BROOKINGS LIQUOR STORE, INC.

RE: OFF-PREMISE SALES APPLICATION

PLEASE FORWARD TO SUMMER WHITMER

AT OLCC IN COOS BAY UPON APPROVAL.

HER FAX: 541-266-7234

EMAIL: Summer.Whitmer@oregon.gov

PHONE: 541-266-7601

pg 1 of 4

**BROOKINGS LIQUOR STORE, INC**

896 CHETCO AVE. PO BOX 4429  
BROOKINGS, OR 97415  
PH. 541-469-2502

ROGUE CREDIT UNION  
800-856-7328  
www.roguecu.org

9874

96-7477/3232

CHECK ARMOR  
35

4/3/17

PAY TO THE  
ORDER OF

Curry County

\$100.00

One Hundred

00/100

DOLLARS

MEMO

Off Premise Permit Fee

Pamela Downing

AUTHORIZED SIGNATURE

⑈009874⑈ ⑆323274775⑆00000000631026⑈



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

## LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)  
☐ Commercial Establishment  
☐ Caterer  
☐ Passenger Carrier  
☐ Other Public Location  
☐ Private Club  
☐ Limited On-Premises Sales (\$202.60/yr)  
☒ Off-Premises Sales (\$100/yr)  
☐ with Fuel Pumps  
☐ Brewery Public House (\$252.60)  
☐ Winery (\$250/yr)  
☐ Other: \_\_\_\_\_

## ACTIONS

- ☐ Change Ownership  
☒ New Outlet  
☐ Greater Privilege  
☐ Additional Privilege  
☐ Other \_\_\_\_\_

## 90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

## APPLYING AS:

- ☐ Limited Partnership ☒ Corporation ☐ Limited Liability Company ☐ Individuals

## CITY AND COUNTY USE ONLY

Date application received: \_\_\_\_\_

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: \_\_\_\_\_  
 (signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## OLCC USE ONLY

Application Rec'd by: \_\_\_\_\_

Date: \_\_\_\_\_

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Pamela Downing ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Brookings Liquor Store, Inc.

3. Business Location: 97921 Shopping Center Ave. Harbor Curry Ave. 97415  
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 4429 Brookings Oregon 97415  
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-469-2502 541-469-2502  
 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Pamela Downing Type of License: Off-Premises

8. Former Business Name: Remains the same Brookings Liquor Store

9. Will you have a manager? ☐ Yes ☒ No Name: \_\_\_\_\_  
 (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? County  
 (name of city or county)

11. Contact person for this application: Pam Downing 541-251-0884  
PO Box 4429 (name) (phone number(s))  
541-469-2502 (address) (fax number) pamela@harborside.com (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Pamela Downing Date 3/30/17 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY**

1. Trade Name Brookings Liquor Store, Inc 2. City Harbor  
3. Name Downing Pamela Kay  
(Last) (First) (Middle)  
4. Other names used (maiden, other) Pamela Nelson

9. Driver License or State ID # \_\_\_\_\_
11. Residence Address 17228 Parkview Dr. Brookings Ore. 97415  
(number and street) (city) (state) (zip code)
12. Mailing Address (if different) PO Box 26 Brookings Oregon 97415  
(number and street) (city) (state) (zip code)
13. Contact Phone 541-251-0884 14. E-Mail address (optional) pdowning@charter.net
15. Do you have a spouse or domestic partner? ☐ Yes ☒ No  
If yes, list his/her full name: \_\_\_\_\_
16. If yes to #15, will this person work at or be involved in the operation or management of the business?  
☐ Yes ☐ No
17. List all states, other than Oregon, where you have lived during the past ten years:  
N/A
18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?  
☐ Yes ☐ No ☒ Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.  
If unsure, explain. You may include the information on a separate sheet.
19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony? ☐ Yes ☒ No ☐ Unsure  
If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.

20. Trade Name Brookings Liquor Store 21. City Harbor

22. Do you have any arrests or citations that have not been resolved? ☐ Yes ☒ No ☐ Unsure  
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol **diversion program** in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.) ☐ Yes ☒ No ☐ Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

24. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.) ☐ Yes ☒ No ☐ Unsure  
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the US?  
☐ Yes ☒ No ☐ Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

**Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license.** If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol? ☐ N/A ☐ Yes ☒ No ☐ Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?  
☐ N/A ☐ Yes ☒ No ☐ Unsure If yes or unsure, explain:

**Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license.** If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon? ☒ N/A ☐ Yes ☐ No ☐ Unsure If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Pamela Downing

Date: 3/30/17



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

## LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)  
☒ Commercial Establishment  
☐ Caterer  
☐ Passenger Carrier  
☐ Other Public Location  
☐ Private Club  
☐ Limited On-Premises Sales (\$202.60/yr)  
☒ Off-Premises Sales (\$100/yr)  
☐ with Fuel Pumps  
☐ Brewery Public House (\$252.60)  
☐ Winery (\$250/yr)  
☐ Other: \_\_\_\_\_

## ACTIONS

- ☐ Change Ownership  
☒ New Outlet  
☐ Greater Privilege  
☐ Additional Privilege  
☐ Other \_\_\_\_\_

## 90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

## APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

## CITY AND COUNTY USE ONLY

Date application received: \_\_\_\_\_

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: \_\_\_\_\_  
 (signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## OLCC USE ONLY

Application Rec'd by: She

Date: 4/13/17

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① HONEY BEAR RV RESORT, LLC ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): BEARS BAR & GRILL

3. Business Location: 34161 Ophir RD GOLD BEACH CURRY OR 97444  
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: SAME  
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541 247 2765  
 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: HONEY BEAR RV'S

9. Will you have a manager? ☒ Yes ☐ No Name: SELF "GLEN E. KUBLI"  
 (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? CURRY  
 (name of city or county)

11. Contact person for this application: GLEN KUBLI 541 247 2765  
 (name) (phone number(s))  
34161 OPHIR RD GOLD BEACH 97444 GLEN KUBLI  
 (address) (fax number) (e-mail address) hotmail.com

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 4/16/17 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: HONEYBEAR RV RESORT LLC Phone: 541 247-2765

Trade Name (dba): BEARS BAR & GRILL

Business Location Address: 34161 Ophir Rd.

City: GOLD BEACH OR ZIP Code: 97444

## DAYS AND HOURS OF OPERATION

### Business Hours:

Sunday	<u>12</u>	to	<u>8</u>
Monday	<u>CLOSED</u>		
Tuesday	<u>4</u>	to	<u>9</u>
Wednesday	<u>4</u>	to	<u>9</u>
Thursday	<u>4</u>	to	<u>10</u>
Friday	<u>4</u>	to	<u>10</u>
Saturday	<u>4</u>	to	<u>10</u>

### Outdoor Area Hours:

Sunday		to	
Monday		to	
Tuesday	<u>4 pm</u>	to	<u>8 pm</u>
Wednesday	<u>11</u>	to	<u>11</u>
Thursday	<u>11</u>	to	<u>11</u>
Friday	<u>11</u>	to	<u>11</u>
Saturday	<u>11</u>	to	<u>11</u>

The outdoor area is used for:

☒ Food service Hours: 4 pm to 8 pm  
☒ Alcohol service Hours: 4 pm to 8 pm  
☒ Enclosed, how GLASS PANELS

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_ (Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: OPEN LESS DURING WINTER

## ENTERTAINMENT

Check all that apply:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Live Music     | <input checked="" type="checkbox"/> Karaoke                                  |
| <input checked="" type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games                                 |
| <input type="checkbox"/> DJ Music                  | <input type="checkbox"/> Video Lottery Machines                              |
| <input checked="" type="checkbox"/> Dancing        | <input type="checkbox"/> Social Gaming                                       |
| <input type="checkbox"/> Nude Entertainers         | <input checked="" type="checkbox"/> Pool Tables                              |
|  | <input checked="" type="checkbox"/> Other: <u>FAMILY GAMES (TRIVIA, ETC)</u> |

## DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
* Thursday	<u>7</u>	to	<u>9</u>
* Friday	<u>7</u>	to	<u>9</u>
* Saturday	<u>7</u>	to	<u>9</u>

AS SCHEDULED

## SEATING COUNT

Restaurant: 40  
Lounge: 10  
Banquet: 1

Outdoor: 12  
Other (explain): GAME/FAMILY/LEISURE  
Total Seating: 70

### OLCC USE ONLY

Investigator Verified Seating: \_\_\_\_ (Y) \_\_\_\_ (N)  
Investigator Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 4-6-17



## OREGON LIQUOR CONTROL COMMISSION

## INDIVIDUAL HISTORY

1. Trade Name HONEY BEAR RV RESORT LLC / BEARS BAR 2. City GOLD BEACH3. Name KUBLI GLEN EDWARD  
(Last) (First) (Middle)

4. Other names used (maiden, other) \_\_\_\_\_

11. Residence Address 34161 Ophir Rd GOLD BEACH OR 97444  
(number and street) (city) (state) (zip code)12. Mailing Address (if different) SAME  
(number and street) (city) (state) (zip code)13. Contact Phone 541 247-2765 14. E-Mail address (optional) \_\_\_\_\_15. Do you have a spouse or domestic partner? ☐ Yes ☒ No  
If yes, list his/her full name: \_\_\_\_\_16. If yes to #15, will this person work at or be involved in the operation or management of the business?  
☐ Yes ☐ No17. List all states, other than Oregon, where you have lived during the past ten years:  
AZ, FL & CA.18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?  
☐ Yes ☒ No ☐ Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.  
If unsure, explain. You may include the information on a separate sheet.19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony? ☐ Yes ☒ No ☐ Unsure  
If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.

20. Trade Name HONEY BEAR RV RESORT LLC 21. City GOLD BEACH  
DBA BEARS BAR & GRILL
22. Do you have any arrests or citations that have not been resolved? ☐ Yes ☒ No ☐ Unsure  
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol **diversion program** in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.) ☐ Yes ☒ No ☐ Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

24. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.) ☐ Yes ☒ No ☐ Unsure  
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the US? ☐ Yes ☒ No ☐ Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

**Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license.** If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol? ☐ N/A ☐ Yes ☒ No ☐ Unsure  
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business? ☐ N/A ☐ Yes ☒ No ☐ Unsure  
If yes or unsure, explain:

**Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license.** If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon? ☒ N/A ☐ Yes ☐ No ☐ Unsure  
If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 4/4/17

**SPECIAL EVENT BREWERY-PUBLIC HOUSE (SEBPH) APPLICATION**

This license allows an Oregon Brewery-Public House Licensee to sell wine, cider, and malt beverages for drinking within the special event licensed area, in sealed containers for taking out of the special event licensed area, and malt beverages, wine, or cider in a securely covered container (i.e. growlers) for taking out of the special event licensed area.

- **Process Time:** OLCC needs your completed application to us in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #10 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
- **OLCC License Fee:** \$10 per license day or any part of a license day. **Make payment by check or money order, payable to OLCC.** A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- **License Days:** In #10 below, you may apply for a maximum of **five** license days per application form.

1. Licensee Name: Brookings Brewing Co LLC		
2. Email: bigal@chetcobrew.com		
3. Trade Name of Business: Chetco Brewing Company		4. Fax:
5. Address of Annual Business PO Box 1500 PMB 255 (16883 Yellowbrick Rd)		6. City: Brookings
7. Contact Person: Alex Carr-Frederick		8. Contact Phone: 541-661-KEGS
9. Event Name: Curry County Cruisers Car Show		
10. Date(s) of event (no more than five days): May 27 & 28 2017		
11. Start/end hours of alcohol service: 10 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm to 5 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm		
12. Address of Special Event: Port of Brookings Harbor 16340 Lower Harbor Rd		City Brookings Zip OR
13. Is the event outdoors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
13a. If no, in what area(s) of the building is the event located?		
13b. If yes, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.		
14. Describe the primary activities within the licensed area: classic car show, food, music, beer garden all in the front parking lot of the port		
15. Will minors be allowed at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
16. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 450		

**PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA**

If your answer to #16 is 501 or more, **in addition** to your answers to questions 17, 18, and 19, you will need to complete the OLCC's Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

17. Describe your plan to prevent problems and violations:  
Only one beer will be served to any one customer at a time. All alcohol will be consumed within the boundary of the event. Entrances will be marked with "no alcohol beyond this point"
18. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors:  
adults of drinking age will be issued wrist bands  
anyone who appears to be under the age of 26 will be ID'd

19. Describe your plan to manage alcohol consumption by adults:

Any customer who appears to be overintoxicated will be refused service. Only one beer will be served to a customer at a time and all alcohol will be consumed in the event area.

20. List name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area:

Alex Carr-Frederick 32219

#### LIQUOR LIABILITY INSURANCE

If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168).

21. Insurance Company: Mutual of Enumclaw

22. Policy #: CPP001335301

23. Expiration Date: 03/27/18

#### MARIJUANA

24. Will marijuana (such as use, consumption, samples, give-away, sale, etc.) be allowed on the special event licensed premises or be part of the event or an adjacent event? ☐ Yes ☒ No

#### FOOD SERVICE

You must provide at all times and in all areas where alcohol service is available at least two different substantial food items (see the attached sheet for an explanation of this requirement).

25. Name at least two different substantial food items that will be provided:

1. paninis

2. burgers

#### GOVERNMENT RECOMMENDATION

You must obtain a recommendation from the local city or county named in #26 before submitting this application to the OLCC.

26. Name the city if the event address is within a city's limits, or the county if the event address is outside the city's limits: Curry County


#### SIGNATURE

I affirm that I am authorized to sign this application on behalf of the applicant.

27. Name (please print):

Alex Carr-Frederick

28. Signature:



29. Date:

3/30/17

#### CITY OR COUNTY USE ONLY

The city/county named in #26 above recommends:

☐ Grant

☐ Acknowledge

☐ Deny (attach written explanation of deny recommendation)

City/County Signature:

Date:

#### FORM TO OLCC

This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

#### OLCC USE ONLY

Fee Paid:

Date:

Receipt #:

License is: ☐ Approved ☐ Denied

OLCC Signature:

Date:

471.166 Local government recommendations on license issuance and renewal; rules; fees. (1) The Oregon Liquor Control Commission may require that every applicant for issuance or renewal of a license under this chapter acquire a written recommendation from the governing body of the county if the place of business of the applicant is outside an incorporated city, and from the city council if the place of business of the applicant is within an incorporated city. The commission may take such written recommendation into consideration before granting or refusing the license.

(2) If the commission requires that an applicant for issuance of a new license acquire the written recommendation of a local government, the applicant must give notice to the local government when an application is made for issuance of the license. If the local government files a favorable recommendation with the commission within 45 days after the notice is given, the commission shall proceed with consideration of the application. The commission shall proceed with consideration of the application as though the local government had made a favorable recommendation unless, within 45 days after notice is given to the local government:

(a) The local government files an unfavorable recommendation with the commission with a statement of the grounds for the unfavorable recommendation; or

(b) The local government files a request for additional time with the commission that sets forth the reason additional time is needed by the local government, a statement that the local government is considering making an unfavorable recommendation on the application, and the specific grounds on which the local government is considering making an unfavorable recommendation.

(3) If the commission requires that an applicant for renewal of a license acquire the written recommendation of a local government under this section, the commission shall give notice to the local government when an application is due for renewal of the license. If the local government files a favorable recommendation with the commission within 60 days after the notice is given, the commission shall proceed with consideration of the application. The commission shall proceed with consideration of the application as though the local government had made a favorable recommendation unless within 60 days after notice is given to the local government:

(a) The local government files an unfavorable recommendation with the commission with a statement of the grounds for the unfavorable recommendation; or

(b) The local government files a request for additional time with the commission that sets forth the reason additional time is needed by the local government, a statement that the local government is considering making an unfavorable recommendation on the application, and the specific grounds on which the local government is considering making an unfavorable recommendation.

(4) The commission shall suspend consideration of an application subject to this section for a reasonable period of time if a local government requests additional time under subsection (2)(b) or (3)(b) of this section and the grounds given by the local government are valid grounds for an unfavorable determination under this chapter or rules adopted by the commission. The commission shall by rule establish the period of time that shall be granted to a local government pursuant to a request under subsections (2)(b) and (3)(b) of this section.

(5) The commission shall by rule establish valid grounds for unfavorable recommendations by local governments under this section. Valid grounds established by the commission under this section for an unfavorable recommendation by a local government must be limited to those grounds considered by the commission in making an unfavorable determination on a license application.

(6) A person filing an application for issuance or renewal of a license that is subject to this section must remit to the local government the fees established under subsections (7) and (8) of this section. The commission shall give notice to the applicant for license renewal of the amount of the fees and the name of the local government collecting the fees. The commission is not responsible for collecting the fees charged by the local government or for ensuring that the fees have been paid. An applicant for a

license renewal shall certify in the application form filed with the commission that the applicant has paid any fees required under this section.

(7) An applicant required to seek a written recommendation from a local government must pay an application fee to the local government, in an amount determined by the governing body of the city or county, for each application for a license. The application fee established by a local government under this subsection may not exceed \$25.

(8) After public notice and hearing, the governing body of a city or county may adopt an ordinance, rule or resolution prescribing licensing guidelines to be followed in making recommendations on license applications under this chapter and in allowing opportunity for public comment on applications. If the guidelines are approved by the commission as consistent with commission rules, after public notice and hearing the governing body may adopt an ordinance, rule or regulation establishing a system of fees that is reasonable and necessary to pay expenses of processing the written recommendation. Processing fees under this subsection are in lieu of fees under subsection (7) of this section. In no case shall the processing fee under this subsection be greater than \$100 for an original application, \$75 for a change in ownership, change in location or change in privilege application, and \$35 for a renewal or temporary application. [1999 c.351 §20; 2003 c.337 §1]

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

FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Agreement with the Oregon Department of Consumer and Business Services, Building Codes Division (DCBS) to provide plumbing inspection/plan check services and other services.

**AGENDA DATE<sup>a</sup>:** 04.19.2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 5 minutes

<sup>a</sup>Submit 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:** 04.11.2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Plumbing inspection services are required for development in the County. There is a need for these services from Oregon Department of Consumer and Business Services, Building Codes Division (DCBS) with the absence of the County inspector with the qualifications to perform these inspections and the pending certification of the Building Official to take on these duties. Additional information is provided in the attached staff report.

<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:****SUBMISSION TYPE: Agreement**

- (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

☐ Send Printed Copy to:

☒ Email a Digital Copy to:

☐ Other

Name:

Address:

City/State/Zip:

Phone:

Due date to send: April /20 / 2017  
pospishilj@co.curry.or.us.

Email: johnsonc@co.curry.or.us and

<sup>c</sup>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) Contract with State DCBS

**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**

**Date:** April 19, 2017

**From:** Carolyn Johnson, Community Development Director

**Issue/Agenda Title:** Agreement with the Oregon Department of Consumer and Business Services, Building Codes Division (DCBS) to provide plumbing inspection/plan check services and other services.

**Recommendation:** Adopt Order authorizing agreement.

**Recommended Motion:** "I move adoption an Order authorizing a DCBS agreement.

**Summary:** The Community Development Department Building Division provides construction inspection and plan check services for residential and commercial development throughout the County and for the cities of Port Orford and Gold Beach. This service includes plumbing inspections.

The County's inspector covering plumbing inspections and plan checks will be away until the end of August and after that, anticipating retirement by the end of 2017. The Building Official is not currently certified to handle plumbing inspections; however he anticipates completion of his residential plumbing inspection certification coursework by November 1, 2017. In the inspector's absence and until the Building Official is certified for residential plumbing inspections, it will be necessary to utilize these DCBS services.

Proposed is an agreement with DCBS for inspection and plan check services, including plumbing, at 90% of the cost of the permit. This service is needed for plumbing permitting and plan check services, would be provided on an as-needed basis, and include processing the plumbing permit application through the e-permit system. The County would retain 10% of the permit fee. The agreement also references other services that may be available; however the only service required at this time is related to plumbing inspections and plan check services.

The proposed agreement has a five year life, and provides access to other inspection services (mechanical, structural etc. . . ) and Building Official services at a billing rate of \$85/hr. While use of these services are not anticipated, should the Building Official or inspectors be ill or on vacation, service to the public could still be provided.

It is estimated that the use of services by DCBS noted herein may result in cost of up to approximately \$25,000 by November 1. Around September 1 the County inspector will return and the use of DCBS services will likely be minimized. As the inspector heads towards retirement by the end of the year, the Building Official will be poised to take on all residential plumbing inspections and plan checks around November 1.

**Attachment:** Attachment 1 - Order

Attachment 1

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order )  
Authorizing an agreement with )  
The Oregon Department of )  
Consumer and Business ) ORDER NO. \_\_\_\_\_  
Services, Building Codes )  
Division (DCBS) Oregon )  
Department for inspection )  
And plan check services )

WHEREAS, The Community Development Department Building Division provides construction inspection and plan check services for residential and commercial development; and,

WHEREAS, DCBS services for plumbing inspections and plan checks are required due to the pending absence of the County's plumbing inspector and pending Building Official certification of for residential plumbing inspections.

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

- 1) The attached agreement with DCBS (Exhibit 1) is adopted.
- 2) This order shall be effective upon its passage.

DATED this 19<sup>th</sup> of April, 2017.

COMMISSIONERS

BOARD OF CURRY COUNTY

Approved as to form:

\_\_\_\_\_  
Tom Huxley, Chair

\_\_\_\_\_  
Sue Gold, Vice Chair

\_\_\_\_\_  
John Hutt  
County Counsel

\_\_\_\_\_  
Court Boice, Commissioner

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

This agreement is between Curry County and the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), in accordance with ORS 190.110 and 455.185. The Contract Administrators of this agreement are:

DCBS	Curry County
Contract Administrator: Shane Sumption  Title: Field Services Section Manager  State of Oregon, Department of Consumer and Business Services, DCBS Building Codes Division 1535 Edgewater St. NW P.O. Box 14470 Salem, OR 97309-0404 Phone: (503) 378-2015 Fax: (503) 378-2322  Email: shane.r.sumption@state.or.us	Contract Administrator: John Pospishil  Title: Building Official  Address Phone: 541-247-3379 Fax: 541-247-4579  Email: <a href="mailto:pospishilj@co.curry.or.us">pospishilj@co.curry.or.us</a>  <b>Email inspection requests:</b> <a href="mailto:creightons@co.curry.or.us">creightons@co.curry.or.us</a>  FEIN: 936002291

**I. PURPOSE:** By this Agreement, the State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), and the Municipality agree to provide Building Official services, Plan Review and Inspection services to each other when requested. When requesting services, a party is the Requesting Party. When providing Services, a party is the Service Provider.

## **II. TERM OF AGREEMENT:**

This Agreement shall become effective when authorized by the Board of Commissioners on April 19, 2017. This Agreement shall expire five years after its effective date, unless terminated early in accordance with Section IX.

## **III. STATEMENT OF WORK**

A. A Requesting Party shall:

1. Contact the Building Official of the Service Provider, when services are needed.
2. Email inspection requests to the Service Provider, at least 24 hours in advance of inspection.

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

3. Send all construction plans for which plan review is requested to:

ATTN Shane Sumption  
BCD Salem Office,  
1535 Edgewater St. NW,  
Salem OR 97309

4. Remit payment to the Service Provider in accordance with IV(C).

B. Service Provider will agree to, on an as-needed basis:

1. Provide an interim Building Official who is certified to perform Building Official duties during business hours by telephone and onsite, as requested. The interim Building Official shall be an employee of the Service Provider, managed by, reporting within, and subject to the direction and control of the Service Provider.

2. Perform plan review and inspection services, by plan or inspection as requested, consistent with construction codes and standards adopted by the State of Oregon.

3. Perform services using Service Provider staff possessing appropriate certification or designation recognized by the State of Oregon.

4. Complete residential plan reviews within 10 calendar days. Complete commercial Plan reviews within 15 calendar days of receipt.

5. Submit inspection reports to the Requesting Party within forty-eight (48) hours of the inspection.

The only services that will be provided under this Agreement are those requested by the Requesting Party and as Service Provider has available staff to complete the requested work

## IV. CONSIDERATION

A. Requesting Party agrees to pay Service Provider at the rate of:

a) Ninety percent (90%) of the plan review fee collected by the Requesting Party for plan reviews completed under this agreement.

b) Ninety percent (90%) of the permit fee collected by the Requesting Party for permitted work where BCD will conduct all associated inspections with the permit.

c) Eighty-five dollars (\$85.00) per hour for work not identified in (a) or (b).

d) For each month that Service Provider provides interim Building Official services, but no inspection or plan review services, 10% of all building code related fees collected by Requesting Party.

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

B. Both parties certify that, at the time this agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this agreement.

C. Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January thru March, April thru June, July thru September, and October thru December. Payment is due within 60 days of the close of each quarter. Payment to be sent to the following address:

Building Codes Division  
BCD FACS  
PO Box 14470  
Salem OR 97309-0404

D. With every payment, for the work done under this Agreement during the quarter for which payment is being remitted, Requesting Party shall provide Service Provider with:

- (1) Documentation of each plan review performed by Service Provider and the associated fees collected by Requesting Party;
- (2) documentation of each permit inspected by Service Provider and the associated fees collected by Requesting Party;
- (3) documentation of any request for interim Building Official services made, as well as the month and number of hours Service Provider provided interim Building Official services;
- (4) documentation of all work performed by Service Provider at the hourly rate under paragraph (A)(c) of this section, as well as the date and number of hours such work was performed; and
- (5) if interim Building Official services were provided, Requesting Party's accounting of all plan review fees, permit fees, collected by Requesting Party, and all payment remitted to Service Provider, for the subject quarter.

E. Requesting Party agrees that it shall provide or make available, if and as requested by Service Provider, any and all records and information related to this agreement of which Requesting Party is custodian, within 30 days of such request by Service Provider. Requesting Party further agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created.

## V. TRAVEL AND OTHER EXPENSES

Requesting Party shall not be responsible to Service Provider for travel or other expenses.

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

## VI. BREACH

Neither party shall be in breach of this Agreement until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for 7 days in the case of Municipality's obligations; or 14 days in the case of DCBS's obligations. In the case of a default, the nonbreaching party may terminate this agreement with (10) days prior written notice to the breaching party and shall be entitled to seek damages or any other remedy provided by applicable law. If DCBS is the nonbreaching party, it may elect to perform any of the breaching party's obligations and recover from the breaching party the costs of such performance plus interest at the rate of 10% of such costs. If DCBS is the nonbreaching party, it may also elect to commence an investigation of Municipality under ORS 455.770(1) and (2)(b).

## VII. CONTRIBUTION

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

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

With respect to a Third Party Claim for which the Municipality is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Municipality on the one

# **COOPERATIVE AGREEMENT (5 YEAR)**

CA #

hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Municipality on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Municipality's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **VIII. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This agreement may be extended upon written amendment.

## **IX. TERMINATION**

This agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

## **X. FORCE MAJEURE**

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Party shall resume performance of its obligations under this Agreement. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

## **XI. ALTERNATIVE DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

# **COOPERATIVE AGREEMENT (5 YEAR)**

CA #

## **XII. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **XIII. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

## **XIV. PARTNERSHIP**

Neither party is, by virtue of this agreement, a partner nor a joint venturer in connection with activities carried out under this agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.

## **XV. AUDIT**

DCBS reserves the right to audit, at Municipality's expense, all records pertinent to this agreement.

## **XVI. NO WAIVER OF CLAIMS**

The failure by either party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this agreement.

## **XVII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, whether written or oral, concerning the subject matter of this agreement which is not fully expressed herein. This agreement may not be modified or amended except in writing and signed by all parties.

**SIGNATURE PAGE FOLLOWS**

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

## XVIII. SIGNATURES

Department of Consumer and Business  
Services, Building Codes Division

Curry County

\_\_\_\_\_  
Mark Long, Administrator      Date\_\_\_\_\_

\_\_\_\_\_  
Tom Huxley      Date\_\_\_\_\_  
Commissioner Chair

\_\_\_\_\_  
Nancy A. Cody      Date\_\_\_\_\_  
Designated Procurement Officer

\_\_\_\_\_  
Sue Gold      Date\_\_\_\_\_  
Commissioner Vice-Chair

\_\_\_\_\_  
Court Boice      Date\_\_\_\_\_  
Commissioner

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Authorization to purchase firewall hardware software and licenses**AGENDA DATE<sup>a</sup>:** 04/19/2017 **DEPARTMENT:** IT **TIME NEEDED:** 5min<sup>a</sup>Submit 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:** 3291 **TODAY'S DATE:** 04/12/2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** The County's firewall maintenance is on a time and materials basis and the county seeks a long-term solution with lower overall costs. Development Group Inc., is a Cisco authorized vendor. Board motion to approve \$11,239.65<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Contract

(1)DGI proposal 14216

(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:** Consent Calendar**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Authorize firewall hardware software and service acquisition

**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 ☐

Company:  
**CURRY COUNTY**

Requested By:  
**Daniel Springer**  
IT Director



development group, inc

# Proposal #14216

Description:  
**Curry County ASAS516 Replacement**

Bill To: CURRY COUNTY 94235 MOORE ST STE 111 GOLD BEACH, OR 97444-9702	Ship To: CURRY COUNTY 94235 MOORE ST STE 111 GOLD BEACH, OR 97444-9702	Sold To: CURRY COUNTY 94235 MOORE ST STE 111 GOLD BEACH, OR 97444-9702
Created: 3/16/2017 Expires: 4/16/2017 Version: 1	Account Manager: bherman Systems Engineer: jwilson	Payment Terms: Net 30

## Product & Manufacturer Maintenance

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
<b>1.0 ASA 5516-X with Firepower Threat Defense, 8GE, AC</b>						
2	1	ASAS516-FTD-K9 ASA 5516-X with Firepower Threat Defense, 8GE, AC	SMARTnet 8x5xNBD	3,597.00	3,597.00	
3	1	CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		Included		
4	1	SF-ASA-TD6.1-K9 Cisco Firepower Threat Defense software v6.1 for ASAS500-X		Included		
5	1	ASAS516-SSD ASA 5516-X SSD		Included		
<b>2.0 Cisco AnyConnect / RA VPN Plus Perpetual License Group</b>						
7	1	L-AC-PLS-P-G Cisco AnyConnect / RA VPN Plus Perpetual License Group	TP Operate Svcs - Essential SW	Included		
8	2	AC-PLS-P-25-S Cisco AnyConnect 25 User Plus Perpetual License	TP Operate Svcs - Essential SW	630.00	1,260.00	
9	99999	L-AC-PLS-P-25 Cisco AnyConnect 25 User Plus Perpetual (ASA License Key)		Included		
<b>3.0 Cisco Firepower Management Center, (VMWare) for 2 devices</b>						
11	1	FS-VMW-2-SW-K9 Cisco Firepower Management Center, (VMWare) for 2 devices	TP Operate Svcs - Essential SW	300.00	300.00	
				Subtotal	\$5,157.00	
				Handling	\$2.00	

Estimated Sales Tax		Tax Exempt	
SMARTnet		\$840.75	
Professional Services		\$5,239.90	
Shipping		\$0.00	
Total		\$11,239.65	

Company:  
**CURRY COUNTY**

Requested By:  
**Daniel Springer**  
IT Director

Description:  
**Curry County ASAS516 Replacement**



development group, inc

**Proposal #14216**

**Recurring Services**

Line No	Qty	Product	Unit of Measure	Unit Price	Ext'd Price
dgi>enable					
1	0	M-SEC-FW-C2 dgi>enable - Cisco Firewall, SSL VPN, advanced	Monthly	285.00	0.00
Estimated Monthly Recurring Cost					\$0.00

Company:

**CURRY COUNTY**

Requested By:

**Daniel Springer**

IT Director

Description:

**Curry County ASAS516 Replacement**



development group, inc

# Proposal #14216

## Cisco SMARTnet Proposed Service Details

Qty	Product Number	Service Level	Service Product Number	Term	Customer Price
<b>1.0 ASA 5516-X with Firepower Threat Defense, 8GE, AC</b>					
1	<b>ASAS516-FTD-K9</b> ASA 5516-X with Firepower Threat Defense, 8GE, AC	SMARTnet 8x5xNBD (SNT)	CON-SNT-ASASK16F	1 Year	683.05
1	<b>CAB-AC</b> AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	NONE			Included
1	<b>SF-ASA-TD6.1-K9</b> Cisco Firepower Threat Defense software v6.1 for ASAS500-X	NONE			Included
1	<b>ASAS516-SSD</b> ASA 5516-X SSD	NONE			Included
<b>2.0 Cisco AnyConnect / RA VPN Plus Perpetual License Group</b>					
1	<b>L-AC-PLS-P-G</b> Cisco AnyConnect / RA VPN Plus Perpetual License Group	TP Operate Svcs - Essential SW (ECMU)	CON-ECMU-LACPSPG	1 Year	0.00
2	<b>AC-PLS-P-25-S</b> Cisco AnyConnect 25 User Plus Perpetual License	TP Operate Svcs - Essential SW (ECMU)	CON-ECMU-ACP125	1 Year	62.70
99999	<b>L-AC-PLS-P-25</b> Cisco AnyConnect 25 User Plus Perpetual (ASA License Key)	NONE			Included
<b>3.0 Cisco Firepower Management Center,(VMWare) for 2 devices</b>					
1	<b>FS-VMW-2-SW-K9</b> Cisco Firepower Management Center,(VMWare) for 2 devices	TP Operate Svcs - Essential SW (ECMU)	CON-ECMU-VMWSW2	1 Year	95.00
<b>Cisco SMARTnet Subtotal</b>					<b>\$840.75</b>

Company:

**CURRY COUNTY**

**Proposal #14216**

Requested By:

**Daniel Springer**

IT Director

Description:

**Curry County ASAS516 Replacement**



## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

## Company & Payment Information

### Mailing Address

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Office Locations

Development Group, Inc.  
6704 Lockhead Dr  
Redding, CA 96002

### Payment Information

Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693  
Federal Tax ID: 26-3740919

### Wire Transfer Information

**Domestic Wire Transfer (U.S.)**  
Wire Routing Transit Number (RTN): 026009593  
Bank Name: Bank of America  
City, State: Chicago, IL  
Account Number: 8188065595  
Title of Account: DEVELOPMENT GROUP INC

**International Wire Transfer**  
Wire Routing Transit Number:  
026009593  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
City, State: Chicago, IL  
Account Number: 8188065595  
Title of Account: DEVELOPMENT  
GROUP INC

Note: All wire transfers must be made in US Dollars

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Authorization to purchase spam filter and email storage services**AGENDA DATE<sup>a</sup>:** 04/19/2017 **DEPARTMENT:** IT **TIME NEEDED:** 5min<sup>a</sup>Submit 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:** 3291 **TODAY'S DATE:** 04/12/2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** The County's IT vendor Coos Curry Electric Cooperative is in the process of reviewing the Countys' five-year technology needs. Updating our spam filter and obtaining email cloud storage for five years is identified as a five-year need that can be filled at this time. Recommend option 5-year spam filter and cloud email storage \$10,400.<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Contract

- (1)SHI proposal 13231004  
(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:

<sup>c</sup>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) Authorize software and services acquisition**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 ☐



Pricing Proposal  
Quotation #: 13231004  
Created On: 3/30/2017  
Valid Until: 3/31/2017

## County of Curry OR

### Daniel Springer

94235 Moore St.  
Gold Beach, OR 97444  
United States  
Phone: (541) 247-3371  
Fax:  
Email: daniel.springer@cooscurryelectric.com

## Inside Account Executive

### Pete Garay

290 Davidson Ave  
Somerset, NJ  
08873  
Phone: 1-732-652-0815  
Fax: 732-564-8224  
Email: Pete\_Garay@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Barracuda Essentials for Office 365 Email Security Service - Subscription license ( 1 year ) - 1 user - hosted - volume - up to 250 licenses Barracuda Networks - Part#: BEOES100A12	100	\$16.00	\$1,600.00
2 Barracuda Essentials for Office 365 Email Security Service - Subscription license ( 3 years ) - 1 user - hosted Barracuda Networks - Part#: BEOES100a36	100	\$39.00	\$3,900.00
3 Barracuda Essentials for Office 365 Advanced Email Security Account - License (5 years) - 1 user - hosted - volume - up to 250 licenses Barracuda Networks - Part#: BEOES100A60	100	\$65.00	\$6,500.00
Subtotal			\$12,000.00
Shipping			\$0.00
*Tax			\$0.00
Total			\$12,000.00

\*Tax is estimated. Invoice will include the full and final tax due.

### Additional Optional Items

Barracuda Essentials for Office 365 Email Security and Compliance Account - License (1 year) - 1 user - hosted - volume - up to 250 licenses Barracuda Networks - Part#: BEOESC100A12	100	\$25.00	\$2,500.00
Barracuda Essentials for Office 365 Email Security and Compliance Account - License (3 years) - 1 user - hosted - volume - up to 250 licenses Barracuda Networks - Part#: BEOESC100A36	100	\$63.00	\$6,300.00
Barracuda Essentials for Office 365 Email Security and Compliance Account - License (5 years) - 1 user - hosted - volume - up to 250 licenses Barracuda Networks - Part#: BEOESC100A60	100	\$104.00	\$10,400.00

## Additional Comments

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Please note that all returns are subject to manufacturer/distributor approval and must be within 30 days of invoice date & factory sealed, unless defective.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Order Appointing Steve Courtier to CCD Board**AGENDA DATE<sup>a</sup>:** 4/5/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 2 min.<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Admin **PHONE/EXT:** 3296 **TODAY'S DATE:****BRIEF BACKGROUND OR NOTE<sup>b</sup>:**<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Appointment

(1)Application

(2)Order

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

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

**INSTRUCTIONS ONCE SIGNED:**☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other email to CCD

Phone:

Due date to send:        /        /

Email:

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

(If No, brief detail)

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

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

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

(If Yes, brief detail)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Appointment                    )  
To the CCD Business Development                )  
Corporation Board of Directors                    )

ORDER NO

**WHEREAS**, currently there is a vacancy on the CCD Business Development Corporation Board of Directors; and

**WHEREAS**, the below Curry County citizen has agreed to serve on the CCD Business Development Corporation Board of Directors, and he is fully qualified to serve on the Board; and

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:** Steve Courtier is appointed to the CCD Business Development Corporation Board of Directors, as a Curry County Representative, to serve a term from the date of this order until June 30th, 2017.

DATED this 19th day of April, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Thomas Huxley, Chair

\_\_\_\_\_  
Sue Gold, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner

Approved as to Form:

\_\_\_\_\_  
John Hutt  
Curry County Legal Counsel



## Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners  
94235 Moore Street, Suite 122  
Gold Beach, OR 97444  
Phone: 541-247-3296 Fax: 541-247-2718 Email: [BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)

Please complete both sides of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: STEVE P. COUATIER Date: 3-30-17

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Building Codes Appeal Board	<input type="checkbox"/> Public Services Financial Advisory Committee
<input checked="" type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input type="checkbox"/> Coos Curry Housing Authority	
<input type="checkbox"/> Other	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

☐ Yes ☒ No If Yes, list which committee(s):

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? 25 YRS OF SENIOR LEADERSHIP

\* BOARD MEMBER FOR PORT ORFORD ROTARY CLUB

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? \_\_\_\_\_

\* BUSINESS DEVELOPMENT

Describe your previous experience in this appointed position or a similar position: \_\_\_\_\_

3 YRS AS PORT MANAGER AT THE PORT OF PORT ORFORD

22 YRS SENIOR LEADERSHIP IN U.S. COAST GUARD

Other volunteer activities: ROTARY CLUB OF PORT ORFORD

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 IF IN OUT OF TOWN ON A BUSINESS MEETING

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

If Yes, please explain \_\_\_\_\_

Signature

Date

3-30-17

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at [www.co.curry.or.us](http://www.co.curry.or.us).

**Per HB3557 the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.**

Your mailing address: \_\_\_\_\_

Best phone number to call you: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_Office@CO.CURRY.OR.US](mailto:BOC_Office@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** nsurance Agent of Record Selection**AGENDA DATE<sup>a</sup>:** 04/19/2017 **DEPARTMENT:** Risk Management **TIME NEEDED:** 10min<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 04/12/2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** In February the Board directed staff to solicit for an agent of record. The Request for Proposal received three responses. The attached memorandum describes the results of the staff's review of materials and interviews of candidates. Request motion to direct staff to hire agent of record for property and casualty workers compensation (risk) and health (benefits) insurance.<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

- (1)Memorandum from Risk Manager  
(2)Sample Contract

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:

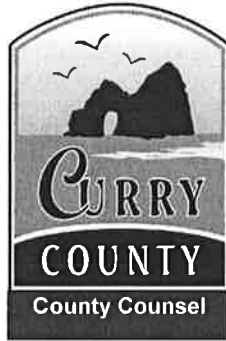
<sup>c</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐  
(If No, brief detail)**PART III - FINANCE DEPARTMENT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

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

**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Adminstrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐  
(If Yes, brief detail) Direction to staff to obtain contract with Insurance Agent(s) of Record**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                   Agent of Record Interview Panel

TO                     Board of Commissioners

RE:                    Recommendation for Agent of Record

DATE:                 April 12, 2017

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### Background Past Procurements for Agent of Record

By past practice, and after regular procurement efforts, Curry County has selected the same agent-of-record – Cal/Or Insurance Services – for the past 16 years or so. At the last most recent procurement in 2011, the County entered a two-year agent-of-record agreement with Cal/Or, with the option of three one-year extensions. The final of these extensions was exercised in June of 2016, with expiration of the agreement and all extensions effective June 30, 2017.

As part of its ongoing and regular procurement process, in February 2017, the Board directed County Counsel/Risk Manager to conduct procurement for agent-of-record services. In early March 2017, the County issued a Request for Proposal (RFP) to solicit responses for an Insurance Agent of Record.

### Current Procurement

The procurement sought Agent of Record services in two areas: (1) Property and Casualty Liability Insurance and Workers Compensation Insurance (collectively: "Risk"); and (2) Health and Benefits Insurance ("Benefits"). Responders could select to propose services in either or both areas. As such, the County allowed itself the option of selecting a different agent of record for each category of insurance (1) Risk and (2) Benefits. As set forth below, this memorandum recommends selection of separate agents for each of the categories.

The procurement listed selection criteria as: (a) The experience and qualifications of the offeror; (b) References, and (c) Cost. The County reserved the right to consider other criteria in addition to those listed above.

Each proposer was to include (a) a title page with certifications, (b) a list of proposed services, (c) a statement of qualifications, (d) a description of staffing, (e) a description of experience, (f) client references, (g) description of client savings from provided services, (h) sample reports, (i) explanation of response and personal service, (j) cost of service, (k) optional services if any, and (l) assurance of regulatory compliance.

Timely responses were received from three proposers (alphabetical order): (a) Abel Insurance, (b) Cal/Or Insurance, (c) WHA Insurance.

#### Review of Submittals and Interviews

On April 3, 2017, the County Risk Manager with the assistance of Commissioner Sue Gold, County Accountant Louise Kallstrom, and Personnel Officer Julie Swift interviewed the three applicants. The following summarizes the contents of the documents and interviews.

#### Risk Lines: Property and Casualty and Workers Compensation

	<u>Abel</u>	<u>Cal/Or</u>	<u>WHA</u>
Experience / Qualifications	Location: Gold Beach & Coos Bay 77 years; 37 years in Curry County	Location: Brookings 35 years; 16 years Curry County Agent of Record	Location: Eugene 66 years
Assurances	Yes	Yes	Yes
Services	Facility Inspections, Scheduled Meetings, Claim Reviews, Self-Insurance Options, Special Projects, Risk Management Reports; Risk Management Training (Slip and Fall Prevention, Identify Theft, Workplace Violence, Hazard Awareness), Budget Development, Risk Management Assistance	Site visits, annual reviews, data source loss runs, annual review of all coverages and rates, keep county counsel and board up to date, confirm county is receiving carrier training, claim handling, regular contact	Identify Analyze Risk Review County Position on Risk Tolerance Advise on Insurance Market Market County to Companies Review Endorsements Update Renewal Forms Annual Risk Analysis Annual Loss Runs Budget projections Issue Certificates Review past results Review public documents meeting minutes Newsletters Claims Management Ongoing review of County properties Review loss reports County Building Safety and Security

Staffing	<p>Wendy Abel, 20 years of experience; Certified Risk Manager, Certified Insurance Counselor;</p> <p>Amy Timeus, 15 years of experience, Certified Insurance Service Representative (2006)</p> <p>Diane Watts, Licensed Agent 11 years</p> <p>Company has total 20 full-time staff</p>	<p>James Sabin “years” of experience; worked on County account for past two years</p> <p>Debbie Krambeal 35 years of experience – sold agency and provides support to Sabin</p> <p>Patty Jones Licensed Agent; 32 years insurance experience</p> <p>Carrie Strain, Licensed Agent; supports county account</p> <p>Pax Kelly Licensed Agent</p> <p>Sharon Gerlach Licensed Agent</p>	<p>Jake Stone Manages 100 public entities</p> <p>Nathan Cortez second in command</p> <p>Jeff Griffin, CEO 30 yrs exper</p> <p>Kelly McCorkle 20 yrs exper</p> <p>Betty Berry 33 yrs exper work compensation return to work specialist</p> <p>Nicole Delaney 10 yrs exp third party claims</p>
Savings	Question certain lines and coverages	Doing all we can	Question lines and coverages
Reports	Industry and Custom	Mostly Industry	Industry and Custom
Responsiveness	Local very responsive	Local very responsive	Remote
Optional Svcs	Accounting Assistance, Risk Exposure Analysis, Maintain Historical Records, Attend Safety Committee Meetings, Analyze Retained Risk Exposure Levels, Contract Review	Best Practices Evaluation Claims History Analysis Develop Risk Management Plan Emergency Planning Recovery Planning Agility Recovery	Industry benchmarking Risk management training Coordinate Actuarial studies Ergonomic Training Other custom reports and training 24 hour after-hour phone service
References	<p>Public: 80+ entities</p> <p>Coos County</p> <p>Coos County URA</p> <p>City of Coos Bay</p> <p>Coos Bay URA</p> <p>City of Gold Beach</p> <p>City of Lakeside</p> <p>Central Curry Schools</p> <p>Curry Soil and Water</p>	<p>Public:</p> <p>Curry County</p> <p>Curry Public Transit District</p> <p>Port of Brookings Harbor</p> <p>Cape Ferrelo Rural FPD</p>	<p>Public: (over 300)</p> <p>City of Roseburg</p> <p>Medford School District</p> <p>Emerald People’s Utility District</p> <p>River Road Park &amp; Recreation District</p>

	Conservation District Curry Public Library Fire Districts Cedar Valley GB-Wedderburn Millington Ophir Port of Gold Beach Port of Port Orford Southwestern Oregon Community College  Private: Marketron Crow/Clay & Assocs Phase 3 Corporation Hauser Comm Church Shoreline Comm Church Oasis Shelter Home	Private: Curry Community Health Misty Mountain Brewing AB Innovations, LLC	
Cost	\$10,000 + less than now	Same as now Negotiable	\$7500 less than now \$10,000 less than now if bundled with Benefits Negotiable

Benefits Lines: Health Insurance and Benefits Coverages

	<u>Abel</u>	<u>Cal/Or</u>	<u>WHA</u>
Experience / Qualifications	See above	Above agent-of-record does not include Benefits	Rich Allm 37 years working with public agencies
Assurances	Yes	Yes	Yes
Services	See above	See Above	Dedicated Claims Team
Staffing	See above	See Above	Rich Allm 37 yrs Kim NicholSEN 16 yrs Katie Klein 19 yrs Samatha Buchheit 2 yrs
Savings	Defined Contribution	Defined Contribution	Defined Contribution
Reports	Industry and custom	Industry	Industry and custom
Responsiveness	Local Local responsiveness less critical in benefits	Local Local responsiveness less critical in benefits	Dedicated team with procedures and methods in place
Optional Svcs	See above HRA VEBA	See above	HRA VEBA
References	See above:	See above	Public

	Oasis Shelter Home specified as Benefits Agent; Otherwise unclear if references are for Benefits Insurance Lines	Unclear if references are for Benefits Insurance Lines	City of Roseburg Lane Transit District City of Grants Pass OFCA Assn (Fire Assn) Private FCC Furniture Roseburg Masami Foods K Falls
Cost	\$5000 per year	Same as now Currently not providing Benefits Coverage	\$12.50 per employee per month Approx \$22,500 / year. \$12 per employee if bundled with Risk

Based on the above and the interviews, the committee believes that selection of Abel Insurance for Risk and Benefits lines is appropriate.

Risk: Recommendation: Abel Insurance

The most balanced presentation by way of Personnel, References and Costs on Risk was by Abel Insurance. Abel has a significant amount of experience with public entities so as to put them on par with WHA and ahead of Cal/Ore. They are local (Gold Beach) so will be as responsive if not more responsive than the other local agency Cal/Ore (Brookings). Both local agents will be more responsive than WHA. Their initial cost quote was below both the quotes from the other two responders. Those two responders explain their quotes are negotiable, but nevertheless, did not provide the lowest quote out of the blocks.

Benefits: Recommendation: WHA Insurance if cost is no object; Abel Insurance when considering costs.

The strongest presentation by way of Personnel, References and Costs on Benefits lines was from WHA Insurance. Their rate for benefits agency is twice the rate of Abel. The description of service in their Benefits lines was superior to that of Abel and Cal/Ore.

Conclusion

Based on the above, the panel recommends selecting Abel Insurance as the County's Agent of Record for Property Casualty and Workers Compensation (Risk) lines of coverage, and recommends selecting WHA as the County's Agent of Record for Health Insurance and Benefits (Benefits) lines of coverage or Abel Insurance if more weight is given to costs.




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John R. Hutt  
Curry County Risk Manager

Exhibit A  
SCOPE OF WORK

INSURANCE AGENT SERVICES CONTRACT

This contract is made on \_\_\_\_\_, by and between Curry County, a political subdivision of the State of Oregon (County), and \_\_\_\_\_ (Consultant).

County and Consultant agree as follows:

1. Term

1.1 Except as otherwise provided herein, the initial term of this contract shall commence on July 1, 2017, and end on June 30, 2019.

1.2 This contract may be renewed by written agreement of the parties for three additional terms of one year each, which shall begin on July 1 following the expiration of the preceding term. The provisions of this contract shall apply to each renewal, except that the parties may negotiate changes in the fees for Consultant's services.

2. Administration of Contract: The County Payroll and Personnel Coordinator, or his/her designee, shall have authority to administer this contract on behalf of the Board of Curry County Commissioners.

3. Scope of Services: Consultant shall act as County's Agent of Record for employee benefits insurance, workers compensation, liability, and property insurance. Consultant shall perform all services reasonably necessary to carry out those functions. Said services shall include but not be limited to, the following:

A) With respect to health benefits

3.1 Review the philosophy and strategies of the County regarding employee benefit levels and employer responsibility for providing benefits.

3.2 Assist the Board of Commissioners in establishing a "benefit philosophy".

3.3 Assist the County in identifying and evaluating its employee benefit needs. This shall include a review of the County's operations, number of employees, current benefits provided, insurance contracts, past changes in benefits and reasons for change, union agreements, benefit trends, legal requirements, other governmental programs, cost considerations and County personnel policies.

3.4 Report to the Payroll and Personnel Coordinator and the Board of Commissioners on the status of current County benefits and make recommendations on short term and long term changes that may be necessary to match the Board of Commissioners benefit philosophy with the County's financial resources.

3.5 Assist the Board of Commissioners and Payroll and Personnel Coordinator in developing a benefit plan manual for all employee benefit insurance including health, life insurance, workers compensation, etc.

3.6 Provide the Payroll and Personnel Coordinator and Board of Commissioners with any available information so that renewal projections may be anticipated.

3.7 Develop and maintain a complete set of insurance and benefit specifications including required coverages, desired forms, deductible options and limits.

3.8 Obtain alternative plans from in force carriers, as well as other carriers. Provide the Payroll and Personnel Coordinator and Board of Commissioners with information on benefit plan redesign and estimated savings including information on alternative products which could be added as a result of savings.

3.9 Present specifications to insurance markets and negotiate premiums and coverage. Review all quotes received for conformance with specifications.

3.10 Organize and work with the Payroll and Personnel Coordinator to encourage participation in benefit design, awareness, and cost containment efforts. Promote rapport and goodwill with employees through positive reinforcement of the high quality of benefits and through quick response to individual employee concerns.

3.11 Assist the County staff with benefit changes.

3.12 Assist the County in design and preparation of new benefit presentations and enrollment aids.

3.13 Assist County staff in annual benefit review.

3.14 Provide an annual summation of the status of benefits, including historical trend analysis and frequency problem review.

B) With Respect to Workers Compensation, liability and property insurance, as applicable

3.15 Provide up-to-date and unbiased information to County

Counsel and the Board of Commissioners with relation to the most advantageous insurance and reinsurance markets from the standpoint of availability, cost, security, and coverage.

3.16 Prepare market analyses and forecasts by insurance line prior to each renewal. Such analyses should report pricing and service trends, availability of markets, short-term factors affecting the markets and projections of longer-term direction in which the markets are moving.

3.17 Assist carriers in the design of policy forms as needed.

3.18 Evaluate carriers for consideration as potential markets and assist in continuing re-evaluation of the performance of insurers being used.

3.19 Be mindful of and recommend the use of self-insurance or other risk financing techniques whenever appropriate. Opportunities for non-insurance transfers should also be recommended where observed to be viable alternatives.

3.20 Solicit bids and secure binders prior to effective dates for required insurance coverages. Assist in the preparation of the materials, specifications and background data to be included in bid solicitations from insurers. Assist the Board of Commissioners in selecting insurance coverages.

3.21 Verify accuracy of all policies, endorsements and invoices prior to delivery. Any deviation from specification should be brought to the attention of the County Counsel and appropriate corrections secured.

3.22 Prepare annually a concise summary for each and every insurance policy affected.

3.23 Assist in the preparation and equitable settlement of all claims covered by the County's insurance companies.

3.24 Provide claims audit services, if requested.

3.25 Issue and replace promptly, binders, certificates of insurance, loss payable forms and any other coverage verification documents as required.

3.26 Keep the County Counsel and Board of Commissioners informed on new or changing markets, forms, products, laws, government regulations, and any other information that may affect the Risk Management function.

3.27 Act as liaison with insurance companies as needed.

4. Quality of Service:

4.1 Consultant shall perform the services as an independent contractor in accordance with generally accepted standards in Consultant's profession. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Consultant. Consultant shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Consultant's negligence.

4.2 Consultant shall perform the services as expeditiously as is consistent with professional skill and care. Upon request of County, Consultant shall submit for the County's approval, a schedule for the performance of Consultant's services. The schedule shall include allowance for periods of time required for County's review and approval of the Consultant's services. The schedule approved by County shall become a part of this contract.

5. Consultant's Personnel:

5.1 Services shall be rendered by, or under the supervision of \_\_\_\_\_, who shall act as Consultant's representative in all communications and transactions with County.

5.2 Consultant has represented, and by entering into this contract now represents, that all of Consultant's personnel are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

5.3 Consultant will endeavor to honor reasonable specific requests of County with regard to assignment of Consultant's employees to perform services covered by this contract if the requests are consistent with sound business and professional practices.

6. Independent Contractor Status:

6.1 Consultant is engaged by County as an independent contractor and shall not be deemed an "agent" of County as that term is construed under the Oregon Tort Claims Act.

6.2 Consultant shall be responsible for payment of:

6.2.1 Social Security, Federal and State withholding taxes for the wages paid to Consultant's employees.

6.2.2 Taxes on monies disbursed to Consultant's principals.

6.3 Consultant's officers, principals and employees shall not be deemed employees of County and shall not be entitled to any benefits from County that generally are granted to County employees, such as vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, Social Security, worker's compensation,

unemployment compensation and retirement benefits.

7. Compliance with Law:

7.1 This contract will be governed by and construed in accordance with laws of the State of Oregon. Consultant shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, county and city governments with respect to the services including, but not limited to, provisions of ORS 279B.220, 279B.230, and 279B.235.

7.2 Consultant is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any services, Consultant shall certify to County that Consultant has workers compensation coverage required by ORS Chapter 656. If Consultant is a carrier insured employer, Consultant shall provide County with a certificate of insurance. If Consultant is a self-insured employer, Consultant shall provide County with a certification from the Oregon Department of Insurance and Finance as evidence of Consultant's status.

8. Ownership of Documents:

All documents prepared by Consultant pursuant to this contract shall be the property of County.

9. Payment:

9.1 Consultant shall be paid for services under this contract as outlined in the attached Exhibit 1 (these were the docs submitted by CAL OR attached to the contract).

9.2 Consultant shall bear all costs incurred in performance of the services including, but not limited to, labor, materials, transportation, insurance, bonds, administrative services and overhead. Consultant shall not be entitled to any compensation for the services other than what is allowed by Exhibit 1.

9.3 County shall not be indebted or liable for any obligation created by this contract in violation of the debt limitation of Article XI, Section 10 of the Oregon Constitution.

9.4 County shall not be liable for any expenditure under this contract for which statutory appropriation has not been made pursuant to ORS 294.305 et seq. (Local Budget Law).

9.5 County will soon be in the process of appropriating funds for the services that will be provided during the fiscal year that ends on June 30, 2017. In the event no funds or insufficient funds to pay for the services are appropriated for subsequent fiscal years, County shall immediately notify Consultant, and this contract shall terminate on the last day of the fiscal year

for which appropriations are made. Such notice is a condition precedent to invoking the limitation on payment stated in subsection 9.3.

10. Records:

10.1 Consultant shall develop and maintain complete books of account and other records on the services which are adequate for evaluating Consultant's performance. Consultant's records shall demonstrate a clear distinction between the services and expenses covered by this contract and Consultant's other cases and transactions.

10.2 Consultant's books and records shall be made available for inspection by County at reasonable times, to verify Consultant's compliance with this contract. County shall have the right to request an audit of Consultant's books and records by a certified public accountant retained by County.

11. Indemnification:

11.1 Consultant shall defend, indemnify and save County, its officers and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death), or damage to property (including loss or destruction), of whatsoever nature arising out of or incident to the fault, negligence, wrongful act or wrongful omission of Consultant (including but not limited to, the acts or omissions of Consultant's employees, agents, and others designated by Consultant to perform services attendant to this contract).

11.2 Consultant shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses directly, solely, and proximately caused by the negligence of County.

11.3 The purpose of this section is to allocate risk for claims between County and Consultant. Nothing in this section is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. Insurance:

Consultant shall, at its own expense, at all times during the term of this agreement, maintain in force:

12.1 A comprehensive professional liability policy with minimum coverage of at least \$2,000,000 combined single limit. County shall be named as an additional insured. Certificates of Insurance shall be provided to the County upon request.

12.2 A comprehensive general liability policy with minimum coverage of at least \$2,000,000 combined single limit. County shall be named an additional insured. Certificates of Insurance shall be provided to County upon request.

12.3 Currently valid workers' compensation insurance covering all its workers. Certificates of Insurance shall be provided to County upon request.

12.4 A comprehensive automobile liability insurance policy including owned and non-owned automobiles. The coverage under this policy shall be with a minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Certificates of Insurance shall be provided to County upon request.

13. Default

13.1 There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period, and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

13.2 Notwithstanding subsection 13.1, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

13.3 If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

13.4 Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Curry County.

13.5 In the event of a breach of contract by Consultant or negligent performance of any of the services, County's rights under this section and any resultant cause of action against Consultant shall not be deemed to accrue until County discovers the breach or negligence, or should have, with reasonable diligence, discovered the breach or negligence. However, the preceding sentence shall not be construed to allow County to prosecute an action against Consultant beyond the maximum time limitation provided by Oregon law.

13.6 Termination shall not prejudice any right of a party prior to the effective date of termination.

14. Termination without Cause:

14.1 In addition to the right to terminate this contract under subsection 13.3, County may terminate by giving Consultant written notice sixty days prior to the termination date.

14.2 If County terminates the contract under subsection 14.1, Consultant

will have the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination.

14.3 If County terminates the contract under subsection 14.1, Consultant shall be paid for all fees earned and costs incurred prior to the termination date. Consultant shall not be entitled to compensation for lost profits.

15. Notices

Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

15.1 Notices to County shall be addressed as follows:

Payroll and Personnel Coordinator  
94235 Moore Street, Suite 125  
Gold Beach, Or 97444  
and  
Curry County Counsel  
94235 Moore Street, Suite 123  
Gold Beach, Or 97444

15.2 Notices to Consultant shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Interpretation:

Words, terms, and phrases which are not specifically defined in this contract shall have the ordinary meaning ascribed to them in Consultant's business or profession unless the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

17. Successors:

17.1 The successors, assigns and legal representatives of Consultant and County shall be subject to all provisions of this contract.

17.2 Consultant shall not assign any of Consultant's rights or responsibilities under this contract or enter into any subcontracts for performance of the services without obtaining the prior written consent of County.

18. No Waiver

18.1 County's review, approval, acceptance of, or payment for, any of the services shall not be construed to waive any of County's rights under this contract or of any cause of action arising out of Consultant's breach of this contract or negligent performance of services.

18.2 No provision of this contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any other breach.

19. Severability:

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

20. Entire Agreement:

This contract, documents incorporated in this contract by reference and the attached exhibits constitute the entire and final agreement between the parties. This contract may be changed only by written modifications that are signed by both parties.

CONSULTANT

BY \_\_\_\_\_ DATE \_\_\_\_\_

FED. ID# \_\_\_\_\_

BOARD OF CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Thomas Huxley, Chair DATE \_\_\_\_\_

\_\_\_\_\_  
Sue Gold, Vice-Chair DATE \_\_\_\_\_

\_\_\_\_\_  
Court Boice, Commissioner DATE \_\_\_\_\_

Approved As To Form:

---

John Hutt  
Curry County Counsel

## EXHIBIT 1

The compensation of consultant shall be in the form of commissions negotiated with the insurance company(ies), at no cost to the County.

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Order Authorizing Appointment of John Jezuit to Administrative Assistant for Commissioners Office**AGENDA DATE<sup>a</sup>:** 04/19/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 5min<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 04/12/2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** John Jezuit has filled in as an irregular temporary worker, first on a part-time basis, then full-time. This is an essential position and needs to be filled. A job was posted publicly. After reviewing the applications, BOC Administrative Supervisor opted for an internal hire under Personnel Rule 13C4. Perpetuation of this position is subject to appropriation in the 2017-18 budget.<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Appointment

(1)Order

(2)Job description

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:

<sup>c</sup>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) Hiring of employee

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

**ORDER NO:\_\_\_\_\_**

**WHEREAS**, it is the recommendation of John HuttI, Interim Supervisor for the Board of Commissioners' Office, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<b>Name</b>	<b>Position</b>	<b>Salary Range/Step</b>	<b>Rate</b>	<b>Status</b>
John Jezuit	Administrative Assistant	N8-A	\$3202/mo	FT

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

This position is an essential position to be filled subject to appropriation for the 2017-18 budget period.

**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 April 19, 2017.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CURRY COUNTY BOARD OF COMMISSIONERS**

Approved as to form:

\_\_\_\_\_  
John HuttI  
Curry County Legal Counsel

\_\_\_\_\_  
Thomas Huxley, Chair

\_\_\_\_\_  
Sue Gold, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner

## **CURRY COUNTY JOB DESCRIPTION**

**JOB TITLE: Administrative Assistant – Commissioners – Page 1**

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<b>EXEMPT:</b>	No	
<b>SALARY LEVEL:</b>	N-8	
<b>SUPERVISOR:</b>	Director of Administration for the Board	
<b>PREPARED BY:</b>	Director of Administration for the Board	August 2015

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### **POSITION SUMMARY:**

Serves as the Administrative Assistant for the office of the Board of Commissioners. This position is the first point of contact for the public as they call or visit the Board of Commissioners office. Performs clerical work and document creation, which may include the handling of highly sensitive and confidential information. Proficient in MS Office Suite including Word, Excel, Power Point and Outlook.

This Administrative Assistant classification is distinguished from other administrative or executive assistant classifications by the greater degree of complexity of office and administrative duties undertaken. This position requires a superior degree of independent judgment to complete the multifaceted assignments.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Answers phones and greets the public as they come to the Board of Commissioners Office.
2. Serves as the recording secretary for Board of Commissioners' meetings and workshops which includes, but is not limited to, taking minutes, running the audio visual equipment and posting the audio, video, and other documentation to the county website.
3. Assembles information and prepares agendas for Commissioners' public meetings. Reviews agenda items submitted for completeness and accuracy and posts submissions to the BOC drive for approval prior to public posting. Provides agenda and supporting information to the public and media outlets by posting notices and agendas via email, web and bulletin board posting. Prepares agenda packets with supporting documents for Board members prior to public meetings.
4. Responsible for acquiring Board signatures on documents following BOC approval which may include filing those documents with the County Clerk.
5. Prepares and files minutes for all meetings and workshops held by the Board of Commissioners.
6. Coordinates and maintains all documents and activities for County Advisory Boards and County Committees which includes term expirations, vacancy notices, resignation acknowledgements, appointments, orders and appreciation letters; maintains paper and electronic files as required. Coordinates with County Departments, and "spin-offs" as needed. Notifies the Board when appointments should be made for advisory committees, boards and commissions.

**JOB DESCRIPTION**  
**JOB TITLE: Administrative Assistant – Page 2**

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** (cont.)

7. Maintains county web pages for the Commissioners' Office. Posts public notices, county committee and advisory boards, committee vacancies, and departmental updates to the county website and as required by law.
8. Prepares correspondence such as letters, emails, reports, orders, resolutions, notices and other material of important nature, some of which may be confidential in nature.
9. In coordination with the Director of Administration for the Board prepares and distributes Curry County Newsletter quarterly or as needed.
10. Coordinates the scheduling of activities and work flow to accomplish operating objectives, including office systems and procedures.
11. Schedules and maintains the master calendar for the Board of Commissioners. Advises each Board member of background information in preparation of scheduled meetings, providing reference material as needed.
12. Prepares claims for payments/reimbursements for submission to Accounts Payable and prepares deposits as necessary.
13. Tracks monthly odometer readings and reports mileage to the Road Department.
14. Distributes and collects time sheets for signatures.
15. Maintain office equipment and supplies.
16. Performs other duties as necessary under direction of Board of Commissioners and the Director of Administration for the Board.

**SUPERVISORY RESPONSIBILITIES:**

There are no supervisory responsibilities.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THIS POSITION:**

*Thorough Knowledge of-*

Office practices and methods of office organization.  
Business English, spelling, grammar, composition.

*Ability to-*

Communicate effectively in oral and written form, and to work effectively with other employees, agencies & the general public using courtesy, tact & good judgment.

Use computers and business software proficiently including but not limited to MS Office Suite.

Prioritize tasks and meet deadlines.

## **JOB DESCRIPTION**

### **JOB TITLE: Administrative Assistant – Commissioners – Page 3**

#### *Ability to - (cont.)*

Remain calm and use good judgment during confrontational or high pressure situations.

Maintain confidentiality.

Use initiative and judgment in carrying out responsibilities with minimal instruction and guidance. Courteously meet and deal effectively with other employees, all County department heads, legislative and congressional representatives, federal, state, and city agencies, public agencies, advisory boards, committees, private businesses, contractors, consultants, media and the public. Understand and comply with statutory requirements for public records, public notice, public meetings and advisory boards/committees.

#### **GUIDELINES:**

Work is performed within departmental policy and procedure: federal, state and county statutes, rules, regulations and ordinances, personnel rules, various administrative reference materials, office management reference materials, secretarial handbooks. Employee uses seasoned judgment, initiative, and experience in interpreting guidelines and contributes to modifications of existing guidelines by advising the Board of problems encountered.

#### **EDUCATION AND/OR EXPERIENCE:**

Associates degree and five years or more of experience in an office work environment including experience in administrative, financial and office management functions; or any satisfactory equivalent combination of education, training and experience.

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

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_Office@CO.CURRY.OR.US](mailto:BOC_Office@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Re-hire order Irregular Juvenile Administrative Assistant**AGENDA DATE<sup>a</sup>:** 4/19/2017 **DEPARTMENT:** Juvenile **TIME NEEDED:** 2 min<sup>a</sup>Submit 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:** 4/11/17**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Re-hire of Penny Hudgens on an irregualr basis for training of office admin.<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

- (1)Hire Order  
(2)Job Description

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) It is not a line item, but it is within budget
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:

<sup>c</sup>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) Hire back irregular employee**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 THE RE-HIRING OF        )  
A FORMER EMPLOYEE                                )**

**ORDER NO:\_\_\_\_\_**

**WHEREAS**, it is the recommendation of, Jonathan Trost, Juvenile Director ,  
that the following person be re-hired to fill the position identified below at the specified  
salary range, step, rate of pay, and status:

<b>Name</b>	<b>Position</b>	<b>Salary Range/Step</b>	<b>Rate</b>	<b>Status</b>
Penny Hudgens	Admin Assistant	NA	\$26.00/hr	Irregular

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

This position is an essential position to be filled subject to appropriation for the 2017-18  
budget period.

**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 , 4/11/17 .

Dated this \_\_\_\_\_ day of , 20 .

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

\_\_\_\_\_  
John Hutt  
Curry County Legal Counsel

\_\_\_\_\_  
Thomas Huxley, Chair

\_\_\_\_\_  
Sue Gold, Vice Chair

\_\_\_\_\_  
Court Boice, Commissioner

**CURRY COUNTY  
JOB DESCRIPTION**

**JOB TITLE: Juvenile Department Administrative Assistant - Page 1**

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<b>EXEMPT:</b>	No	
<b>SALARY LEVEL:</b>	U-8	
<b>SUPERVISOR:</b>	Juvenile Director	
<b>PREPARED BY:</b>	Juvenile Director	March 2017

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**POSITION SUMMARY:**

Position performs a variety of administrative tasks and overall assistance to the Juvenile Department. Assignments are performed under general supervision of the Juvenile Director.

This position is responsible for administrative work, providing point of contact responsibilities for the public, providing clerical work to include court filings, billing, he or she will perform a variety of routine and complex administrative work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Duties assigned to this classification include, but are not limited to the following:

1. Assists with the Juvenile and Parks department's administrative duties.
2. Researches, prepares, and composes letters, reports, notifications, documents, memos, and other materials of an important or confidential nature on own initiative or from brief instructions or notes.
3. Types confidential material for the department including legal correspondence to the Court, District Attorney's Office, and Defense Attorneys.
4. Maintains books of departmental accounts; completes expenditure reports; keeps payroll records, receipts and records of revenue and disbursements; computes vacation leave, sick leave and compensatory time for all personnel.
5. Schedules appointments for Juvenile Director and arranges and coordinates meetings, reservations, and travel.
6. Screens incoming calls, mail, personal visits, problems, and other matters, evaluating relative importance of each. Independently responds to routine matters. Researches and assembles required information for response as necessary to all public inquires and complaints.
7. Monitors all grant expenditures to insure compliance with the requirements.
8. Gathers and prepares data for studies, reports and analyses.

## **JOB DESCRIPTION**

### **JOB TITLE: Juvenile Department Administrative Assistant - Page 2**

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)**

9. Attends and supports continuing education seminars, committees, and conferences at Directors request.
10. Assists with grant acquisition, grant management and grant reporting.
11. Performs special projects, and other duties as assigned by the Juvenile Director.

#### **KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION:**

##### *Knowledge of -*

Knowledge in the use of word processing, webpage, database and spreadsheet software.

Knowledge in performing detailed research and technical studies, and communicating the results in an effective manner.

Knowledge of social media marketing.

##### *Ability to -*

Communicate effectively in both oral and written forms.

Estimate and manage time efficiently.

Make decisions independently in accordance with established policy.

Maintain confidentiality.

Lead volunteer staff.

Courteously meet and deal effectively with other employees and the public.

##### *Skill in -*

Microsoft Office, Publisher, Excel, Word, Web and Social Media applications.

Grant writing and grant management.

#### **DESIRABLE QUALIFICATIONS:**

Knowledge or experience related to County operations; experience working with the public and marketing.

## **JOB DESCRIPTION**

### **JOB TITLE: Juvenile Department Administrative Assistant - Page 3**

#### **SUPERVISORY CONTROLS OF THIS POSITION:**

Work is performed under general direction of the Juvenile Director. Recurring routine assignments are independently performed on basis of past experience. Employee receives general instructions regarding scope of and approach to projects or assignments, but procedures and problem resolution are left to the employee's discretion and interpretation. Work is reviewed periodically to ensure determinations and decisions are made in accordance with department policy and procedures.

#### **GUIDELINES:**

Work is performed within federal, state, county and departmental laws, rules, policies and procedures; software and equipment manuals, specialized dictionaries and reference materials. A considerable amount of judgment and initiative is used to interpret these guidelines.

#### **EDUCATION AND/OR EXPERIENCE:**

Associates degree and five years or more of experience in an office work environment including experience in administrative, financial, grant management and marketing functions; or any satisfactory equivalent combination of education, training and experience.

#### **PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

Work is performed in an office environment; work is generally sedentary and requires hearing voice conversation and keyboarding, lifting up to thirty-five (35) pounds. A valid Oregon Driver license is required.

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

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

FORM 10-001.1 Rev. 03-02-2016

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** BOC BUDGET DIRECTION**AGENDA DATE<sup>a</sup>:** 04/19/17 **DEPARTMENT:** Finance **TIME NEEDED:** 1 hour<sup>a</sup>Submit 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:** 04/12/17**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** 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.<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)General Fund Budget Resources

(2)General Fund To/From Contributions

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 departments
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:** Old Business**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☒ No ☐

(If Yes, brief detail) Budget direction for Budget Officer

**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 ☐

## 2017-2018 BUDGET RESOURCES

<u>Acct No</u> <u>Non-Departmental</u>	<u>Account Description</u>	<u>2017-2018</u> <u>Proposed</u> <u>Budget</u>	
1.10-413.90-311.10-000-00	Taxes Prop - Current Year	1,620,000	ADDED 3%
1.10-413.90-311.10-000-99	Prop Tax not recd Current Year	-	
1.10-413.90-311.15-000-00	Taxes - Prop - Prior Years	45,000	
1.10-413.90-316.20-000-00	Taxes - Electric Co-Op	350,000	
1.10-413.90-322.60-000-00	Licenses - Dog	38,000	
1.10-413.90-332.10-000-00	DOI/BLM O&C Land 15.227	500,000	
1.10-413.90-333.00-000-00	Other - Fed - Payment In Lieu Taxes	200,000	
1.10-413.90-334.00-000-00	Other - St - Payment In Lieu Taxes	13,500	
1.10-413.90-334.10-000-00	Gr-ST-CAFFA COM A&T	7,500	
1.10-413.90-335.60-000-00	Shared - St - Tobacco Taxes	22,000	
1.10-413.90-335.70-000-00	Shared - St - Alcohol Taxes	95,000	
1.10-413.90-335.80-000-00	Shared - St - Marijuana Taxes	30,000	
1.10-413.90-335.90-000-00	Shared - St - Amusement Tax	5,000	
1.10-413.90-336.00-000-00	Other - St - PILT - WOST	4,000	
1.10-413.90-341.10-000-00	Fines - St - Court Receipts	15,000	
1.10-413.90-380.00-000-00	Misc Revenue	500	
1.10-413.90-390.00-000-00	Reimbursement - Misc	200	
1.10-413.90-391.04-000-00	Tran In - 2.31 Cable TV Franchise	40,000	
1.10-413.90-391.99-000-00	Allocated Interest	20,000	
1.10-413.90-399.00-000-00	Unassigned Fund Balance	1,647,808	ADD \$450,000 TO BFB
1.10-413.90-399.01-000-00	Assigned -Working Capital	750,000	
1.10-413.90-399.04-000-00	Non-Spendable Fund Balance	80,000	
	<b>Total Resources</b>	<b>5,483,508</b>	

# 2017-2018 BUDGET - GENERAL FUND CONTRIBUTIONS

	2017-2018 TOTAL REVENUE	2017-2018 TOTAL EXPENDITURES	2017-2018 TO/FROM GEN FUND	2016-2017 TO/FROM GEN FUND	FY17 vs FY18 DIFFERENCE
1.10 BOPTA	1,000	5,107	(4,107)	(3,991)	(116)
1.10 County Clerk-Elections	31,150	202,059	(170,909)	(219,164)	48,255
1.10 Tax Collections	37,900	125,148	(87,248)	(87,079)	(169)
1.10 Treasurer's Office	7,760	115,734	(107,974)	(106,288)	(1,686)
1.10 Assessor's Office	169,500	579,663	(410,163)	(403,612)	(6,551)
1.10 GIS Operations	27,500	24,986	2,514	1,263	1,251
1.10 District Attorney	45,600	396,209	(350,609)	(340,577)	(10,032)
1.10 County Clerk-Recording	187,338	254,442	(67,104)	(19,842)	(47,262)
1.10 Surveyor	48,500	75,059	(26,559)	(14,678)	(11,881)
1.10 Sheriff-Crim/Civil	82,550	1,686,724	(1,604,174)	(133,525)	(1,470,649)
1.10 Sheriff-Search/Rescue	-	-	-	(369)	369
1.10 Sheriff-Marine Patrol	-	-	-	(13,494)	13,494
1.10 Sheriff-Forest Patrol	-	-	-	(22,421)	22,421
1.10 Harbor Sub Station	11,000	11,000	-	-	-
1.10 Sheriff-Jail	272,800	1,565,723	(1,292,923)	(1,231,185)	(61,738)
1.10 Sheriff-911 Dispatch	301,500	818,318	(516,818)	(496,405)	(20,413)
1.10 Correctn-Adult P&P	-	-	-	(11,671)	11,671
1.10 Juvenile	106,494	581,205	(474,711)	(484,584)	9,873
1.10 Emergency Services	65,000	123,967	(58,967)	(58,302)	(665)
1.10 Solid Waste	78,000	23,115	54,885	57,101	(2,216)
1.10 Veteran's Services	44,000	96,190	(52,190)	(47,323)	(4,867)
1.10 RSVP-Grant End 3/31/16	-	-	-	-	-
1.10 RSVP-Match 3/31/16	-	-	-	(914)	914
1.10 SHIBA	-	-	-	(737)	737
1.10 RSVP-Grant End 3/31/17	-	-	-	-	-
1.10 RSVP-Match 3/31/17	-	-	-	(16,465)	16,465
1.10 Other Requirements	-	365,808	(365,808)	(376,579)	10,771
	1,517,592	7,050,457	(5,532,865)	(4,030,841)	(1,502,024)
1.10 Non-Departmental	5,483,508	1,045,000	4,438,508	4,030,841	407,667
GENERAL FUND BALANCE			(1,094,357)	-	(1,094,357)

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Community Development Director Position funding**AGENDA DATE<sup>a</sup>:** 04.19.2017 **DEPARTMENT:** Community Development **TIME****NEEDED:** 5 minutes<sup>a</sup>Submit 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:** 04.04.2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** The Community Development Department Director position is funded by a variety of sources (building, planning, and economic development funds). The current division of funding for the position is not reflective of the amount of time spent on building, planning and economic development work by the position. The split between funds for the position should be modified to be reflective of the amount of work for each position function. The staff report provides further information.<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Memorandum**

(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:

☐ 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:** Staff Report**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?Yes ☒ No ☐

(If Yes, brief detail) Possibly part of Budget Direction

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☒ No ☐

Commissioner Court Boice

Yes ☐ No ☐

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



**Community Development Department**  
**Building, Economic Development, Planning**  
**94235 Moore Street, Suite 113**  
**Gold Beach, Oregon 97444**

**DATE:** March 29, 2017

**TO:** Board of Commissioners

**FROM:** Carolyn Johnson, Community Development Director

**SUBJECT:** Community Development Director Position funding

The Community Development Director (the position) for the Community Development Department (Department) was established by Board Order 20352 on September 7, 2016. The position includes economic development administration work in addition to the position's building and planning functions. Since Order 20352 was adopted, the position's work has expanded to include a formalized process for building and zoning violation citations and work with the Curry County Court.

When the FY 2016/2017 budget was adopted, prior to the adoption of Order 20352, there was a division of funding for the position between planning (50% planning permit revenue) and building (50% building permit) revenue. Following the adoption of Order 20352, this split was modified to include some economic development funds. As time has passed, it's increasingly clear that the current small amount of economic development funding does not represent a true proportion for the position related to the actual work. Long range planning work is usually intertwined with the economic development administration function. Additionally, increased work by the position is required for the expanded code enforcement process; a building division function that requires a good amount of time.

The Board should consider splitting the position funding to be reflective of the amount of time normally spent for each position function. Suggested to be effective immediately and retroactive to April 1, is a split of funds for the position with 45% from the building fund, 20% from the planning fund, and 35% from the economic development fund. This split would be in effect for the last quarter of FY 2016/2017 and FY 2017/2018.

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

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** March 2017 Community Development Department activity report.**AGENDA DATE<sup>a</sup>:** 04.19.2017 **DEPARTMENT:** Community Development **TIME NEEDED:** 5 minutes<sup>a</sup>Submit 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:** 04.04.2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** See attached monthly report of Community Development Department activities<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Memorandum**

(1) March 2017 Community Development Department activity report

(2)

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

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

**INSTRUCTIONS ONCE SIGNED:**☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send:        /        /

Email:

<sup>\*</sup>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:** Staff Report**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒  
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## **Community Development Department March 2017 Activity Report**

**Building Permits:** 24 Permits issued  
**February** \$17,448.72

**Building Inspections:** 110  
**Phone/counter:** 200 calls/visits

### **Planning Permits:**

- 4 Land Use Compatibility Statements
- 2 new addresses
- 16 Planning Clearance reviews
- 2 property line adjustment

### **Administration**

- Preparation of February 2017 activity report
- Ongoing work to establish building and planning ordinance code enforcement. Met with planner and Building official, established draft procedure, interfaced with County Court administrator for additional information. Set up meeting date to go over the codes that will be enforced by the Court, ticketing process, fines, etc.
- Interface with Gold Beach Planner on planning permits
- Ongoing communication, conferral and meetings with selected Building Official in preparation for him coming on board in April 2017.
- Continued home and e-mail discussions with potential intern for summer work related to update of the Comprehensive Plan
- Meeting with County Accountant on budget and evaluation of 2016/2017 budget status
- Preparation and presentation of staff report(s) to BOC regarding Planning Commissioner appointments.
- Preparation of staff report regarding BOC consideration of Planning Commissioner appointments.

### **Economic Development**

- SCDC engagement – See SCDC monthly report, **SEE ATTACHMENT.**

### **Development Projects**

- Ongoing interface with contract and regular staff regarding development applications.

### **Long Range Planning**

- Zoning Ordinance amendments - Prepared staff reports, code amendments and information for March Planning Commission meeting for update of the natural hazards sections of the Zoning Ordinance.
- FEMA mapping project – March 1 meeting, coordination with DLCD and FEMA staff
- Beginning drafts of revisions for Zoning Ordinance amendments related to residential zoning.
-

## ATTACHMENT

*The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.*

04/03/2017

### March Curry County BRE Report



50 Central Avenue, Suite A  
Coos Bay, OR 97420  
541 266-9753  
[www.scdcinc.org](http://www.scdcinc.org)

As part of SCDC's ongoing work in Curry County, which primarily focuses on Business Retention and Expansion efforts throughout Curry County, this is an accounting of our efforts for March 2017.

- March 1<sup>st</sup>, 2017: 3 hours of staff time. Shaun traveled to Curry County and attended the Board of Commissioners meeting to give a presentation regarding the Curry County office assessment. The Curry County office space has been posted online for lease at <http://www.scdcinc.org/properties/curry-county-annex-office-space-yellow-section>.
- March 15, 2017: 5 hours of staff time. John Hitt traveled to Curry County, met with Commission Chair Tom Huxley, Community Development Director Carolyn Johnson. Visited Agnew Industrial site and discussed development potential with Carolyn Johnson.
- March 16, 2017: 5 hours of staff time. John Hitt traveled to Curry County to discuss the Brookings airport industrial property with staff. Also, visited Brookings airport area for a site assessment of development potential.
- March 30, 2017: 3 hours of staff time. John Hitt traveled to Bandon to meet with Carolyn Johnson concerning SCDC support for Curry County regarding analysis of county owned land and engaging in the county land use amendment process.

Our next scheduled date to be in Curry County is April 20<sup>th</sup>.

We are looking to continue our expanded efforts in Curry County.

Sincerely,

Shaun Gibbs  
Economic Development Specialist  
South Coast Development Council, Inc.  
541.266.9753  
[Shaun@scdcinc.org](mailto:Shaun@scdcinc.org)

\*\*\*\*\*

Sponsor Investors:

Bandon Dunes Golf Resort ♦ Bay Area Hospital ♦ City of Coos Bay ♦ City of North Bend ♦ Coos County  
♦ Coquille Economic Development Corporation ♦ Curry County ♦ Jordan Cove Energy ♦ Oregon International Port of Coos Bay ♦  
♦ Southwest Oregon Regional Airport ♦

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

FORM 10-001.1 Rev. 03-02-2016

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Surveyor's Report for March, 2017**AGENDA DATE<sup>a</sup>:** When convenient **DEPARTMENT:** County Surveyor **TIME NEEDED:** Whenever<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** March 30, 2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Monthly Department Report<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Memorandum

(1) Report

(2)

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

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## **CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT** **FOR MARCH, 2017**

### **County Surveyor Activities:**

March was another normal month for the County Surveyor's Office. We had the usual customer service questions relating to property surveys, records available for the public, available maps, one angry surveyor who did not like map comments by the County Surveyor and general questions relating to property/boundary problems. Citizens were helped and a few maps were sold. Other activities involved:

- As usual, several citizens were referred to the list of Licensed Land Surveyors doing business in Curry County for questions and possible survey work.
- Maps of Survey were reviewed and suggestions/corrections sent to the preparing land surveyor for their consideration prior to filing the Mylar map.
- Two problems with maps not being filed were encountered and are being dealt with.
- Reily spoke with Melissa Crane at Lane County about the new GIS. Melissa mailed the Excel sheets with the old survey data and we (primarily Barbara) have started updating the GIS survey data for the new GIS.
- We attended the on-line workshop for the new website on March 23. It sounds like we will be able to add & modify data as needed. We are planning on allowing everyone to look at the maps, but to download them for printing, a \$5.00 credit card charge will be required or an annual fee of \$200. (I would appreciate comments from the board if you disagree with these charges.) A slightly higher charge is made for the full sized maps in the office because of the work time required to do their research, print and file replacement maps.
- Reily is saving some Budget Dollars for June to use if more work time is needed to get the Website fully functional before the new Fiscal Year.
- Barbara Colton, the Department Specialist, is catching on extremely fast to the operation of the Surveyor's Office. She is sharp and very suited to the position and work. She deserves a raise by quickly learning the duties, her dependability and her service to the public. I asked County Personnel to raise her part-time (no benefits) pay to \$14.00 per hour early in March.
  - She has continued her review of older Bureau of Land Management (BLM) surveys for corners set that need corner records filed. These corner records are being prepared, scanned for on line reference, paper copy indexed, filed and the map given a number, then filed. We are finding most correction surveys, completion surveys and dependent re-surveys for the last 100 years have not been properly indexed and filed in the Surveyor's Office. This is a "fill in" job when she is not helping the public or doing other tasks.
  - She also did some spot checking to see if some of the Survey Maps had been properly indexed in there appropriate places and found some errors which she corrected.
- Reily attended a workshop (at his expense) in Roseburg on the Oregon Coordinate Reference System. ODOT has continuously operating reference stations that allow

centimeter accuracy with just one GPS unit linked to these stations by cell phone. Reily wishes we had the money to utilize it.

**New surveys filed, scanned, copied and put on line:**

No new surveys were filed this month.

DEPOSITS: March = \$230.00 for map sales.

Reily Smith worked 45.5 hours in March.

Barbara Colton worked 84 hours in March.

Respectfully submitted,

Reily Smith  
County Surveyor