



## **CURRY COUNTY BOARD OF COMMISSIONERS**

### **GENERAL MEETING**

Wednesday, May 24, 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**

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

#### **4. ANNOUNCEMENTS**

- A. May 24, 2017 (today) Workshop at 1:30P.M. in the Commissioners' Hearing Room – Judge Margolis will present an overview of Courts in Oregon with focus on Circuit Courts and 15<sup>th</sup> Judicial District. Introduction of Thomas Lankford, new Trial Court Administrator for the 15<sup>th</sup> Judicial District of Coos and Curry Counties
- B. May, 29, 2017 (Monday) Curry County offices will be closed Monday in observance of Memorial Day
- C. May 31, 2017 Workshop at 10:00A.M. – Commissioners' Hearing Rm. (a) Treasurer presentation on Investment options, and (b) Highway 101 update from Oregon Department of Transportation
- D. June 7, 2017 Board of Commissioners' Meeting at 10:00A.M. – Commissioners' Hearing Rm.

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

#### **6. PRESENTATIONS TO THE BOARD**

- A. Compensation Board Presentation re Recommended Elected Officials' Salaries

#### **7. CONSENT CALENDAR**

- A. Approval of Intergovernmental Agreement for Map Services with Oregon Department of Revenue
- B. Personnel Action Form Sheriff Department Report to Board

#### **8. ADMINISTRATIVE ACTIONS/APPOINTMENTS**

- A. An Order adopting Newspapers of Record for 2017-18 notice period
- B. Approval of Revisions to CAFFA Grant Agreement with Oregon Department of Revenue
- C. Agreement between Sheriff and Teamsters Local Union No. 223
- D. Intergovernmental Agreements for Curry County Dispatch Services

#### **9. PUBLIC HEARING**

- A. Ordinance Creating Office and Position of County Administrator (First Reading)

***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.***

**10. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS**

**11. NEW BUSINESS**

- A. Commissioner Liaison Changes

**12. OLD BUSINESS**

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

- A. Commissioner Boice Board Letter to Oregon Department of Fish and Wildlife in Support of Fish Hatchery Efforts
- B. Monthly Activity Report Community Development
- C. Monthly Activity Report Surveyor

**14. EXECUTIVE SESSION**

- A. Labor Negotiations (ORS 192.660(2)(d))
- B. Real Property – Brookings Airport (ORS 192.660(2)(e))

**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:** Compensation Board Recommendations.

**AGENDA DATE<sup>a</sup>:** 5/24/17 **DEPARTMENT:** BOC **TIME NEEDED:** 15 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:** Compensation Board Chair **PHONE/EXT:**                      **TODAY'S DATE:**  
05/09/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** ORS 204.112 (3) The county compensation board shall annually review the compensation paid to persons comparably employed by the State of Oregon, local public bodies and private businesses within a labor market deemed appropriate by the board for each elective officer. The county compensation board shall take into account such factors as the number of employees supervised and the size of the budget administered by each elective officer, the duties and responsibilities of each elective officer, and the compensation paid to subordinates and other appointed employees who serve in positions of comparable management responsibility. The county compensation board shall prepare and approve by majority vote a recommended compensation schedule for the elective officers and shall submit the recommended compensation schedule to the county governing body.

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

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

- (1) 2017 Compensation Board recommendations on compensation for elective officers
- (2)

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

**QUESTIONS:**

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

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

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

Name:  
Address:  
City/State/Zip:

Phone:

Due date to send:            /            /

Email:

<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:**    **Presentations**

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? **Yes**  **No**   
(If Yes, brief detail) Fulfills Compensation Board statutory reporting duty

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley      **Yes**  **No**

Commissioner Sue Gold            **Yes**  **No**

Commissioner Court Boice        **Yes**  **No**

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

# CURRY COUNTY COMPENSATION BOARD

04/24/2017

The Curry County Compensation Board consisting of Kitty Buntin, Kevin McHugh and Terry Hanscam met on April 24, 2017 to review the compensation for Curry County Elected Officials. Terry Hanscam was elected chair. County Council John Huttli provided the board with a list of responsibilities of the compensation board as outlined in ORS 204.112 and an outline of procedures to follow.

The board then reviewed material provided by County staff consisting of Elected Official salaries as reported to the Association of Oregon Counties for Curry, Coos, Josephine, Jefferson, Wasco, Tillamook, Union and Crook Counties. In addition the board reviewed salaries of elected Sheriff's provided to the board by Sheriff Ward. We also reviewed material submitted by the Assessor.

The Board did not take into consideration Curry Counties current financial issues, as ORS 204.112 states that the Compensation Board is to recommend a fair salary for each Elected Officials position. This task is further complicated by the fact that each County is unique and the duties of Elected Officials varies from County to County.

The Compensation Board believes that Curry Counties Elected Officials are underpaid when compared with other Elected Officials in Oregon in Counties of similar population and and budget size.

Having said this, the Compensation Board recommends the following,  
we believe the Commissioners Salaries should be \$ 71,600.00 , but recommend \$ 68,600.00  
we believe the Sheriff's salary should be \$ 89,000.00 , but recommend \$ 84,000.00  
we believe the Assessors salary should be \$74,500.00 , but recommend \$ 69,650.00  
we believe the Clerk's salary should be \$ 66,950.00 , but recommend \$ 66,400.00  
we believe the Treasurer;s salary should be \$ 66,400.00 , but recommend \$ 63,500.00.

We, the Curry County Compensation Board, urges the Commissioners and the Budget Committee to receive this unanimous report in the spirit in which it is intended, that it is to show what we the Compensation Board believe to be the fair Salaries for Elected Officials of Curry County when compared with like positions across the State. We would also like to point out that elected officials in Curry County have not had a COLA since 2014.



Terry C. Hanscam

Chair Curry County Compensation Committee

RECEIVED

APR 26 2017

Board of Commissioners  
Curry County, Oregon

**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:** Intergovernmental Service Agreement between DOR and Curry County for Map Maintenance services

**AGENDA DATE<sup>a</sup>:** 5/24/17 **DEPARTMENT:** Assessor **TIME NEEDED:**

<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:** Jim Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 5-8-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This is an agreement contract between Department of Revenue and Curry County as Contract #3606-17 for map maintenance and other cadastral services for fiscal year July 1, 2017 to June 30, 2018.

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

**FILES ATTACHED:** **SUBMISSION TYPE:** Contract

- (1) Intergovernmental Services Agreement Contract #3606-17
- (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) Many other depts/entities rely on this data.
- 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 Send Jim Kolen original to submit to DOR.

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:**

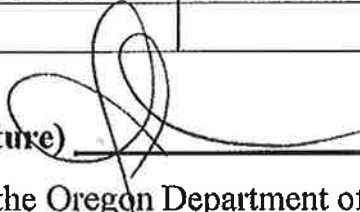
- Commissioner Thomas Huxley        Yes  No
- Commissioner Sue Gold        Yes  No
- Commissioner Court Boice        Yes  No

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

OREGON  
DEPARTMENT  
OF REVENUE



<b>TO:</b>	Brenda Alfano Oregon Department of Revenue 955 Center St. NE Salem, OR 97301-2555 Voice: (503) 945-8404 Fax: (503) 945-8382
<b>FROM:</b>	Jim Kolen
<b>Phone:</b>	541-247-3257
<b>Fax:</b>	541-247-2387
<b>Date:</b>	5-8-17
<b>Pages including this cover page:</b>	2
<b>SUBJECT:</b>	Contract# 3606-17

I (signature) , (title) Curry Co. Assessor, received a copy of the Oregon Department of Revenue (Agency) Contract #3606-17, between Curry County and Agency via e-mail from Brenda Alfano on May 2, 2017. I certify by signature that I signed the Contract on 5-8, 2017 without change from the electronically transmitted document. A copy of the signature page from this Contract containing my signature and dated 5-8, 2017, is included with this facsimile/email transmission.





**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:** Personnel Actions done by Appointing Authorities

**AGENDA DATE<sup>a</sup>:** 05/24/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 3 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:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 5/4/17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Presentation to the Board of Sheriff Department hiring and promotion activity per Personnel Rules change April 2016

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

(1)Exhibit A

(2)

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

**QUESTIONS:**

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

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

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)

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

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



Exhibit A

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 04-03-17

Employee's Name:

James Starkweather

Recommending Official

Sheriff John Ward

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Promotion, Payroll Allocation Change, Rehire, Change in Pay, Leave of Absence, Transfer, Other.

Job Description Attached

Start/Effective Date:

04-10-17

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per Month. TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per Month. Example row: Sheriff's Office, Corrections, S-7, A, 3258, Month.

Certification (list):

\*Allocation Change:

No Change

Explanation:

Table for Allocation Change with columns: Fund, Dept, Division, Object, %, and a large empty box for explanation.

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

New hire to fill a position that was recently vacated.

REQUIRED SIGNATURES: Please sign and date.

Supervisor, Department, Head/Elected Official, Employee, Human Resources signatures and lines.

Date lines for Supervisor, Head/Elected Official, and Employee.

**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:** Curry County Newspapers of Record ... 2017 and 2018

**AGENDA DATE<sup>a</sup>:** 5-24-17 **DEPARTMENT:**    **TIME NEEDED:** 10 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:** Court Boice **PHONE/EXT:** 3229 **TODAY’S DATE:** 5-16-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** In recent Year Rotations; previously when the County recognized the Pilot's year, The Curry County Reporter still received considerable County legal notices. It is my understanding that 2017 should have been the C. C. R.'s turn.

I am proposing to the BOC that this year be the Curry County Reporter, or alongside or in conjunction with the Curry Coastal Pilot, thus eliminating the historical rotation. The Curry County Reporter is a Newspaper of Record, as are the Pilot and the Port Orford News. The C.C.R. too is over 100 years old and has been publishing legal advertising/public notices throughout its history.

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

- (1)
- (2)

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

**QUESTIONS:**

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

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

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

Name:  
Address:  
City/State/Zip:

Phone:

Due date to send:        /        /

Email:

<sup>a</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) Establishes newspaper 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

**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:** CAFFA Grant 2017-18

**AGENDA DATE<sup>a</sup>:** 5/24/17 **DEPARTMENT:** Assessor **TIME NEEDED:**

<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:** Jim Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 5/16/17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Department of Revenue (DOR) has reviewed first submittal of CAFFA application and requested/recommended changes: FTE changes on Form 1 are explained on Form 2 of grant application. A note concerning ORMAP grant was added on Form 3. DOR felt that intended expenditure of \$4500 Captial Outlay item in Assessor budget to replace computer hardware as needed was more properly placed in the materials and services area of the budget. We will address that with the budget committee. CAFFA adjustments must be submitted to DOR by June 1. Request approval of adjustments with signature authority to chair.

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

**FILES ATTACHED:** **SUBMISSION TYPE:** Grant

(1)CAFFA application will be submitted to Commissioners Office by 5/24/17.

(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) Clerk, Treasurer, Tax Collector, Finance/Personnel
3. If Land Transaction, filed with the clerk? **Yes**  **No**  **N/A**

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Return Original to Jim Kolen

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) CAFFA Grant

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley **Yes**  **No**

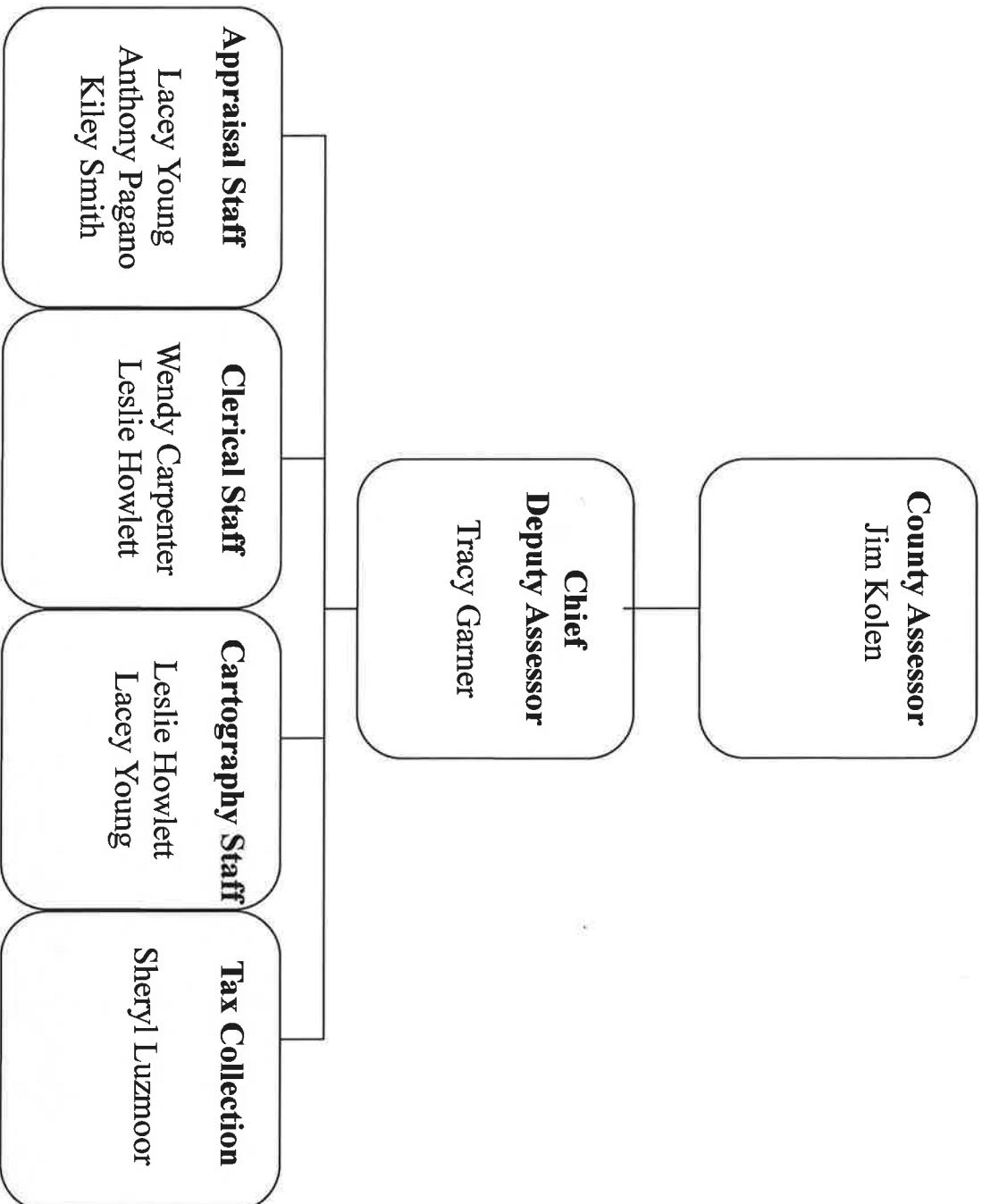
Commissioner Sue Gold      **Yes**  **No**

Commissioner Court Boice      **Yes**  **No**

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

# CURRY COUNTY ASSESSOR'S OFFICE - ORGANIZATIONAL CHART

2017-18




 Form 1  
Grant Application Staffing  
2017-2018

Curry County	Approved FTE Current Year ( 2016-2017 )	Budgeted FTE Coming Year ( 2017-2018 )	Change (Column 2 less Column 1)
<b>A. Assessment Administration</b>			
Assessor, Deputy, etc.	1.00	0.90	-0.10
Assmt. Support Staff, Deed Clerks, & Data Entry Staff	1.80	1.75	-0.05
Total Assessment Administration	2.80	2.65	-0.15
<b>B. Valuation-Appraisal Staff</b>			
Chief Appraisers/Appraiser Supervisor	0.45	0.45	0.00
Lead Appraisers	0.00	0.00	0.00
Residential Appraisers	2.30	2.25	-0.05
Commercial/Industrial Appraisers	0.30	0.30	0.00
Farm/Forest/Rural Appraisers	0.10	0.10	0.00
Manufactured Structure/Floating Structure Appraisers	0.00	0.00	0.00
Personal Property Appraisers	0.00	0.00	0.00
Personal Property Clerks	0.50	0.50	0.00
Sales Data Analyst	0.15	0.15	0.00
Data Gatherers & Appraisal Techs	0.00	0.00	0.00
Total Valuation-Appraisal Staff	3.80	3.75	-0.05
<b>C. Clerk/BOPTA Staff</b>			
	0.06	0.06	0.00
<b>D. Tax Collection &amp; Distribution Administration</b>			
Administration, Deputy, etc.	0.10	0.20	0.10
Support & Collection Staff	0.73	0.70	-0.03
Tax Distribution	0.33	0.33	0.00
Foreclosure & Garnishment	0.22	0.20	-0.02
Total Tax Collection & Distribution Staff	1.38	1.43	0.05
<b>E. Cartography &amp; GIS Administration</b>			
Cartographic/GIS Supervisor	0.00	0.00	0.00
Lead Cartographer	0.00	0.00	0.00
Cartographers	0.00	0.00	0.00
GIS Specialist	0.50	0.00	-0.50
Total Cartographic & GIS Staff	0.50	0.00	-0.50
<b>F. A&amp;T Data Processing Staff</b>			
	0.60	0.00	-0.60
<b>G. Total A&amp;T Staffing (the sum of A-F above)</b>			
	9.14	7.89	-1.25





**Form 2**  
**Explanation of Staffing Issues**  
**2017-2018**

**Curry County**

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than reported on Form 1, Section B, note that here and include the FTE. ... Show More

Staffing essentially the same as 2016-17. Program areas are suffering due to limited staff and could become unmanageable if market and economy improves significantly. If staffing reduced, it is likely certain program areas would discontinue.

Curry County moved to a contract for GIS this year and no longer employs a GIS specialist. We expect to substantially the same service with the contract and don't anticipate other areas of A & T to be impacted.

Curry County has also moved to an IT contract this year and no longer employs in-house staff. We are working through the changes and have not attempted to quantify productivity issues related to this change.

After first DOR review CAFFA Grant: DOR noted that no portion of Assessor portion was allocated to Tax Administration. This update reflects 0.10 FTE Assessor moved from Assessment Administration to Tax Administration.

Also the following adjustments reflect FTE changes due to the removal of overtime in Assessor's Office:  
 -0.05 FTE Assessment Support Staff and -0.05 FTE Residential Appraiser.

Removal of Irregular and Overtime in Tax Collection equals -0.03 FTE support and collection and -0.02 FTE Foreclosure and Garnishment. Organizational Chart does not show that Young is only 0.50 FTE.



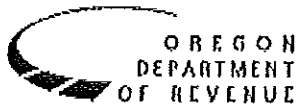
**Form 3  
General Comments  
2017-2018**

**Curry County**

Use this form to describe any issue in your budget that needs further clarification. Examples would be significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personal services costs for mapping, etc. You may also use this form to document any miscellaneous comments. ... Show More

Curry County has not yet determined what level of resource will be available for 2017-18 budget. It is possible that projections contained in this grant application could change.

Total on Line 2 Form 7 includes \$35,000 for ORMAP that is budgeted in a different area of County Budget.



**Form 4**  
**Valuation-Appraisal Resources**  
**2017-2018**

## Curry County

Activities	Number of Accounts by Activity		Number of FTE by Activity	
	Actual (2016-2017)	Estimated (2017-2018)	Actual (2016-2017)	Estimated (2017-2018)
<b>1. Real Property Exceptions, Special Assessments, and Exemptions</b>				
New Construction	1,343	1,250	1.00	1.00
Zone Changes	0	0	0.00	0.00
Subdivisions, Segregations, Consolidations	290	300	0.20	0.20
Omitted Properties	31	40	0.05	0.05
Special Assessment Qualification and Disqualification	87	90	0.10	0.10
Exemptions	36	40	0.05	0.05
Subtotal	1,787	1,720	1.40	1.40
<b>2. Appeals and Assessor Review</b>				
Assessor Review and Stipulations	200	250	0.15	0.15
BOPTA	7	15	0.10	0.10
Department of Revenue	0	0	0.00	0.00
Magistrate Division—Tax Court	0	0	0.00	0.00
Regular Division—Tax Court	0	0	0.00	0.00
Subtotal	207	265	0.25	0.25
<b>3. Real Property Valuation</b>				
Physical Reappraisal	880	1,300	1.00	1.00
Recalculation only—no appraisal review	18,834	18,499	0.40	0.40
Subtotal	19,714	19,799	1.40	1.40
<b>4. Business Personal Property (returns mailed)</b>	992	1,000	0.50	0.50
<b>5. Ratio</b>			0.15	0.15
<b>6. Continuing Education</b>			0.05	0.05
<b>7. Other Valuation—Appraisal Activity</b>			0.05	0.05
<b>8. Total Valuation—Appraisal Staff (FTE)</b>			3.80	3.80



**Form 5  
Tax Collection/Distribution  
Work Activity  
2017-2018**

**Number of Accounts  
by Activity**

Curry County

	<u>Actual ( 2016-2017 )</u>	<u>Estimated ( 2017-2018 )</u>
<b>1. Number of accounts requiring roll corrections</b>		
Business Personal Property	<u>15</u>	<u>20</u>
Personal Property Manufactured Structures	<u>74</u>	<u>80</u>
Real Property	<u>98</u>	<u>100</u>
<b>2. Number of accounts requiring a refund</b>		
Business Personal Property	<u>2</u>	<u>5</u>
Personal Property Manufactured Structures	<u>24</u>	<u>30</u>
Real Property	<u>147</u>	<u>150</u>
<b>3. Number of delinquent tax notices sent</b>		
Business Personal Property	<u>36</u>	<u>38</u>
Personal Property Manufactured Structures	<u>302</u>	<u>310</u>
Real Property	<u>1,125</u>	<u>1,130</u>
<b>4. Number of foreclosure accounts processed</b>		
Real Property only	<u>156</u>	<u>170</u>
<b>5. Number of accounts issued redemption notices</b>		
Real Property only	<u>9</u>	<u>11</u>
<b>6. Number of warrants</b>	<u>69</u>	<u>72</u>
<b>7. Number of garnishments</b>	<u>0</u>	<u>0</u>
<b>8. Number of seizures</b>	<u>0</u>	<u>0</u>
<b>9. Number of bankruptcies</b>	<u>6</u>	<u>8</u>
<b>10. Number of accounts with an address change processed</b>	<u>497</u>	<u>497</u>
<b>11. How many second trimester statements do you mail?</b>	<u>3,124</u>	
<b>12. How many third trimester statements do you mail?</b>	<u>3,080</u>	
<b>13. Does the county contract for lock box service?</b>	<u>Yes</u>	
<b>14. Does the county use in-house remittance processing?</b>	<u>Yes</u>	
<b>15. Is the tax collector combined with another county function?</b>	<u>Yes</u>	

If tax collector is combined with another county function, please describe that function.

Assessment



**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**  
**2017-2018**

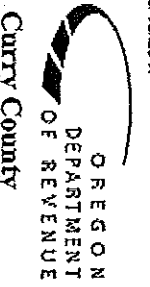
Curry County

**Assessment and Administrative Support**  
**Work Activity**

	Numbers by Activity	
	Actual ( 2016-2017 )	Estimated ( 2017-2018 )
1. Number of Deeds Worked	2,087	2,190

**Cartography Work Activity**

	Numbers by Activity	
	Actual ( 2016-2017 )	Estimated ( 2017-2018 )
1. Number of new tax lots	65	70
2. Number of lot line adjustments	43	50
3. Number of consolidations	136	140
4. Number of new maps	25	30
5. Number of tax code boundary changes	21	25



OREGON  
DEPARTMENT  
OF REVENUE  
Curry County

Form 7  
Summary of Expenses  
2017-2018

Current operating expenses	A. Assessment Administration	B. Valuation	C. BOP/TA	D. Tax Collection & Distribution	E. Cartography*	F. A&T Data Processing	TOTALS
1. Personal Services	\$185,534	\$252,796	\$3,781	\$98,328	\$0	\$0	\$540,439
2. Materials & Services	\$46,855	\$62,436	\$649	\$61,463	\$49,500	\$20,000	\$240,903
3. Transportation	\$1,245	\$2,905	\$550	\$359	\$0	\$0	\$5,059
4. Total Current Operating Expenses (Total Direct Expenses)	\$233,634	\$318,137	\$4,980	\$160,150	\$49,500	\$20,000	\$786,401

\* Include ORMAP-approved grant funding  
Indirect Expenses

- 5. Total Direct Expenses (line 4) \$786,401
- 6. If you use the 5 percent method to calculate your indirect expenses, enter .05 in this box. Total Indirect Expenses (line 5 × line 6). \$39,320
- 6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box. Total Indirect Expenses (line 6A × the direct expense amount for the category/categories that your certificate allows). 0.00000
- 7. Total Indirect Expenses \$39,320

Capital Outlay	Assessment Administration	Valuation	BOP/TA	Tax Collection & Distribution	Cartography*	A&T Data Processing	Total Capital Outlay Without Regard to Limitation
8. Enter the actual capital outlay without regard to limitation. <u>\$0</u>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Total direct and indirect expenses (line 4 + line 7) <u>\$825,721</u>							
10. Direct and indirect expenses × 0.06 <u>\$49,543</u>							
11. The greater of line 10 or \$50,000 <u>\$50,000</u>							
12. Capital outlay (the lesser of line 8 or line 11) <u>\$0</u>							
13. Total expenditures for CAFRA consideration (line 4 + line 7 + line 12) <u>\$825,721</u>							



Form 8  
Grant Application Resolution  
2017-2018

Curry County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Curry County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Curry County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$825,721.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

County designates:

Jim Kolen, Assessor/Tax Collector

\_\_\_\_\_  
Name

(541) 247-3257

\_\_\_\_\_  
Telephone

kolenj@co.curry.or.us

\_\_\_\_\_  
E-mail Address

as the county contact person for this grant application.

**County Approval**

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the county board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

Thomas C Huxley

Signature (Chair/Judge or Appointee)

Commissioner Chair

Title

\_\_\_\_\_  
Date



**Form 9**  
**Racial and Ethnic Impact Statement**

This form is used for informational purposes only and must be included with the grant application  
**2017-2018**

**Curry County**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 11<sup>th</sup> day of April, 2017, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Wendy Carpenter

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



**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 - Curry County Sheriff's Dept. and Teamsters Local Union No. 223

**AGENDA DATE<sup>a</sup>:** 05-24-17 **DEPARTMENT:** Counsel **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:** 3218 **TODAY'S DATE:** 05-17-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** One Year Agreement between Sheriff's Dept. and Teamsters, Effective July 1, 2017 through June 30, 2018

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Agreement

- (1) Agreement
- (2)

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

**QUESTIONS:**

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

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Need the original signature from Teamsters

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** **Administrative Actions**

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

(If Yes, brief detail) Agreement

**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

AGREEMENT  
BETWEEN  
CURRY COUNTY SHERIFF'S DEPARTMENT  
AND  
TEAMSTERS LOCAL UNION NO. 223  
JULY 1, 2017 - JUNE 30, 2018

Union Negotiating Team

Brent Jensen, Chief Negotiator  
Phil MacDonald, Patrol Deputy  
Jim Turner, Corrections Deputy  
Randy Ullom, Communications Deputy

County Negotiating Team

Mark Wolf, Local Government Law Group, Chief Negotiator  
John Huttli, County Counsel  
Sue Gold, County Commissioner  
John Ward, Sheriff  
Julie Swift, Payroll and Personnel Officer  
Mike Espinoza, Captain

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AGREEMENT  
BETWEEN  
CURRY COUNTY SHERIFF'S DEPARTMENT  
AND  
TEAMSTERS LOCAL UNION NO. 223

Agreed to and to be in effect between the Curry County Sheriff's Department, hereinafter called the "County", and the Teamsters Local Union No. 223, International Brotherhood of Teamsters, Portland, Oregon, hereinafter called the "Union", made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The County recognizes the Union as the sole and exclusive bargaining representative of all employees of the Curry County Sheriff's Department who regularly work twenty-five (25) hours or more per week, excluding supervisory and confidential employees as defined in ORS 243.650 (6) and (23), temporary (less than 180 days per calendar year) and casual employees.

1.2 New Classes. New classifications may be developed by the County and a wage scale for those classifications may be assigned by the County. The County shall so notify the Union and provide the Union with a copy of the job description for the new classification and a wage scale assigned thereto.

In the event the Union and the County agree that the newly created job classification appropriately belongs in the bargaining unit, and if the Union serves written notice of its desire to bargain over the wage rate assigned the classification, the Union and the County shall enter into negotiations for wages and those issues unique only to the newly created classification.

In the event the County disagrees with the Union's contention that the newly created classification appropriately belongs in the bargaining unit, the Union has the option to petition the Employment Relations Board for a unit clarification.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights. In addition to rights specified elsewhere in this agreement, the County shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determining the procedures and standards of selection for employment and promotion; direct and supervise employees; to discipline, suspend, demote or terminate an employee so long as such action is for just cause; hire, promote, transfer, lay off or retain employees; implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted; to determine and assign duties, schedules and hours of work it has historically subcontracted (Marijuana Eradication, Marine Board and Forest Patrol).

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this agreement, and the County retains all authority, powers, privileges and rights not specifically limited by the terms of the agreement. In the event a conflict between the provisions of the agreement and any rule or regulation heretofore existing, the provisions of this agreement shall control.

## ARTICLE 3 - NON-DISCRIMINATION

3.1 Employee Rights. Employees shall have the right to form, join and participate in the activities of the Union, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County because of his/her exercise of his/her rights.

3.2 Non-Discrimination. The County and the Union agree that the provisions of this agreement shall be applied to all employees in the bargaining unit without illegal discrimination as to race, color, religion, sex, age, marital status, national origin, or mental or physical disability. However, the County reserves the right to prescribe lawful bona fide occupational requirements. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies.

## ARTICLE 4 - UNION BUSINESS

4.1 Union Business. The Union shall provide written notice to the County of its designated Union Stewards. A Union Steward shall not suffer a loss of regular pay as a result of time spent in grievance meetings with supervisors or other representatives designated by the County. Other Union/Management meetings may, when mutually agreed upon beforehand, be held during a Steward's regularly scheduled working hours without loss of pay to the Steward.

4.2 Collective Bargaining Activities. The time for collective bargaining activities shall be mutually agreed upon by the County and the Union. When mutually agreed upon collective bargaining activities occur during regularly scheduled working hours of members of the Union bargaining team, they shall be allowed time off with pay for that purpose. However, the County may require said on-duty employees to respond to calls which occur during these activities. The County shall be notified by the Union of the names of designated representatives. No more than three (3) such employees may be off with pay at any one time. The Union will make every effort to consider the requirements of the department in utilizing time off.

4.3 Union Solicitation. Except as otherwise provided in the Agreement, during their working hours, Union members shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on other business activities of the Union.

## ARTICLE 5 - UNION SECURITY

5.1 Checkoff. Any employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing deductions of membership dues and initiation fees for the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the County shall deduct such dues and initiation fees from the first salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) days to the Union.

5.2 Fair Share. In lieu of becoming a member of the Union, an employee shall, within thirty (30) days from the date of employment, make payments in lieu of dues to the Union. Such payment shall be in the same amounts as provided for regular Union dues. This section shall be referred to as the "Fair Share Agreement", and the County shall deduct from the first payday of each employee, each month, the payments required and shall remit the same to the Union within ten (10) days after the posting of the payroll. Such deductions are done by the County according to law and therefore without the need for employee authorization.

5.3 Religious Objection. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the County and Union that this has been done.

5.4 Hold Harmless. The County shall not be held liable for errors in deductions provided in this article unless the County, upon written notification from the Union, fails to correct the error within one month. The Union agrees to

indemnify, defend, and hold harmless against any claim made or suits brought against the County as a result of this article. The Union shall provide the County prior written notice of at least one month of any change in dues amounts.

5.5 New Hires. The County will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the employee's name, social security number, mailing address, and position for which he/she was hired.

5.6 Bulletin Boards. The County agrees to allow space not to exceed 3' X 4', for a bulletin board within the Sheriff's Department facilities in Gold Beach and Brookings-Harbor to be used by the Union for the posting of notices and bulletins relating to the Union. All items posted will bear the signature of the official of the Union responsible for the posting.

5.7 Right of Access. Union Business Representatives shall have the right of reasonable access to the work areas of the employees represented under this Agreement but will not unreasonably interfere with the employee's work. Prior to gaining such access, the Union Business Agent will first contact the supervisor of the affected employee, if on duty, and if that supervisor is not on duty, the patrol shift supervisor will be contacted concerning the visit. Clearance for the requested access shall be gained from the contacted supervisor prior to such visit. In no case will such access be unreasonably denied.

## ARTICLE 6 - WORKING OUT OF CLASSIFICATION

6.1 Working Out of Classification. Any person covered by this agreement who is assigned the responsibilities and carries out the duties of a position or rank above that which he/she normally holds for a minimum of five (5) days shall receive a five percent (5%) pay increase for the total time so acting. This Article shall apply to Deputies assigned to train new employees during the period of such assignment of not less than five (5) consecutive work days. This Article shall not apply to a voluntary training assignment to other bargaining unit positions for periods not in excess of two weeks.

## ARTICLE 7 - HOURS OF WORK

7.1 Regular Hours. Eight (8), ten (10), or twelve (12) consecutive hours of work shall constitute the regular work day. The regular hours of work each day shall be consecutive time for regular employees, except for interruptions for lunch periods. Preparation for reporting for duty shall not be considered as part of the workday.

7.2 Work Week. The work week shall be Sunday through Saturday. The regular work week shall consist of not more than five (5) consecutive work days, with two (2) consecutive days off. If the days off are Saturday and Sunday they shall fall within two work weeks.

- A. At the option of the County, the work week may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day, with three (3) consecutive days off, as assigned by the County.
- B. At the option of the County, the Corrections Division may be scheduled on the basis of a twelve- (12) hour workday, with a defined number of consecutive work days and a defined number of consecutive days off. The schedule will be based on where all employees would work 120 hours in a twenty-one- (21) day period. The twenty-one- (21) day period will have no less than three (3) consecutive and no more than four (4) consecutive work days, with the consecutive days off following these same guidelines or otherwise agreed.

7.3 Work Schedule. Work schedules showing the employees' shift assignment, work days and hours shall be posted on the respective department bulletin boards at least fifteen (15) days after completion of the yearly bid. Except for emergency situations, as declared by the County, which involve unforeseen circumstances for which the County is not directly responsible and beyond the control of the County, and for the duration of the emergency, work schedules for any work shift shall not be changed unless seven (7) days notice is provided to the employee. Except for emergency situations or as mutually agreed upon between those affected, changes to an employee's schedule with less than seven (7) days' notice shall result in compensation at the overtime rate for all hours worked outside of the employee's regularly scheduled shift. Except for the period during shift rotation, all employees shall be scheduled to work on a regular shift.

Employees in the Patrol, Corrections, and Communications Divisions, except for Sergeants, shall select work shifts by bidding based upon seniority. The rotation of these shifts will be in three-(3) month work cycles and such cycles shall begin in July, October, January and April each year. A blank schedule for the following fiscal year shall be posted no later



than May 1<sup>st</sup> and each employee, by division and by seniority, will select work shifts, including available days off, for each three-month period. No employee will be permitted to work more than nine (9) months on the same shift in a fiscal year. For employees in Corrections or Communications, a work shift of the same hours that has different days off is not considered a different shift. For Patrol employees, a work shift is considered a different shift if it has different days off. Shifts may also be rescheduled to meet Public Safety requirements and other emergencies. Any change in duration of rotation will be by agreement of the Management/Union (MUT) Team.

Regarding scheduling the Labor-Management Committee shall be responsible for all matters not expressly defined in this Article. The committee shall be composed of two members selected by management and two members selected by the Union. If agreement cannot be reached by the Labor-Management committee, the dispute will be referred to the Grievance Procedure, Step 2, in Article 16, of this agreement.

**7.4 Rest Periods.** A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the County in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time. Dispatch personnel may be required to take rest periods at their work stations while on duty, and in the Dispatch Center, consistent with the operating needs of the department as determined by the Sheriff or his/her designee.

**7.5 Meal Periods.** All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The meal period shall be thirty (30) minutes and shall be on duty time.

**7.6 Trade Days.** Shift trades and trading of days between employees shall be permitted with approval of the Sheriff or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Sheriff or his designee, to substitute for one another during scheduled hours of work. The County shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for the FLSA regulations.

**7.7 Daylight Savings Time.** Employees working during the change to Daylight Savings Time in the spring shall have the option of working their regular full consecutive hours of work, working the "short" shift and accept the one-hour loss in pay, or using accrued vacation or compensatory time to make up the difference.

## ARTICLE 8 - OVERTIME

**8.1 Overtime.** Overtime shall be considered as time worked in excess of the normal hours worked per work day or work week for full time employment.

Employees shall be compensated at the rate of one and one-half (1½) times the respective hourly rate of pay for overtime work under the following conditions, but in no case will compensation be received twice for the same hours:

- A. Authorized overtime hours worked in excess of the regular work day.
- B. Authorized overtime hours worked in excess of the regular work week.

Hours worked will include: Sick time, vacation time, and holiday time.

**8.2 Call Back and Court Time.** When an employee is called by Curry County to perform work or to appear in court outside his/her regularly scheduled shift as a result of work performed as an employee of Curry County, such employee shall be paid for a minimum of three (3) hours at the rate of time and one-half (1½) when such call outs occur on off-duty time. For the purpose of this section, there must have been a break of at least one (1) hour between the completion of on-duty time and the time of the call back or court appearance, otherwise such time will be subject to the agreement provision for overtime pay. In addition, employees recalled less than three (3) hours prior to the start of their regular shift shall be paid only for the actual hours worked, and shall continue to work through the regular shift.

**8.3 Overtime for Out-of-Town Assignments.** When an employee is assigned "out-of-town" duties (including court attendance), his/her work schedule shall be adjusted to accommodate such assignments (if necessary and if the County

has enough advanced notice to reasonably do so). Claims for overtime not approved in advance must be accompanied by documentation, if possible, or a written explanation that such overtime was unavoidable. The employee shall seek all monies due the employee from other parties for services related to such assignments and shall turn such monies over to the County.

**8.4 Form of Compensation.** Compensation for authorized overtime shall be paid unless compensatory time is requested by the employee. Such time shall be credited at one and one-half (1½) times the employee's respective hourly rate.

Compensatory time off may not be accumulated in excess of eighty (80) hours. Compensatory time off may be taken upon mutual agreement between the employee and the Sheriff or his/her designee on a first-come, first-served basis

After the employee has given reasonable notice of his/her desire to use compensatory time, the County may override prior scheduling and selection when required to do so if the use of the compensatory time will unduly disrupt the operations of the Department or when required to do so because of an emergency.

**ARTICLE 9 - MILEAGE AND PER DIEM**

**9.1 Mileage.** An employee authorized by the County to report for special duty such as schools, conferences, training, etc., outside the corporate limits of the County requiring the use of a personal automobile for transportation to such location shall be compensated at the IRS rate as of January of each year for the use of such automobile. Such mileage shall be computed from the normal work site.

**9.2 Per Diem.** When an employee's duties require him/her to travel outside the County, the County agrees to reimburse that employee in advance on a per diem basis to cover meals as follows:

Breakfast	\$ 10.00
Lunch	\$ 12.00
Dinner	\$ 20.00

The cost of lodging will be reimbursed at the actual cost upon presentation of receipts for said lodging. An exception to this provision shall exist in the event meals and/or lodging are paid by the County as part of the registration for an event or a program.

**ARTICLE 10 - HOLIDAYS**

**10.1 Holidays.** In lieu of holidays, all full-time employees shall be credited with eight (8) hours holiday leave per each full month of employment. All regular part-time employees shall receive a prorated amount of holiday leave based on normal hours worked per week. The employee may elect to use these days off throughout the ensuing year at a time mutually agreeable to the County and the employee. Such time off must be used by the end of the fiscal year or paid for except that a maximum of forty-eight (48) hours per year may be cashed out at the straight time rate, or, for employees in the job classifications of Parole and Probation Officer and Detective, a maximum of twenty-four (24) hours per year may be cashed out at the straight time rate. Time off shall not be unreasonably denied. However, if an employee's inability to take time off is caused by the County, such accrued holidays shall be paid in cash.

Employees in the job classifications of Chief Civil Deputy and Administrative Assistant will be required to take time off on the nine holidays designated and observed by the County: In addition, eight (8) hours will be credited on July 1, November 1, and March 1 and scheduled and/or cashed out as provided above.

**ARTICLE 11 - VACATIONS**

**11.1 Vacation Accrual.** Full-time employees, after having been employed for six (6) full continuous months shall be credited with six (6) work day's vacation and thereafter vacation leave shall be credited as follows for continuous service:

SERVICE	DAYS PER YEAR	HOURS PER MONTH
After six months of continuous service through fifth year	12	8
After fifth year of continuous service through tenth year	15	10
After tenth year of continuous service through 15th year	18	12
After 15th year of continuous service through 20th year	21	14
After 20th year	24	16
Should the County establish a 4-day work week consisting of 40 hours, vacation accumulation and charges against such accumulation shall be made on an hourly basis. Regular part-time employees working less than 40 hours per week shall be credited with a prorated amount of vacation time based on normal hours worked per week per each full month of employment.		

11.2 Continuous Service. Continuous service for accumulation of vacation leave credit shall be service unbroken by separation from the county employment, except that time spent by an employee on military leave, peace corps duty, authorized educational leave, shall be included as consecutive service. Time spent on other types of authorized leave will not count as part of consecutive service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave.

11.3 Accrual Limitations. An employee may accumulate up to 200 hours of vacation credit. The County, at its option, may pay off excess vacation time at the employee's applicable rate of pay, when an employee is about to lose vacation credit because of accrual limitations, when such pending loss is caused by the County's insistence that the employee be at work, thus prohibiting a scheduled vacation period. No payment shall be made for vacation time lost by an employee because of accrual limitations unless failure to take vacation is caused by the County's insistence that the employee be at work during a scheduled vacation period. The County shall establish the procedure to notify each employee at the time of the first semi-monthly salary payment date each month of the amount of vacation time accrued by the employee.

11.4 Vacation Selection. Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation times, subject to two weeks notice and scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the County's right to so arrange scheduling that each employee has a reasonable opportunity if he/she chooses to use at some time during the fiscal year the full amount of the vacation credit which he/she could accumulate in twelve months of continuous service. Vacation time shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise his/her right of seniority only once annually and for one block of time only. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Seniority can only be exercised 30 days or more prior to the scheduled time block. All vacation requests under the 30-day limit will be granted on a first-come, first-served basis and will not be subject to seniority. Except for emergencies, seniority-selected and approved vacation requests shall not be modified or cancelled without mutual consent between the employee and the County. For the purposes of this section, emergencies do not include changes in staffing levels or sick leave usage. Vacation requests approved under the 30-day limit may be subsequently overridden by the County when required to do so because of operational needs beyond its control.

11.5 Death or Termination. In the event of termination of employment of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

## ARTICLE 12 - SICK LEAVE

12.1 Sick Leave. Accrued sick leave shall be earned for the purpose stated herein by each full-time employee at the rate

of eight hours for each full calendar month of service, commencing with the first day of the first full month. Regular part-time employees working less than 40 hours per week shall be credited with a prorated amount of sick leave based on normal hours worked per week per each full month of employment. Sick leave may be accrued to a maximum of 1440 hours. Accrued sick leave shall be utilized according to State Law.

**12.2 Utilization.** Employees may use their allowance of sick leave when unable to perform their work duties by reason of their illness or injury; pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances by which the health of the other employees or the public would be endangered by the employee's attendance; or by serious illness of an immediate family member as described in Section 12.6 of this article. Absence to attend an ill family member shall be limited to the time the employee's presence is actually required. The County may, at its option, require a physician's statement of the nature and identity of the illness, the need for the employee's absence and an estimated duration of three or more consecutive work days, prior to the payment of any sick leave benefits. Prior to allowing the employee to return to work, the County may require a doctor's release stating that the employee may return to his/her normal duties without risk of aggravating the illness or injury. Where the County finds the employee is, by reason of his/her illness or injury, unable to perform services with regularity, efficiency or degree of safety to himself or others which the County finds necessary to the proper operation of the department and safety of fellow employees, or where the County finds that the employee's illness is at a stage where it may present an unnecessary and unreasonable risk of infection to other employees, the County shall have the right to require that he/she absent himself and take further sick leave.

**12.3 Integration with Worker's Compensation.** When an injury occurs in the course of County employment, the County's obligation to pay under this sick leave article is limited to the difference between any disability payment or time loss payment received under Worker's Compensation Laws and the employee's net salary. In such instances, only prorated charges will be made against the employee's accrued sick leave.

**12.4 Leave Without Pay.** Upon application by the employee, or in the event the County determines under Section 2, that the employee is unable to return to work, leave without pay may be granted by the County after accrued leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. The County agrees to continue medical benefits in accordance with State and Federal Law.

**12.5 Bereavement Leave.** Paid bereavement leave shall be accumulated at the rate of one (1) work day per year to a maximum of three (3) work days. Bereavement leave shall be granted consistent with guidelines established by the Oregon Family Leave Act (OFLA). If additional time is needed, it shall be deducted from the employee's sick leave, but the length of leave shall be determined by OFLA regulations. Any leave provided under this section shall be concurrent with any bereavement leave provided pursuant to OFLA. .

**12.6 Immediate Family.** For purposes of this Article, "immediate family member" means the spouse, same-sex domestic partner, son, daughter, domestic partner's son or daughter, foster child, step-child of the individual, mother, father, step-parent, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law, aunt, uncle, niece, or nephew.

**12.7 Transfer of Sick Leave.** Employees who have exhausted their sick and vacation leave benefits may obtain sick leave from other County employees (with their consent) if they require extended time off for a life threatening illness or injury. Only employees who have accumulated more than 240 hours sick leave may make sick leave contributions, and no employee may contribute more than 40 hours sick leave per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. All donated leave is forfeited upon contribution.

## ARTICLE 13 - OTHER LEAVES OF ABSENCE

**13.1 Criteria and Procedure.** The County will consider a written application for leave of absence not to exceed ninety (90) calendar days, for unpaid leaves, if the County finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The County may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the County; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the County as a resignation.

Any employee who is granted a leave of absence under this Agreement and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the

County and his/her position shall be declared vacant, unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the County determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

13.2 Jury Duty. Employees shall be granted a leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due for such jury duty and turn said fees except travel, lodging or meal reimbursement over to the County, and upon being excused from jury duty for any day an employee shall immediately contact a supervisor for assignment for the remainder of his/her regular work day.

13.3 Non-Service Connected Appearance. A leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to subpoena or other order by proper authority compelling his/her attendance under penalty prescribed by law.

13.4 Absence Without Leave. Absence of an employee from duty, including absence for a single day or part of a day, not authorized by an appropriate supervisor shall be deemed an absence without leave. Such absence shall be without pay and may be cause for disciplinary action up to and including termination.

#### ARTICLE 14 - PERSONNEL FILE

14.1 Inspection. Each employee shall have the right to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of material received prior to the date of his/her employment by the County. Official personnel files will be maintained by the County Human Resources Office. The Sheriff's office may maintain working files for the employee.

14.2 Employee Response. An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file.

14.3 Employee Signature. Each employee shall read and sign any written material that is placed in his/her personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

14.4 Removal of Negative Material. Upon written request by the affected employee, materials of a negative nature shall be removed from the personnel file after thirty-six (36) months (or twenty-four (24) months in the event of a written reprimand) if no subsequent discipline has been imposed. The removed documents shall be maintained by the County in a separate location in accordance with State Archives rules and regulations. A copy of this material shall also be given to the employee at the time of removal.

#### ARTICLE 15 - DISCIPLINE AND DISCHARGE

15.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level.

Counseling, work improvement plans, and other similar corrective measures are not considered discipline and will not be directly placed in an employee's personnel file. Such corrective actions may be maintained in supervisory files of performance evaluations and are not subject to the grievance process.

Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands are not subject to the

grievance process.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

15.2 Discharge. If the County determines there may be just cause to impose suspension, demotion or for the discharge of an employee, the County shall deliver to the employee and the Union a written notice of such possible action, including finding of facts, names policy, rule or law violations and the range of potential discipline considered prior to imposition. The employee will be afforded the reasonable opportunity to respond prior to imposition of such disciplinary action (pre-disciplinary meeting). Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement.

15.3 Right to Representation. Any employee who has reasonable expectation that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of such representative shall be in accord with guidelines set forth by the Employment Relations Board.

## ARTICLE 16 - SETTLEMENT OF DISPUTES

16.1 Grievance. A grievance shall mean a claim by an employee, and/or the Union that there has been a violation of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be calendar days.

Step 1. Immediate Supervisor The grievant shall discuss the grievance first with his/her immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within ten (10) days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, the grievant shall file the grievance in writing with the immediate supervisor.

The written grievance shall include:

- 1) A statement of the grievance
- 2) Specific provision(s) allegedly violated
- 3) Remedy sought

The immediate supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 2. Sheriff Within ten (10) days of the Step 1 response, if the grievant is not satisfied with the disposition of his/her grievance, he/she shall file the written grievance with the Sheriff. The Sheriff shall hear the appeal and render his/her decision within ten (10) days after receiving the grievance.

Step 3. In the event no agreement is reached in Step 2, either the Union or the County may, within ten (10) calendar days of the date of the Sheriff's response, notify the other party of its intent to take the matter to arbitration.

16.2 The Arbitrator. If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of seven Oregon arbitrators. The parties shall then alternately strike names from the list until only one remains.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The decision of the arbitrator shall be binding on the parties.

16.3 Arbitration Costs. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the cost of presenting its own case.

16.4 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. In the absence of such an agreement the parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

## ARTICLE 17 - GENERAL PROVISIONS

17.1 Information. Either party will provide single copies of information which is a matter of public record and necessary for the administration of this Agreement to the other party upon request.

17.2 Posting of Work Rules. The County agrees to post in a conspicuous location a copy of new work rules 14 days prior to their effective date whenever possible. Supervisors will have available copies of County policies, personnel rules, work rules, and a copy of the contract. Those rules requiring compliance in less than fourteen days shall be distributed and communicated in an appropriate manner.

17.3 Job Descriptions. If during the life of this Agreement the County changes or modifies the job descriptions, such changes or modifications shall be forwarded to the Union. Nothing in this clause is intended to restrict the right of the County to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

17.4 Safety. The County and the employees are committed to the concept of adequate levels of services and safety within the Sheriff's Department. The County and the employees shall comply with all such applicable safety regulations.

17.5 Uniform Allowance. Uniforms and protective clothing shall be provided as presently practiced. Criminal Division employees assigned plain clothes duty shall receive \$100 per each full quarter worked.

17.6 Other Employment. Outside employment shall be permitted only with the express prior approval of the Sheriff. Any employee with outside employment on or after the effective date of this Agreement shall notify the Sheriff thereof within thirty (30) days after the effective date of this Agreement. To deny outside employment the Sheriff must find that it violates one of the following criteria:

- A. That such employment is in conflict with the interest of County employment;
- B. That such employment detracts from the efficiency of the employee in his/her County work;
- C. That such employment is a discredit to or incompatible with the County employment; or
- D. That such employment takes preference over the requirements of County employment.

### 17.7 Training.

- A. Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff's Department, and each employee is expected to work towards furtherance of this goal.
- B. When an authorized school or training class, including required training for a CPR card, is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.  
  
Time spent in County required training classes shall be treated as time worked for overtime purposes.
- C. All DPSST-approved classes and other training opportunities received by the Sheriff shall be coordinated by a designee, and each employee shall be expected to request and/or attend at least forty (40) hours of such training or schooling per year. Approval or disapproval of requested schooling shall be at the discretion of the Sheriff.
- D. The time spent by an employee in traveling to and from schools in excess of the regular workday hours

for training purposes shall be administered in record with established practice.

E. Notice of training opportunities will be posted to the extent possible.

17.8 Smoking Policy. Employees are prohibited from smoking in County buildings and vehicles.

17.9 Drug and Alcohol Policy. The parties agree to the provisions of the County's existing Drug and Alcohol Policy, attached as exhibit "B".

## ARTICLE 18 - SENIORITY

18.1 Definition. Seniority shall be defined as the total length of continuous service since the last date of hire in one of the divisions within the Department. Seniority can be accumulated in any or all of the divisions and classifications.

18.2 Break In Seniority. Seniority shall be broken and the employee shall be considered terminated if an employee:

- A) Quits
- B) Is discharged for just cause
- C) Is laid off or fails to respond to written notice as provided in this article
- D) Is laid off for a period of time greater than eighteen (18) months
- E) Fails to report to work at the termination of leave of absence
- F) Accepts other employment without permission
- G) Retires

18.3 Layoff. In the event the County determines a layoff to be necessary, employees shall be laid off within their division and classification by division and classification seniority. The County shall determine from which division and classification layoffs will take place. For purposes of this Article only, Deputies I, II and III shall be regarded as in the same classification; Detectives I, II and III shall be regarded as in the same classification; Sergeants I and II shall be regarded as in the same classification; and Parole and Probation I, II and III will be regarded as in the same classification.

18.4 Bumping Rights. An employee who is laid off and who advanced to his/her present classification within the division shall have the right to use his/her division seniority to bump back into their previous classification. The only exception to the above sentence shall be that to bump into the Detective classification an employee must have more previous seniority in the Detective classification than other employees in that classification. An employee who is laid off and who advanced to his/her present division from a different division and classification shall have the right to use his/her seniority in the previous division and classification to bump back into the other division, provided said employee is qualified to perform the work required.

Further, any employee, except those working in the Community Corrections Department, who was a member of the bargaining unit on July 1, 2008 and who has fifteen (15) or more years of continuous service, shall have the right to use his/her seniority to bump into the division with the least-senior bargaining unit member, provided said employee is qualified to perform the work required.

Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to but not higher than their current salary.

18.5 Recall From Layoff. Employees shall be recalled from layoff by reverse order in which they were laid off within their classification and division. Employees on layoff status shall be eligible for recall for up to fifteen (15) months from the date of layoff.

18.6 Notice of Recall From Layoff Status. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the County by the employee. The employee shall notify the County of his/her acceptance of the offer within five (5) days from the date of receipt thereof or date of attempted delivery to the employee at the last known address by certified mail, and be available for work within fourteen (14) days or the employee will forfeit all recall rights and seniority. It shall be the laid off employee's responsibility to maintain with the Sheriff a current address and telephone number at which he/she may be contacted as a qualification for eligibility for recall.



18.7 New Employees. A new hire shall serve a probationary period of twelve (12) full months. The probationary period may be extended up to a maximum of eighteen (18) months for an uncertified employee or until he/she qualifies for their DPSST basic certificate. Probationary employees may be terminated for any reason and shall have no recourse to the grievance procedure of this Agreement on matters relating to discharge.

18.8 Promotional Probationary Period. Regular employees promoted into a higher classification within the bargaining unit shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status, within the probationary period, to his/her previous position for any reason with or without cause. Any such demotion shall not constitute a violation of this Agreement.

18.8 Transfer Probationary Period. Regular employees who voluntarily request to be transferred to a different department within the bargaining unit shall serve a transfer probationary period of twelve (12) months. The Union also recognizes the right of the employer to reassign an employee on transfer probationary status, within the probationary period, to his/her previous position for any reason with or without cause. Any such reassignment shall not constitute a violation of this Agreement.

18.9 Seniority List. The seniority list is of all current employees within the bargaining unit and their respective seniority order, date of hire in the bargaining unit, date of entry into present class and present classification. The County agrees to update this seniority list annually on July 1, post on the bulletin boards and forward it to the Union for review.

## ARTICLE 19 - COMPENSATION

19.1 Salary Schedule. Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked exhibit "A", which is hereby incorporated into and made a part of this Agreement. The difference between steps A-F will be 5% per step.

Eligible employees are paid a different salary for holding DPSST certifications as identified in the Salary "A". (Level 2 for holding an Intermediate DPSST certification and Level 3 for holding an Advance DPSST certification). DPSST pay is 5% for Intermediate from base, and 10% for Advanced from base, not cumulative to Intermediate. Sergeant I classification is required to have Intermediate DPSST certification and Sergeant II is required to have Advanced DPSST certification, and thus the salary scale reflects inclusion of the certification pay.

19.2 Pay Periods. Employees shall be paid semi-monthly on the 15<sup>th</sup> and on the last day of the month unless that day falls on a weekend, in which event the pay date will be on the last work day prior. Pay periods will end on the 7<sup>th</sup> and 22<sup>nd</sup> of each month.

19.3 Longevity. Upon completion of the required number of years of continuous uninterrupted full time service with the County, an employee shall be eligible to longevity pay as follows:

- a) 5 through 9 years of service, 1.5% of the base rate per month.
- b) 10 through 14 years of service, 2.5% of the base rate per month.
- c) 15 through 19 years of service, 3.5% of the base rate per month.
- d) 20 or more years of service, 5.0% of the base rate per month.

The base rate is Step B in each salary range with a cap of two times the lowest base rate of range 3, Step B.

An employee is eligible for longevity pay only so long as productive work continues. An employee who receives a less than satisfactory evaluation will be given a written notice sixty (60) days prior to cessation of longevity pay. At the end of said sixty (60) day period, a re-evaluation will occur. If the employee receives less than satisfactory re-evaluation, the employee shall not be eligible for longevity pay until his/her next annual evaluation.

Continuous uninterrupted service for purposes of longevity pay shall mean that period in which the employee is employed by the County or a public entity within the contract of the County, which is unbroken by separation from employment except time spent by an employee on authorized leave or lay off period not to exceed twelve (12) months

Regular part time employees shall receive credit toward eligibility for longevity pay based upon hours worked. To receive credit for one (1) years service, such an employee must work 2080 hours.

19.4 Anniversary Date. Employees who begin work or are promoted to a higher classification prior to the fifteenth (15th) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15th) day of the month shall have an anniversary date of the first of the following month. An employee's anniversary date will not change as a result of receiving an intermediate or advanced DPSST certification.

Employees who previously agreed to a July 1 anniversary date that differed from their original hiring or promotional date will maintain the July 1 anniversary date. However, as of July 1, 1995 future hiring and promotional anniversary dates will be established per this section.

#### 19.5 Step Increases.

- A. A five percent (5%) difference shall be maintained between steps. Negotiated percent increases shall be added to first step for each classification with higher steps adjusted on the first step.
- B. An employee who meets standards in all areas shall be granted a step increase on his anniversary date as defined in Section 19.4.

19.6 Reserves. The County may assign reserve volunteers to perform Department duties. Reserves will not be used to cause layoff or failure to fill authorized full-time equivalent bargaining unit positions. Bargaining unit members will have first opportunity to fill authorized overtime slots within their job classification.

### ARTICLE 20 - RETIREMENT

20.1 Retirement. The County will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. Employee's six percent (6%) shall be paid by the employee.

### ARTICLE 21 - WORKERS COMPENSATION

21.1 Worker's Compensation. Each employee will be insured under the provisions of the State of Oregon Workers Compensation statute.

### ARTICLE 22 - HEALTH AND WELFARE

22.1 Insurance. The County shall purchase medical-hospital, dental and vision insurance for eligible employees and their eligible dependents which is substantially equal to or better than that presently in effect. The County shall contribute up to \$1,250 per month per employee for the cost of the insurance. Effective January 1, 2018, the County shall contribute up to \$1,300 per month per employee for the cost of the insurance. Employees working less than 40 hours per week shall pay a prorated amount towards the premiums based on their regularly scheduled work week. In the event the premium rate increases over the cap, the difference shall be paid by the employee. Employee portions shall be deducted from the employee's paycheck effective as of the date of such increases.

In the event the parties, by mutual agreement, obtain medical, dental and vision insurance from a different carrier during the life of this Agreement, the County's financial obligation noted above shall remain the same and any saving from a lower premium shall be deposited into each employee's HRA account as established under Article 22.3.

22.2 Eligibility An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

22.3 Medical Savings Account The County shall cause to be created a medical savings account Voluntary Employee Beneficiary Association (hereinafter HRA VEBA) under Section 501(c)(9) of the Internal Revenue Code for every participating employee in the bargaining unit. The County shall contribute \$50.00 per month on behalf of each participating employee to said account.

#### ARTICLE 23 - STRIKES AND LOCKOUTS

23.1 No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restrictions of work during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

23.2 No Lockout. There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

#### ARTICLE 24 - PREVAILING RIGHTS

24.1 Prevailing Rights. The County shall not make unilateral changes in mandatory subjects of bargaining except as provided in this Agreement.

#### ARTICLE 25 - PRODUCTIVITY

25.1 Productivity. It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this Agreement. In return to the County for the wage rate and conditions herein provided and consistent with the principal of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

#### ARTICLE 26 - SAVINGS CLAUSE

26.1 Savings Clause. Should any portion of this contract be held contrary to law or administrative rule issued by a Federal or State Agency, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

#### ARTICLE 27 - TERM OF AGREEMENT

27.1 Term of Agreement. This Agreement shall be effective as of July 1, 2017 and, except as amended or modified, shall remain in full force and effect until June 30, 2018. It shall remain in full force from year to year thereafter unless either party shall serve written notice of its desire to modify the agreement upon the other no less than 180 days prior to the expiration date.

ARTICLE 28 - EXECUTION/SIGNATURES

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the undersigned officers by the authority of and on behalf of the Curry County Sheriffs Department and Teamsters Local Union No. 223.

TEAMSTERS LOCAL 223:

CURRY COUNTY:

\_\_\_\_\_  
Clayton Barry, Secretary-Treasurer

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

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

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

\_\_\_\_\_  
John Ward, Sheriff

**EXHIBIT "A"**  
**Curry County Sheriff's Department**  
**Effective July 1, 2017**

*There shall be no adjustments to the Salary Schedule for the period of this Agreement.*

<b>CLASSIFICATION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
Road Deputy I (Basic)	3472	3644	3826	4018	4218	4429
Road Deputy II (Int DPSST)	3644	3826	4018	4218	4429	4653
Road Deputy III (Adv DPSST)	3826	4018	4218	4429	4653	4884
<b>Detective I (Basic)</b>	<b>3592</b>	<b>3772</b>	<b>3962</b>	<b>4159</b>	<b>4368</b>	<b>4584</b>
<b>Detective II (Int DPSST)</b>	<b>3772</b>	<b>3962</b>	<b>4159</b>	<b>4368</b>	<b>4584</b>	<b>4815</b>
<b>Detective III (Adv DPSST)</b>	<b>3962</b>	<b>4159</b>	<b>4368</b>	<b>4584</b>	<b>4815</b>	<b>5055</b>
Corrections Deputy I (Basic)	3258	3420	3592	3772	3961	4158
Corrections Deputy II (Int DPSST)	3420	3592	3772	3961	4158	4367
Corrections Deputy III (Adv DPSST)	3592	3772	3961	4158	4367	4584
<b>Parole/Probation Admin Asst</b>	<b>3258</b>	<b>3420</b>	<b>3592</b>	<b>3772</b>	<b>3961</b>	<b>4158</b>
Communications Deputy I (Basic)	3258	3420	3592	3772	3961	4158
Communications Deputy II (Int DPSST)	3420	3592	3772	3961	4158	4367
Communications Deputy III (Adv DPSST)	3592	3772	3961	4158	4367	4584
<b>Executive Adm Asst</b>	<b>3592</b>	<b>3772</b>	<b>3961</b>	<b>4158</b>	<b>4367</b>	<b>4584</b>
Chief Civil Deputy I (Basic)	3258	3420	3592	3772	3961	4158
Chief Civil Deputy II (Int DPSST)	3420	3592	3772	3961	4158	4367
Chief Civil Deputy III (Adv DPSST)	3592	3772	3961	4158	4367	4584
<b>Corrections Corporal</b>	<b>3951</b>	<b>4149</b>	<b>4357</b>	<b>4574</b>	<b>4804</b>	<b>5043</b>
Sergeant I (Int DPSST required)	4338	4554	4780	5021	5272	5536
Sergeant II (Adv DPSST required)	4554	4780	5021	5272	5536	5810
<b>Parole/Probation Officer I (Basic)</b>	<b>3511</b>	<b>3689</b>	<b>3872</b>	<b>4065</b>	<b>4268</b>	<b>4483</b>
<b>Parole/Probation Officer II (Int DPSST)</b>	<b>3689</b>	<b>3872</b>	<b>4065</b>	<b>4268</b>	<b>4483</b>	<b>4706</b>
<b>Parole/Probation Officer III (Adv DPSST)</b>	<b>3872</b>	<b>4065</b>	<b>4268</b>	<b>4483</b>	<b>4706</b>	<b>4942</b>

EXHIBIT "B"  
DRUG AND ALCOHOL POLICY

DEFINITIONS

For purposes of the Curry County, Oregon Alcohol and Drug Free Work Place Policy, the following definitions apply:

"County Premises" includes any of the various County structures, real property, or facilities (including vehicles), but as it relates to alcohol, it excludes the Curry County Fairgrounds and Curry County Parks for non-work related activities.

"Employees" includes all Curry County employees.

"Illegal Drugs and Controlled Substances" means:

- a) Drugs and controlled substances which are not legally obtainable, and
- b) Drugs and controlled substances which are legally obtainable, but have been obtained illegally.

"Reasonable Cause" is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of alcoholic beverage), behavior, or speech of the employee, or as being involved in an accident on company premises which results in physical injury or property damage.

STATEMENT OF MISUSE OF ALCOHOL AND OTHER DRUGS OR CONTROLLED SUBSTANCES:

Curry County considers its employees to be its most valuable asset and is concerned about their safety and well-being. The County recognizes that misuse of alcohol and other drugs or controlled substances is a pervasive problem in our society in general and that problems with substance abuse exist both within our community and in the County. This policy on alcohol and other drug use applies to all employees. The purpose of the policy is:

- a. To present Curry County's policy regarding alcohol, controlled substances, and drug free work place.
- b. To prevent alcohol use, drug use or use of controlled substances that adversely affects job performance and/or the working environment.
- c. To endorse rehabilitation for employees diagnosed as abusing or dependent upon alcohol or drugs or controlled substances.
- d. To provide guidance and training to supervisors in addressing substance abuse issues.
- e. To maintain compliance with the Federal Regulations governing the Drug Free Workplace Act of 1988.

OBJECTIVES

These general policies will be implemented by more specific objectives intended to establish a safe and healthy work place for all employees. Specific objectives of this program include, but are not limited to the following:

- a. To identify job performance problems at the earliest possible time.
- b. To encourage the utilization of available programs to resolve alcohol, drug and controlled substances problems.
- c. To increase employee awareness of the risks of alcohol, drug and controlled substances use and abuse.
- d. To make treatment for alcohol and chemical abuse or dependency, and ongoing recovery, accessible to all employees.
- e. To prohibit the actual, or attempted use, abuse, possession, sale and/or distribution of unauthorized drugs or

controlled substances on County premises or while conducting County business.

- f. To ensure that all employees suffering from chemical dependency will not have their job security and promotional opportunities jeopardized by making a request for help.
- g. To hold voluntary requests for help in strict confidence; only those persons within the department who need to know will be notified.
- h. To ensure employees' right to privacy and confidentiality with regard to testing, medical treatment or substance abuse treatment.

#### LEGAL DRUGS AND CONTROLLED SUBSTANCES

1. Medication. The use of medically prescribed drugs or controlled substances during working hours is approved, provided there is no medically stated caution preventing the employee from performing his/her job safely and adequately. The employee is responsible for notifying his/her direct supervisor when taking medications that may prevent the employee from safely performing his/her required duties.
2. Prohibited Use of Alcohol. Employees whose physical abilities or mental judgement are reasonably believed to have been altered by the use of alcohol or who have the odor of an alcoholic beverage on their breath shall not be permitted to report to work or continue to perform work while in that condition. Any employee reporting to work so affected or engaging in the use of alcoholic beverages on County premises or during work hours, is subject to corrective action, up to and including termination. Employees are required to report any alcohol related arrest, conviction or license suspension at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and of itself, shall not be considered just cause for discipline.

#### ILLEGAL DRUGS

1. Subject to Subsection 2 below, the actual or attempted delivery, distribution, manufacture, or trafficking of controlled substances or the use or possession of controlled substance that are not medically authorized is strictly prohibited. Any violation of this policy will result in disciplinary action up to and including termination.
2. Marijuana is a Class I controlled substance; its use is illegal under federal law. Although Oregon law (ORS 475.300 to 475.346) exempts from criminal prosecution in state court those individuals who obtain a "registry identification card" from the Oregon Department of Human Services, based on a statement from their attending physician that the individual has a "debilitating medical condition," this is not an acceptable explanation for a positive drug test under this Policy. The County will automatically verify such tests as positive.
3. Employees are required to report any arrest or conviction for illegal drugs or controlled substance to their supervisor at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and of itself, shall not be considered just cause for discipline.

#### EMPLOYEE RESPONSIBILITIES

1. Each employee is responsible for managing his or her own behavior in compliance with this policy. If an employee suspects that he/she has an alcohol, drug or controlled substance problem, the employee is expected to seek assistance for that problem. All employees are encouraged to support co-workers in seeking assistance for problems that adversely impact the work environment, safety, health and job performance.
2. In the event an employee is diagnosed as alcohol, controlled substance or drug dependent the employee is responsible for following the recommendation of an approved treatment program.
3. As a result of disciplinary action arising from an alcohol, drug or controlled substance problem, an employee may be required to participate in a drug or alcohol evaluation. An employee who is required will be evaluated for drugs and alcohol use by a state approved treatment provider. As a result of this evaluation treatment may be required.

4. An employee who successfully completes a treatment program for substance abuse will be subject to random drug and/or alcohol testing for a period of two years after returning to work. Any employee who tests positive for alcohol or controlled substances is subject to disciplinary action up to and including termination, and will be held responsible for the expense of positive tests.

#### EMPLOYER RESPONSIBILITIES

The County may, upon employee request, grant leave to permit the employee to participate in a drug or alcohol abuse assistance or rehabilitation program. The employee shall use his/her accrued compensatory time, sick leave and vacation leave, in that order. If accrued paid leave is exhausted, the employee may be placed on leave without pay per personnel rules. All of the provisions of the sections concerning unpaid leaves of absence shall apply to any such leave.

#### TESTING FACILITIES

For breath and urine testing, the County may use local testing facilities and qualified personnel. For laboratory results, the County will use an accredited testing facility for the testing work required under those Policies and Procedures. The Employee, through the contract grievance process, may challenge any testing methods or results, if desired.

#### TRAINING

Supervisors and other management personnel will be trained through a state accredited provider to recognize appropriate symptoms which indicate reasonable cause to conclude that an employee may be working under the influence of alcohol, drugs or controlled substances and to administer these Policies and Procedures in a reasonably consistent, confidential and effective manner.

#### RIGHT TO SEARCH

When reasonable cause exists to believe an employee has violated the terms of this policy, the County reserves the right to inspect and/or search all County property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation shall constitute misconduct which may result in disciplinary action up to and including termination.

#### RIGHT TO TEST

When a supervisor has reasonable grounds to believe that an employee is using or is under the influence of alcohol or controlled substances, the employee in question may be required to submit to a drug and/or alcohol test at the County's expense. Any refusal to submit to mandatory drug and/or an alcohol testing, or attempts to subvert a drug or alcohol test in any way, will subject the employee to disciplinary action up to and including termination. An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test using gas chromatography/mass spectrometry (GC/MS) test or other reasonably accepted scientific methodology. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive results, the employee shall be notified of the results in writing by the appropriate department head or designee. The letter of notification shall state the particular substance identified by the laboratory tests. If a confirmed body fluid is positive, the County will instruct the laboratory to retain the body fluid sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a



laboratory approved by the County.

### PRE-EMPLOYMENT TESTING

1. Successful applicants for safety sensitive positions in Curry County (as determined by the County) are required as a condition of employment to consent to drug/alcohol screening at the County's expense prior to being considered for employment. Applicants who refuse to consent to the required testing will not be considered for employment.
2. Applicants who fail the required tests will not be considered for employment of a period of six months. This period may be waived if the applicant completes an evaluation by a qualified Alcohol & Drug Counselor and completes an acceptable rehabilitation program and presents proof of completion. Applicants who have successfully completed an acceptable rehabilitation program are subject to retesting at any time during the following two years of employment. An applicant who fails a second test will not be re-considered for a period of one year.
3. This section shall not apply to intra-county job changes such as promotions, interdepartmental transfers, etc.

### SPECIFIC DRUG AND ALCOHOL PROCEDURES

The specific County alcohol and drug procedures are found in Attachment "A" which is incorporated by reference.

#### ATTACHMENT A

##### Confidentiality Procedure for Alcohol and Drug Policy

- A. Employee and applicant: Alcohol and drug information such as that relating to testing and treatment is confidential.
- B. The County will maintain confidential employee and applicant information in separate files, with limited access.
- C. Employees shall respect the needs and rights of recovering employees to maintain confidentiality and to actively engage in an ongoing recovering program.
- D. Employees who may require counseling and/or related assistance should be advised that the Curry County Personnel Officer is a resource to identify various counseling or assistance providers.

##### EMPLOYEE MEDICATION USE REPORT PROCEDURES

- A. Employees are responsible for notifying their direct supervisor when taking medications that may prevent them from safely performing their work duties.
- B. Any such notification must be kept confidential from all except those with a need to know or those approved by the employee.
- C. For notification purposes, an employee must use the "Confidential Legal Drug Use Notice" form or other written notice which contains essentially the same information.
- D. A supervisor does not need to know which drug the employee is taking or who the employee's doctor is.
- E. If the employee determines that the medication will prevent him/her from performing his/her job safely and adequately in the short term, then the employee may be granted:

1. Accumulated compensatory leave
2. Sick leave (refer to the Personnel Rules)
3. Vacation leave
4. Leave without pay (refer to Union contracts or County Personnel Rules)

or an employee's work duties may be temporarily altered to allow the employees to remain at work and perform his/her duties safely and adequately.

F. If the medication will not permit an employee to perform his/her job safely and adequately for a long term and no reasonable accommodations to the employee's condition can be made, it may be necessary to release the employee from his/her employment with Curry County. Please consult with County Legal Counsel.

CONFIDENTIAL  
MEDICATION USE NOTICE

Part I

\_\_\_\_\_  
Employee Name (print or type)

In accordance with the Curry County Alcohol and Drug Free Work Place Policy, I am notifying my supervisor that I am taking a legal medication that may prevent me from safely performing my required duties.

I am taking medication which has the following possible side effects:

\_\_\_\_\_

I believe that the use of this medication \_\_\_\_\_ prevent me from performing my job  
(will / will not)

safely and adequately. Explain:

\_\_\_\_\_

Part II

\_\_\_\_\_  
Supervisor Name (print or type)

Due to the above information, the following action will be taken:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

REPORT PROCEDURE FOR ARREST, CONVICTION, OR LICENSE SUSPENSION  
DUE TO ALCOHOL, ILLEGAL DRUGS OR CONTROLLED SUBSTANCES

A. Employees are required to report any alcohol, illegal drug, or controlled substances related arrest, conviction, or license suspension to their supervisor at the beginning of their next scheduled work day following the event.

B. This information may be reported on the form provided or may be written if it contains essentially the same information.

C. The supervisor, in consultation with the appointing authority for the department and County Legal Counsel, must determine if the event is a violation of the Curry County Alcohol and Drug Policy and/or a violation of Article 24 A in the Curry County Personnel Rules. If the event is a violation of these policies/rules, then disciplinary action must be taken in accordance with Union contracts, Personnel Rules, and Alcohol and Drug Policies.

ARREST, CONVICTION OR LICENSE SUSPENSION REPORT FORM FOR  
ALCOHOL, ILLEGAL DRUGS OR CONTROLLED SUBSTANCES

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name

\_\_\_\_\_  
Time

\_\_\_\_\_  
Date of Arrest/Conviction/License Suspension (circle one)

\_\_\_\_\_  
Place of Arrest/Conviction/License Suspension (circle one)

Arresting Department and Officer: \_\_\_\_\_

Reason for Arrest/Conviction/License Suspension:  
\_\_\_\_\_  
\_\_\_\_\_

Employee Statement:

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** IGA's for Curry County Dispatch Services for FY 2017-2018

**AGENDA DATE<sup>a</sup>:** 05/24/2017 **DEPARTMENT:** Sheriff **TIME NEEDED:** 15 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:** Sheriff Ward/DJPHONE/EXT: 3322 **TODAY'S DATE:** 05/17/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** IGA's for 2017-2018 Dispatch services outlining quarterly billing based on usage. Fire Districts remain at a fixed rate of \$100/year.

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Agreement

- (1) Signed IGA for Cal Ore Ground Ambulance
- (2) Signed IGA for Port Orford Ambulance
- (3) Signed IGA for Agness Illahe RFPD
- (4) Signed IGA for Sixes River RFPD
- (5) Signed IGA for Langlois RFPD
- (6) Signed IGA for Ophir RFPD
- (7) Signed IGA for Cedar Valley/North Bank Rogue RFPD
- (8) Signed IGA for Pistol River RFPD
- (9) Signed IGA for City of Port Orford and Port Orford Police Department

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 Send printed copies to Sheriff's Office, Admin. Asst. Deputy Storns.

Phone:

Due date to send:        /        /

Email:

<sup>a</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) Dispatch Agreements for 2017-18 for local public safety agencies

**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

**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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**PURPOSE**

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

**RECITALS**

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

**SECTION 1    AGREEMENT**

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

**SECTION 2    TERM AND TERMINATION**

The term of this agreement shall be from July 1, 2017, to June 30, 2018.

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

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SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

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- B. Employ CAD System to dispatch in accordance with all applicable laws and regulations, including but not limited to (as applicable): Oregon Revised Statutes (ORS), National Crime Information Center (NCIC), Criminal Justice Information System(CJIS), and Law Enforcement Data System (LEDS), Department of Public Safety Standards and Training(DPSST), and Oregon State Police Office of Emergency Management (OSP/OEM).
- C. Provide written and recorded call logs, LEDS information and other reasonable services and assistance in connection with emergency dispatching for local public safety community, per applicable agreements.
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- F. Provide administrative services with Subscriber participation: maintain an equipment resource file, a responsible person file, a personnel call-up list, programming for CAD; Subscriber shall assist as necessary development and maintenance of these administrative services.
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- H. Provide Public Safety telephone messages via Sheriff's Department Emergency Services.



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

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

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**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018 Cedar Valley/North Bank RFPD will be billed for dispatch during the first quarter for the year.

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

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

SECTION 11 REMEDIES

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

SECTION 12 EXECUTION AND COUNTERPARTS

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

Signed: CURRY COUNTY:

<u>John Ward, Sheriff</u>	<u>4 / 20 / 17</u>
	Date
<u>Thomas Huxley, Chair</u>	<u> / /</u>
	Date
<u>Sue Gold, Vice Chair</u>	<u> / /</u>
	Date
<u>Court Boice</u>	<u> / /</u>
	Date

SUBSCRIBER [NAME: Agnes Wake Rural Fire Protection Dist]

<u>Julie Schesbath</u>	<u>4 / 24 / 2017</u>
Name, Title <u>Board Sec.</u>	Date

**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

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

SECTION 7     INCORPORATION OF FULL TERMS

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

SECTION 8     PRIOR AGREEMENTS

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

SECTION 9     SEVERABILITY



**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018, Cal Ore will be billed quarterly for most recent past quarter's call history experience. Calls stats will be provided with each billing.

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

**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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

**PURPOSE**

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

**RECITALS**

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

**SECTION 1    AGREEMENT**

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

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

**SECTION 2    TERM AND TERMINATION**

The term of this agreement shall be from July 1, 2017, to June 30, 2018.

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

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

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

### SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

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

Dispatch Services Include:

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

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

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

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

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

#### SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis at the end of each quarter when billed and within thirty days. Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is still unpaid for more than 45 days after written notice by provider of intent to terminate.

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

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

## SECTION 5    EMPLOYEES

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

County shall retain control of its dispatch center personnel; monitoring, evaluating, training, and adequately staffing the dispatch center under the terms of this agreement. All such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their

hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

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

SECTION 6    HOLD HARMLESS

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

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

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SECTION 9    SEVERABILITY



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

SECTION 10 INTERPRETATION

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

SECTION 11 REMEDIES

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

SECTION 12 EXECUTION AND COUNTERPARTS

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

Signed:

CURRY COUNTY:

<u>John Ward</u> John Ward, Sheriff	<u>4 / 20 / 17</u> Date
_____	_____/_____/_____ Date
Thomas Huxley, Chair	
_____	_____/_____/_____ Date
Sue Gold, Vice Chair	
_____	_____/_____/_____ Date
Court Boice	

SUBSCRIBER [NAME: City of Port Orford ]:

<u>Terrie Richards - City Admin</u> Name, Title	<u>4 / 25 / 17</u> Date
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**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018, City of Port Orford Police Services will be billed quarterly for the most recent past quarter's call history. Call stats will be provided with each billing.

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

**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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

**PURPOSE**

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

**RECITALS**

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
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Signed: CURRY COUNTY:

<u>John Ward, Sheriff</u>	<u>4 / 20 / 17</u>
	Date
<u>Thomas Huxley, Chair</u>	<u> / /</u>
	Date
<u>Sue Gold, Vice Chair</u>	<u> / /</u>
	Date
<u>Court Boice</u>	<u> / /</u>
	Date

SUBSCRIBER [NAME: \_\_\_\_\_]:

<u>Michael Murphy Fire Chief</u>	<u>4 / 10 / 2017</u>
Name, Title	Date



**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018 Langlois Fire RFPD will be billed for dispatch during the first quarter for the year.

**NOTE:**

Rural Fire and Volunteer Fire Annual Flat Rate	\$100.00
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**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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

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**RECITALS**

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

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

**SECTION 7**     **INCORPORATION OF FULL TERMS**

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

**SECTION 8**     **PRIOR AGREEMENTS**

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

**SECTION 9**     **SEVERABILITY**

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

SECTION 10 INTERPRETATION

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

SECTION 11 REMEDIES

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

SECTION 12 EXECUTION AND COUNTERPARTS

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

Signed:

CURRY COUNTY:

John Ward 4/20/17  
John Ward, Sheriff Date

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

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

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

SUBSCRIBER [NAME: Ophir Rural Fire Prot. Dist.

Judi G. Sten 5/18/17  
Name, Title Date  
Sec. / Treas.  
Board of Directors

**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018 Ophir RFPD will be billed for dispatch during the first quarter for the year.

**NOTE:**

Rural Fire and Volunteer Fire Annual Flat Rate	\$100.00
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**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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

**PURPOSE**

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

**RECITALS**

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

**SECTION 1    AGREEMENT**

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

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

**SECTION 2    TERM AND TERMINATION**

The term of this agreement shall be from July 1, 2017, to June 30, 2018.

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

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

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

### SECTION 3 COUNTY RESPONSIBILITIES FOR DISPATCH SERVICES

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

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

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

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

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

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

#### SECTION 4 SUBSCRIBER RESPONSIBILITIES

Subscribers shall:

- A. Pay for Dispatch Services in accordance with the Cost Formula that is attached hereto and incorporated by reference as Exhibit "A." Payments shall be made on a quarterly basis at the end of each quarter when billed and within thirty days. Should Subscriber be in arrears in payment of set fees hereunder, such default shall not be deemed a material breach unless subscriber entire account balance due is still unpaid for more than 45 days after written notice by provider of intent to terminate.

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

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

## SECTION 5    EMPLOYEES

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

County shall retain control of its dispatch center personnel; monitoring, evaluating, training, and adequately staffing the dispatch center under the terms of this agreement. All such personnel performing services for the County pursuant to this agreement shall be County employees. County personnel assigned to the dispatch center, must be certified as Tele-communicators and Emergency Medical Dispatchers through the DPSST within one year of their

hire date. This includes providing any additional continuous and on-going training to retain professional DPSST certification.

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

**SECTION 6**    **HOLD HARMLESS**

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**SECTION 9**    **SEVERABILITY**



**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018 Pistol River RFPD will be billed for dispatch during the first quarter for the year.

**NOTE:**

Rural Fire and Volunteer Fire Annual Flat Rate	\$100.00
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**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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

**PURPOSE**

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

**RECITALS**

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
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Signed:

CURRY COUNTY:

John Ward  
John Ward, Sheriff

4 / 20 / 17  
Date

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

/ /  
Date

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

/ /  
Date

\_\_\_\_\_  
Court Boice

/ /  
Date

SUBSCRIBER [NAME: Portofoord Community Ambulance]

Wade Phillips  
Name, Title

04 12 17  
Date

**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018, Port Orford Ambulance will be billed quarterly for most recent past quarter's call history experience. Calls stats will be provided with each billing.

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

**INTERGOVERNMENTAL AGREEMENT  
FOR CURRY COUNTY DISPATCH SERVICES**

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

**PURPOSE**

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

**RECITALS**

- A. County, by and through the Curry County Sheriff's Office currently operates a 24-hour dispatch center (Dispatch Center) located within the Curry County Sheriff's Office, 29832 Ellensburg Avenue, Gold Beach, Oregon, 97444.
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SECTION 6    HOLD HARMLESS

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

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

SECTION 7    INCORPORATION OF FULL TERMS

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

SECTION 8    PRIOR AGREEMENTS

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

SECTION 9    SEVERABILITY



**INTERGOVERNMENTAL AGREEMENT EXHIBIT "A"**

**CURRY COUNTY DISPATCH SERVICES**

**COST FORMULA**

(Hourly cost divided by average call time)

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

Continuing with fiscal year 2017/2018, Sixes River Fire Department will be billed for dispatch services during the first quarter for the year.

**NOTE:**

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

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 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:** Ordinance Creating the Office and Position of Curry County Administrator and Adding Article One, Division Seventeen

**AGENDA DATE<sup>a</sup>:** 05-24-17 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 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:** Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 05-16-17

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This ordinance reflects the efforts of a work session and a Board meeting discussion on the position of a County Administrator. The ordinance reflects that the county administrator will have authority over all county personnel, among other things, but not over any elected official and not over employees in the District Attorney or Sheriff Office. This is a First Reading for Ordinance, 2<sup>nd</sup> reading will be June 21, 2017 with implementation of July 1, 2017 Declaring an Emergency. If not an emergency, ordinance will be effective 90 days after adoption. Public Hearing

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Ordinance

- (1) Ordinance
- (2)

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

**QUESTIONS:**

1. Would this item be a departure from the Annual Budget if approved? Yes  No   
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes  No   
(If Yes, brief detail) All with exception of Sheriff and DA
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:** Executive Session

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?        Yes  No   
(If Yes, brief detail) Establishes County Law Position of County Administrator

**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 Ordinance )  
Creating the Office and Position )  
of Curry County Administrator )  
and Adding Article One, Division )  
Seventeen )

ORDINANCE NO. 17-01

**THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.17.010      TITLE**

This Ordinance shall be known as Ordinance No. 17-01 and may be cited as the “Creation of the Office and Position of County Administrator”. The County Administrator shall be the Chief Administrative Officer of the County and shall be responsible only to the Board of Commissioners.

**SECTION 1.17.020      AUTHORITY**

The Board of County Commissioners hereby delegates to the County Administrator broad authority to perform his or her job functions. The County Administrator is responsible to the Board for the manner of his or her administration. The Board reserves to itself all of its legislative and judicial or quasi-judicial authority, unless expressly delegated. This Ordinance is to be interpreted as a broad delegation to the County Administrator of Board of Commissioner authority, unless non-delegable or expressly reserved to the Board.

- (a) Any additional delegation of the authority from the Board to the County Administrator shall be by duly adopted order or ordinance.
  
- (b) Prior delegations by the Board of Commissioners to other Officers of the County shall remain in effect only where not inconsistent with this code. In the event of a potential conflict between a prior delegation and this Code, the County Administrator shall bring the matter to the attention of the Board.

**SECTION 1.17.030      APPOINTMENT OF COUNTY ADMINISTRATOR**

The County Administrator shall be appointed by and serve at the pleasure of the Board of County Commissioners. The relationship between the County and the County Administrator shall be as set forth in this Chapter and any employment agreement between the County and the County Administrator not inconsistent with this Chapter. The County Administrator shall be appointed for an indefinite term. The County Administrator is an at-will employee and may be removed at the pleasure of the Board, consistent with any applicable employment agreement.



**SECTION 1.17.040 BOARD MEMBER INTERACTIONS WITH COUNTY ADMINISTRATOR, EMPLOYEES**

In the exercise of their authority as members of the governing body of the County, and subject to the limits of the Oregon Public Meeting Laws, Board members may individually, or as a group in a public meeting, discuss fully and freely with the County Administrator any matter pertaining to County affairs or the interests of the County. Board members may not direct any County employee in the performance of their duties. Any direction to the Administrator shall be by majority vote of the Board.

**SECTION 1.17.050 QUALIFICATIONS, RESIDENCE, and SALARY**

The County Administrator shall be appointed by the Board of County Commissioners solely on the basis of his or her executive and administrative qualifications and experience and need not be a resident of the County or the State prior to his or her appointment. Within 30 days after the time of his or her appointment the County Administrator shall reside outside the County only by express permission of the Board. He or she shall receive a salary fixed by the Board commensurate with his or her experience and the responsibilities of the office.

**SECTION 1.17.060 POWERS AND DUTIES OF COUNTY ADMINISTRATOR**

(1) The County Administrator shall be responsible to the Board of County Commissioners for the administration and management of the County and shall have control and supervision of all County departments, divisions and offices, subject to his or her jurisdiction, except County Sheriff and District Attorney, and their respective offices and staff, or as otherwise provided by law.

(2) The County Administrator shall be responsible to the Board for the following functions:

(a) Coordinating the activities of all other County Elected Departments, devising ways and means whereby efficiency and economy may be secured in the operation of all offices and departments. County Administrator shall exercise no authority over the actions of elected County officials while they are performing the duties of their offices.

(b) Directing of the activities of all other County Appointed Administrative Departments.

(c) Select, appoint, supervise, discipline or dismiss all County staff and all employees.

(i) Recruitment, appointment, corrective action and dismissal of non-elected Department Directors.

(ii) Preparation and administration of annual Department Director performance evaluations.

(iii) The setting and adjusting of salaries of administrative Department Directors in annual merit adjustments within the ranges approved by the Board.

(iv) Before taking final action on appointment or dismissal of department directors, the Administrator shall advise the Board of the cause and process used in such action.

(v) Adjusting of salaries of employees and non-elected Department Heads in accordance with the Board's performance evaluations and within the salary ranges approved by the Board.

County Administrator has no such power under this subsection over employees in the Sheriff's Office or District Attorney's Office.

(d) Acting as the County Budget Officer responsible for the preparation and recommendation of the annual budget and compensation plan. Administer the provisions of the budget as adopted by the Board.

(e) Preparing and administering a management and employee compensation and benefits plan.

(f) Planning, directing and evaluation of the development of internal management systems and procedures.

(g) Preparing administrative regulations and policies to carry out the efficient operation of the County.

(h) Enforcing ordinances, orders, rules, regulations, procedures and policies adopted by the Board and Manager.

(i) Preparing and submitting an annual report on the status of County operations; and other reports upon request of the Board.

(j) Performing community relations functions, to include internal publications, external communications, media liaison, community organization liaison, advisory committee liaison, citizen assistance, information center, publication coordination and graphics support services, website management.

(k) Preparing and managing Board agenda and performing clerk of the Board meeting functions and providing other staff support for the Board.

(l) Providing intergovernmental relations staff functions for the Board.

(m) Overseeing Economic Development functions.

(n) Executing, enforcing and administering all contracts and grants as per Board Order or Ordinance.

(o) Attending all Board meetings and keep the Board informed of pertinent matters related to the administration and management of the County.

(p) Administering the risk management program for the County and its service districts.

(q) Directing the use, operation, maintenance, control and custody of all County and district property, buildings, works and improvements.

(r) Other duties as assigned by majority vote or Board Order.

### **SECTION 1.17.070 SUB-DELEGATION OF AUTHORITY BY COUNTY ADMINISTRATOR**

The County Administrator may sub-delegate any authority granted by this Chapter to County department heads or other County or district staff, in a manner consistent with the provisions of the

County Code. Notwithstanding such delegation, the County Administrator shall be responsible for execution of all matters delegated.

**SECTION 1.17.080 TEMPORARY ABSENCES OR DISABILITY**

The County Administrator may designate an administrative officer of the County to exercise and perform his or her powers and duties conferred by the Chapter during his or her temporary absence or disability, until further order of the Board.

**SECTION 1.17.090 PERMANENT VACANCY; ACTING COUNTY ADMINISTRATOR**

When a permanent vacancy occurs in the Office of County Administrator, the Board of County Commissioners shall designate an Acting County Administrator until such time as a County Administrator is appointed. The Acting County Administrator shall have all powers and duties conferred by this Chapter on the County Administrator, except the Acting County Administrator shall have no power to terminate an employee except by order of the Board. The Acting County Administrator may not serve for a period of longer than one year.

**SECTION 1.17.100 DECLARATION OF EMERGENCY**

This ordinance being necessary for the preservation of the health, safety, and welfare of the community, an emergency is declared to exist and this ordinance will take effect immediately upon its passage.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

**BOARD OF CURRY COUNTY COMMISSIONERS**

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

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

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

**ATTEST:**

\_\_\_\_\_  
Recording Secretary

First Reading: May 24, 2017  
Second Reading: June 21, 2017  
Effective Date: July 1, 2017  
(Adopted as Emergency)

**APPROVED AS TO FORM:**

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

**CURRY COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM ROUTING SLIP**  
FORM 10-001.1 Rev. 01-13-2017

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

**AGENDA ITEM TITLE:** Commissioner Liaison Discussion & Requested Changes  
**AGENDA DATE<sup>a</sup>:** 5/24/2017 **DEPARTMENT:** Commissioner **TIME NEEDED:** 5 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:** Tom Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 5/17/2017  
**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Department head currently has two Liaison Commissioners. Change to one commissioner and make two other changes to offset the above change.  
<sup>b</sup>Indicate if more than one copy to be signed

**FILES ATTACHED:** (1)  
(2) **SUBMISSION TYPE:** Discussion/Decision

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:** New Business

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

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



**Curry County  
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)

May 24, 2017

John Weber  
C/O Oregon Department of Fish and Wildlife (ODFW)  
PO Box 642  
Gold Beach, Or 97444

Dear Mr. Weber:

It is with appreciation the Curry County Board of Commissioners would like to again go on record as supporters of the *Salmon and Trout Enhancement Program* and the great volunteer work of the Curry Anadromous Fishermen (CAF).

Our Commissioners are aware of the economic and educational benefits that the work of CAF brings to our County. With your support, their success in raising fish to the smolt stage, monitoring, and the development and feeding of the fish has become a Great Oregon Tradition. The value to our schools is critical to the success of the continuation for a healthy Rogue River Fishery.

Meanwhile, if you ever want or need to make a presentation to the Curry County Board of Commissioners (BOC), please contact [BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us) or 541-247-3296. Our meetings are broadcast multiple times on channel 182, local cable, in all (3) communities. An ODFW presentation could be a good tool in letting people know your work, volunteer efforts, and related critical Fish Issues we face.

Please allow us to assist you in any way possible.

Thank You,

Sincerely,

Commissioner Thomas Huxley  
Chair

Commissioner Sue Gold  
Vice Chair

Commissioner Court Boice

**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:**

April 2017 Community Development Department monthly activity report.

**AGENDA DATE<sup>a</sup>:** 05.24.2017 **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)Monthly report, April 2017

(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:** (Select)

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

(If Yes, brief detail)

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

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



## Community Development Department April 2017 Activity Report

**Building Permits:** 26 Permits issued

**Planning Permits:**

- 4 Land Use Compatibility Statements
- 1 new address

**Phone/counter:** 300 calls/visits

**Building Inspections:** 98

- 8 Planning Clearance reviews
- 1 property line adjustment

**April Permit Revenue - \$32,595.37**

### Administration

- Preparation of March 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. Meeting with Court administrator staff, County Counsel and Building Official.
- Interface with Gold Beach Planner on planning permits
- Ongoing communication with Building Official regarding operations and overall management. He started work on April 2.
- Located accommodations for summer intern and arrangements with Rogue Watershed Council and city of Gold Beach. He will undertake work for these agencies and the County.
- Meeting with County Accountant on budget, assistance on FY 2017/2018 budget.
- Preparation and presentation of staff report to BOC regarding Economic Development work tasks under consideration for FY2017/2018.

### Economic Development

- Two meetings with John Hitt, Interim SCDC Executive Director to review potential tasks for renewed agreement with Curry County.
- Submitted necessary paperwork to join Travel Oregon.
- Interface with DMI regarding revisions to the Travel Curry Coast Website.
- See SCDC monthly report, **ATTACHMENT**.
- Hours of time and work preparing for the Floras Lake Forestlands workshop. Included meetings with high school facilitators and others, material preparation and advertising.

### Development Projects

- Ongoing interface with contract and regular staff regarding development applications, including a 23 lot residential subdivision in the Harbor area.

### Long Range Planning

- Zoning Ordinance amendments – continued preparation of draft residential zone sections for the update.

## ATTACHMENT

### The South Coast Development Council, Inc.

50 Central Ave., Suite A | Coos Bay, OR 97420 | 541-266-9753 | www.scdcinc.org

---

Carolyn Johnson  
Director of Community Development and Planning  
Curry County Annex  
94235 Moore Street, Suite 122  
Gold Beach, OR 97444



RE: SCDC Curry County Report

The South Coast Development Council, Inc. was awarded a service contract to conduct economic development activities within Curry County in August 2016. SCDC has spent roughly 16-20 hours a month in Curry County working on related ED projects, holding office hours, and meeting with local businesses and organizations. Some of the projects that are ongoing are as follows;

- SCDC is working diligently with realtors and other stakeholders regarding both County and privately owned lands to compile an interactive database with saleable and leasable commercial/industrial properties. Some of these properties have also been listed on both the SCDC website and Business Oregon's "Oregon Prospector."
- SCDC is working diligently in food system and value chain development. SCDC met with local cranberry producers to help with exporting guidance to Asian markets. The SCDC has also been collaborating fully with the Southwestern Oregon Food System Collaborative(SWOFSC) in support of seafood value chain development in Port Orford, Gold Beach, and Brookings. This collaboration has evolved into the South Coast Food Council(SCFC), and will begin to shift its focus to cranberries and agriculture as well as fisheries.
- SCDC is conducting business retention and expansion visits with small and traded sector businesses within the County. During these BRE visits the SCDC became aware of many issues these companies face such as securing a qualified workforce and finding housing for new employees coming to the region. SCDC has partnered with the Southern Oregon Workforce Investment Board(SOWIB) and the Southwestern Oregon Community College(SOCC) to help find a regional solution. SCDC believes this collaboration will help focus potential programs for student and workforce development.
- SCDC is continuing to focus on community outreach in Curry County. The SCDC has participated in several speaking events with stakeholders throughout the County. One such event was held in conjunction with Wild Rivers Connect and another with the Wild Rivers Coast Alliance(WRCA). The SCDC will continue to reach out to these and other organizations within the County to ensure we are collaborating and working together to accomplish regional goals.
- SCDC is also focusing on downtown and tourism development in Curry County. This process will involve regional stakeholders to create an "Oregon South Coast Tourism Initiative" to help market our region and to develop tourism based businesses and services such as a film office or commission. The SCDC is also actively engaging the three major cities within the County to help with downtown association development and projects as well as potential opportunities to create/expand urban renewal agencies and Main Street districts.

The South Coast Development Council is focused and excited to continue its collaboration with Curry County on economic development. The SCDC is focused on long-term sustainable economic development and understands that "a rising tide lifts all boats." If any questions arise please do not hesitate to contact the South Coast Development Council. We look forward to our continued collaboration and support of regional economic development.

Sincerely,  
Shaun Gibbs

\*\*\* Sponsor Investors \*\*\*

Bandon Dunes Golf Resort \* Bay Area Hospital \* City of Coos Bay \* City of North Bend \* Coos County \* Coquille Economic Development Corp. 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 April, 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:** May 2, 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:** Letter

(1) 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:** (Select)

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner 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

**CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT**  
**FOR APRIL, 2017**

**County Surveyor Activities:**

April was a month of preparation for the new web page, the new GIS and planning for next year's fiscal budget. We had the usual customer service questions relating to property issues, records available for the public, available maps and other miscellaneous inquiries. Other activities involved:

- Preparation of 2017-2018 fee schedule changes. We will be proposing a \$3.00 charge to print maps, \$200 annual charge for frequent users, and a reduction in charge to scan & email documents from \$40 to \$10 per file. Hopefully, with the new website, people will be able to go on line and pay for various services and we can immediately fulfill their request.
- 7 Maps of Survey were reviewed and suggestions/corrections sent to the preparing land surveyor for their consideration prior to filing the Mylar map. Many mistakes and items needed by the ORS are being found. Each map seems to take between 1 and 2 hours to check.
- 1 Partition Plat was reviewed.
- One problem with a map not being filed is continuing to be dealt with. A deed was somehow recorded, but no Partition Plat was completed as required by Oregon Law.
- 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.
- It is anticipated that some money budgeted from the Cornerstone Fund will be returned to the Fund since it (hopefully) will not be needed for operations.
- Reily paid (his pocket) & signed up for a course to become a Certified Federal Surveyor. This is a program sponsored by the BLM and the National Society of Land Surveyors that takes about 400 hours of on-line study and passing a 6 ½ hour exam. Basically, it will improve skills in dealing with the Public Land Survey System.

Barbara Colton has continued to do the majority of the miscellaneous work in the office, such as meeting & helping the public, taking care of bills, deposits, reports, daily file updates, etc.

Additional activities this month included:

- Entered the coordinates for the new Corner Records recorded into Excel for the New GIS and sent to Lane County for inclusion.
- Creating a DVD of newer Maps of Survey not on our (old) Website and other miscellaneous pertinent maps for the Surveyors working in our area.
- Continued Corner Record research on the old BLM maps.
- Compiled 2 binders listing the Geographic Coordinates (State Plane Coordinates) for all Public Land Survey System Corners in Curry County.

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

- 2 Property Boundary Surveys were done in the north part of Curry County.
- 1 Property Boundary Survey was done near Gold Beach.

1 Property Boundary Survey was done near Brookings.

**Deposits for April:** = \$760.00

Reily Smith worked 41 hours in April.

Barbara Colton worked 60 hours in April.

Respectfully submitted,

Reily Smith  
County Surveyor

**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:** Executive Session ORS 192.660(2)(d) Labor Negotiations

**AGENDA DATE<sup>a</sup>:** 05/24/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 20min

<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:** JHuttI**PHONE/EXT:** 3218 **TODAY’S DATE:** 05/17/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Confidential update by labor lawyer re SEIU negotiations

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

(1)None

(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:** Executive Session

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

(If Yes, brief detail) No decisions made in exec session; any decision direction in public meeting

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Thomas Huxley Yes  No

Commissioner Sue Gold Yes  No

Commissioner Court Boice Yes  No

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

**CURRY COUNTY 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:** Executive Session ORS 192.660(2)(e) Real Property Transactions

**AGENDA DATE<sup>a</sup>:** 05/24/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 20min

<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:** 3218 **TODAY'S DATE:** 05/17/2017

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Confidential deliberations with Board re Brookings Airport.

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

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

(1)None. Information to be presented in Executive Session; Board will decide to make public.

(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:**

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Comment:

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Comment:

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**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Executive Session

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**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

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