



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, July 5, 2017 – 10:00 A.M.

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

www.co.curry.or.us

AGENDA

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

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS (5 min)

- A. Old Business Retain Prothman to Recruit County Accountant (10 min)
- B. Executive Session ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations
- C. Administrative Actions Title III SRS Public Notice -- Request for Project Applications (5 min)

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS (5 min)

- A. July 19, 2017 Board of Commissioners' Meeting at 10AM – Commissioners' Hearing Room

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

6. CONSENT CALENDAR

- A. Agreement - Curry County Sheriff's Dept. and Teamsters Local Union No. 223 (10 min)
- B. Order Correcting Scrivener's Error in Order No. 20416 (5 min)
- C. Coos County Patrol & Probation Intergovernmental Agreement (IGA) (10 min)

7. ADMINISTRATIVE ACTIONS/ACTIONS/APPOINTMENTS

- A. Subscription Agreement for Bargaining Unit from Oregon Teamster Employers Trust (OTET) (5 min)
- B. Subscription Agreement for Non-Represented Employees from OTET (5 min)
- C. Second Reading Ordinance Adopting the revision of the Road Standards (Curry County Code Article 3 – Roads) (5 min)

8. PRESENTATIONS

None

9. PROCLAMATIONS/RESOLUTIONS/LEGISLATIVE ACTIONS

None

10. NEW BUSINESS

- A. Recruit and Hire an Interim County Administrator (10 min)

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.

- B. Adoption of an Existing Position Description - Emergency Management Coordinator (5 min)

11. OLD BUSINESS

None

12. COMMISSIONER UPDATES/LIAISON & DEPARTMENT ACTIVITY REPORTS

- A. July 12, 2017 Board of Commissioners' Workshop at 10AM – Commissioners' Hearing Room
- B. July 26, 2017 Board of Commissioner's Workshop at 10AM – Commissioners' Hearing Room

13. ADJOURN

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Retain Prothman to Recruit County Accountant**AGENDA DATE^a:** July 5, 2017 **DEPARTMENT:** Finance **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Huxley **PHONE/EXT:** 3296 **TODAY'S DATE:** 06/30/17**BRIEF BACKGROUND OR NOTE^b:** Based on new informaiton since the June 28, 2017, Board of Commissioners' meeting, continuing disucssion to retain Prothman for limited recruitment services not to exceed \$7500 to fill County Accountant position.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Prothman Limited Recruitment Materials on file

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

(If Yes, brief detail) Contract with professional firm for limited recruitment of County Accountant

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 ☐

Sourcing Only

Position Profile Development

We will create a position profile. This document will be posted on our website. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and education required
 - Ideal personality traits and work habits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
 - Overview of the region
 - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Recruitment and Advertising Strategy (*Locating Qualified Candidates*)

We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed regionally and nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochure** sent directly to hundreds of highly qualified candidates who are not actively searching for a new position.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

Prothman Online Application Collection and Screening

We will post your position on the Prothman website and candidates will use our software to complete the applications. We will forward the applications, resumes, and supplemental questions of all candidates to you electronically. Upon receiving notification from you, we will also send "regrets" to the candidates who do not move forward in your process.

Warranty

If a candidate is not chosen from the first pool of applicants, we will repeat the process as many times as it takes with no professional fee, the only cost to you will be the cost for the expenses.

Fee & Expenses

The fee for a Finance Officer sourcing only recruitment is \$4,500. The client will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include:

- Newspaper, trade journal, websites and other advertising (approx. \$1,200 - 1,400)
- Direct mail announcements targeted to OR gov't agencies (approx. \$1,400 - 1,600)
- Any client-required licenses, fees or taxes

A 3% charge will be added to all expenses which reflect City of Issaquah and State B&O tax obligations that we pay for every dollar we invoice, including expenses. The professional fee is billed at the beginning of the recruitment. Expenses are billed monthly.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Executive Session 192.660(2)(d) labor negotiations**AGENDA DATE^a:** 07/05/2017 **DEPARTMENT:** BOC/HR/Legal **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** JHutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 06/29/2017**BRIEF BACKGROUND OR NOTE^b:** Discuss status of SEIU labor negotiations^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(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) ORS 192.660(2)(d)

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**AGENDA ITEM TITLE:** Title III SRS Public Notice -- Request for Project Applications**AGENDA DATE^a:** 7-05-17 **DEPARTMENT:** **TIME NEEDED:** 5 minutes^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Court Boice **PHONE/EXT:** 3229 **TODAY'S DATE:** 6-30-17**BRIEF BACKGROUND OR NOTE^b:** The Curry County Board of Commissioners Office is seeking applications for projects pursuant to Title III of the Secure Rural Schools and Community Self Determination Act. Eligible projects must be submitted by July 16, 2017.

Authorized uses of Title III funds may be found by searching the Secure Rural Schools and Community Self Determination Act, 114-10 Title III Sec.302.

Applications are available at the Curry County Courthouse, Board of Commissioners Office, 94235 Moore Street, Gold Beach, OR 97444. or email BOC_Office@co.curry.or.us^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Discussion/Decision**

(1) Yes

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)2. Does this agenda item impact any other County department? Yes ☐ No ☒
(If Yes, brief detail)3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☒
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒
Comment:3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE: Administrative Actions****LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner 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 ☐

PL 114-10 Title III Project Submission Form

Name of Project:

Date Project Submission Form to be Returned to Curry County Board of Commissioners

Date Project Submitted:

Project Sponsor:

Sponsor's Address:

Contact Person:

Phone:

Fax:

E-Mail:

Project Is Authorized Under The Following Category: (see Sec. 302(a))

- ☐ **Activities under the Firewise Community Program**
- ☐ **Reimbursement for Search, Rescue, Firefighting or Other Emergency Services on Federal land**
- ☐ **Develop Community Wildfire Protection Plan**

Project Location:

Other Identifiers: (geographic location, road name or number, stream name)

Project Description:

***include work windows or other limitations / restrictions / public or private land**

Project Goals and Objectives:

Is There An Opportunity To Tie To An Associated Title II Project? Explain:

Proposed Method Of Accomplishment:

[] Contract [] Volunteers [] Agency (FS/BLM) Employees [] County

[] County Corrections (adult / juvenile) [] Non-Profit

Current Status of Project Preparation:

Contact Person(s) For Project Specific Documentation:

Telephone Number(s) For Contact(s)

How Does The Project Benefit The Community? .

How Does The Project Improve Cooperative Relationships Among People That Use Federal Lands And Federal Management Agency?

Duration of the Project:

Anticipated Cost of Project (itemize):

TOTAL COST ESTIMATE:

Estimated Start Date of Project:

Estimated Completion Date of Project:

Is this A Multi-Year Funding Request? [☐] Yes [☐] No (if yes, display by fiscal year)

Identify Source(s) Of Other Funding For Project:

Project Accomplishments / Expected Outcomes:

How Is Project In The Public Interest?

Will Project Create a Product or Benefit to the Federal Resource?

Monitoring And Reporting Plan to Measure Outcome (what measure or evaluation will be made to determine how well the proposed project meets the desired objectives):

Submitted To CURRY County By:

Address:

Telephone:

Date:

Title III Project Certification Report

Date notice of proposed project was published:_____

Date Project description was mailed to RACs with area jurisdiction: _____

Date 45-day public comment period closed: _____

Date project approved by county: _____

Amount spent on project during the calendar year:

2009 \$_____; 2010 \$_____; 2011 \$_____; 2012 \$_____

2013 \$_____; 2014 \$_____; 2015 \$_____; 2016 \$_____

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

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

AGENDA ITEM TITLE: Agreement - Curry County Sheriff's Dept. and Teamsters Local Union No. 223

AGENDA DATE^a: 7/5/17 **DEPARTMENT:** Personnel **TIME NEEDED:** 10min.

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

CONTACT PERSON: Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/27/17

BRIEF BACKGROUND OR NOTE^b: One Year Agreement between Sheriff's Dept. and Teamsters, Effective July 1, 2017 through June 30, 2018. This was previously on the agenda for 5/24/17 and was continued to get some language corrected. This is now bringing back to the BOC for approval.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)Agreement
- (2)Previous AGRS

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) Sheriff's Office
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:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐
Comment:
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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 McDonald, Patrol Deputy
Jim Turner, Corrections Deputy
Randy Ullom, Communications Deputy

County Negotiating Team

Mark Wolf, Local Government Law Group, Chief Negotiator
John Huttl, 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 1st 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 six (6) consecutive 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 I 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.

18.9 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.

18.10 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 15th 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 7th and 22nd 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:

Clayton Banry, Secretary-Treasurer

CURRY COUNTY:

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.

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

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:

Court Date: _____

Employee Signature	_____	Date	_____
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CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Order Correcting Scrivener's Error in Order No. 20416**AGENDA DATE^a:** 07-05-17 **DEPARTMENT:** Comm **TIME NEEDED:** 5 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 06-23-17**BRIEF BACKGROUND OR NOTE^b:** Order No.20416 has a scrivener's error in the pay range - was filed TBD but was in fact changed in the 6-7-17 Board Meeting to reflect Range of E-19^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order Correcting Scrivener's Error

(2)Order No. 20416

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

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

(If Yes, brief detail)

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 ☐

In the Matter of an Order)
 Correcting a Scrivener's)
 Error in Order No. 20416) ORDER NO. _____
 Adopting a Position Description)

Court Boice, Commissioner

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

**IN THE MATTER OF ADOPTING A
POSITION DESCRIPTION FOR A
NEW POSITION**

ORDER 20416

WHEREAS, it is the recommendation of Curry County Board of Commissioners that the attached position description be adopted for the following position:

County Administrator
Position Title

TBD
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

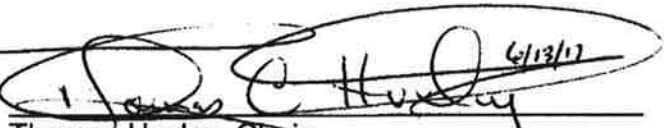
NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of July 1, 2017.


Dated this 7th day of June 2017.


CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:


John Hutt
Curry County Legal Counsel


Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: County Administrator

EXEMPT: Yes
SALARY LEVEL: E-19
SUPERVISOR: Board of Commissioners
PREPARED BY:

July 2017

POSITION SUMMARY:

The County Administrator is the Chief Administrative Officer of Curry County and is responsible to the Board of Commissioners. The County Administrator executes all management and administrative tasks of the Board of Commissioners and shall have control and supervision of all County administrative departments, divisions and offices except the County Sheriff, District Attorney, and their respective offices and staff, and County Counsel, or as otherwise provided by law.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Comprehensive Administration

- 1) Formulates, implements and enforces ordinances, orders, rules, regulations, procedures and policies adopted by the Board and County Administrator.

Service to the Board of Commissioners

- 2) Attends all Board meetings and keeps the Board informed of pertinent matters related to the administration and management of the County.
- 3) Prepares short and long term plans, an annual report and any other report requested by the Board related to County operations.
- 4) Prepares and manages Board agenda and Board meeting functions and provides other staff support for the Board.
- 5) Provides intergovernmental relations staff functions for the Board.
- 6) Other duties as assigned by majority vote or Board Order.

JOB DESCRIPTION
JOB TITLE: County Administrator - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

Administration of County Departments

- 7) Coordinates 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. However, the County Administrator shall exercise no authority over the actions of elected County officials.
- 8) Plans, directs and evaluates and modifies as needed internal management systems and procedures.
- 9) Prepares administrative regulations and policies to carry out the efficient operation of the County.

Personnel Management

- 10) Directs the activities of all County Appointed Administrative Departments. Selects, appoints, supervises, disciplines or dismisses County staff. However, the County Administrator has no such power over Sheriff, District Attorney, and their respective offices and staff, or County Counsel, or an elected County officer. These personnel duties include:
 - (i) Recruitment, appointment, corrective action and dismissal of non-elected Department Directors. 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.
 - (ii) Preparation and administration of annual Department Director performance evaluations.
 - (iii) Setting and adjusting salaries of administrative Department Directors in annual merit adjustments within the ranges approved by the Board.
 - (iv) Acting as the County Personnel Officer, directs and manages employee relations and labor relations matters.

Finance Management

- 11) Acts as the County Budget Officer responsible for the preparation and recommendation of the annual budget and compensation plan.
- 12) Administers the budget as adopted by the Board.
- 13) Oversees the management of the County Budget.

JOB DESCRIPTION
JOB TITLE: County Administrator - Page 3

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

- 14) Prepares and administers the management and employee compensation and benefits plan.

Community Liaison

- 15) Performs community relations functions that includes internal publications, external communications, media liaison, community organization liaison, advisory committee liaison, citizen assistance, information center, publication coordination and graphics support services, website management.

Management of Specialized Functions

- 16) Economic Development - Oversees County economic development functions.
- 17) Contracts and Grants – Executes and administers all contracts and grants as per Board Order or Ordinance.
- 18) Risk Management - Administers the risk management program for the County.
- 19) Property Management - Directs the use, operation, maintenance, control and custody of all County and district property, buildings, works and improvements.

QUALIFICATION REQUIREMENTS

Considerable Knowledge and skill in:

- Principles, methods and techniques of public policy and decision making.
- Budget preparation and administration.
- Personnel Management.
- Collaborative and participatory individual and group management techniques.
- Government funding sources and financing methodology and management.
- Labor relations and collective bargaining procedures and practices.
- Mediation, negotiation and public relations.
- Contract preparation and management.
- Succinct but thorough verbal and written communication.
- Supervising, training and evaluating staff.
- Computers and software applications.

Ability to:

- Speak comfortably in public and address complex topics in an understandable and efficient manner.

JOB DESCRIPTION
JOB TITLE: County Administrator - Page 4

Ability to: (cont.)

- Function professionally, promptly and with good judgment under pressure or in confrontational situations.
- Establish and maintain positive and effective relationships with elected officials, subordinates, other agencies, the public consultants, businesses, the public and the media.
- Maintain confidentiality
- Think and develop creative solutions within the context of County regulations and procedures.

REQUIRED EDUCATION AND/OR EXPERIENCE:

Bachelor's degree in Economics, Business Administration, Public Administration or relevant field from an accredited college or university; a Master's degree is preferred. A minimum of ten years of progressively responsible experience in public or business administration or management is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Visual/hearing ability sufficient to comprehend written/verbal communications; ordinary ambulatory ability to move to various locations; hand-arm-arm- coordination to operate a computer keyboard; ability to lift up to 30 pound occasionally.

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

WORK ENVIRONMENT:

Work is performed in an office environment.

Work is generally sedentary and requires hearing voice conversation and keyboarding.

Overnight travel may be required.

Must be able to drive sometimes at night and in adverse weather conditions.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Coos County P&P IGA**AGENDA DATE^a:** 07/05/17 **DEPARTMENT:** Sheriff **TIME NEEDED:** 10 min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Sheriff Ward **PHONE/EXT:** 3221 **TODAY'S DATE:** 6/27/17**BRIEF BACKGROUND OR NOTE^b:** Coos County Parole and Probation would like to secure an IGA with Curry County to lodge P&P offenders in the Curry County Jail. The agreement will allow Coos County P&P to lodge a minimum of 3 offenders and not to exceed 5 offenders in the Curry County Jail. The agreement will be valid from July 5th, 2017 through June 30th, 2018. The bed rate agreed upon is the state rate of \$99.37 per bed per day.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Coos County P&P IGA

(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 Send signed originals to Sheriff's office to forward to Coos County, once Coos County signs the agreement, it will need to be recorded with County Clerk.

Phone:

Due date to send: 7 / 5 / 2017

Email:

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** (Select)**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner 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 ALLOWING THE COOS COUNTY COMMUNITY
CORRECTIONS TO HOUSE INMATES AT THE CURRY COUNTY JAIL**

This Agreement is made and entered into as of the last date of signature of the parties hereto, by and between the Coos County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, (hereafter “Coos County”), and the Curry County, a political subdivision of the State of Oregon, acting by and through its Sheriff and Board of Commissioners, (hereafter “Curry County”) which entities are collectively referred to as the parties.

RECITALS

WHEREAS, Curry County operates and maintains a jail (hereafter “Jail”) in Curry County, Oregon, in accordance with Oregon law, which jail is managed and overseen by the current Curry County Jail Commander or Sheriff’s Designee; and

WHEREAS, Coos County desires to contract with Curry County for permission of Coos County Community Corrections to house prisoners within the Jail; and

WHEREAS, Curry County is willing to permit Coos County to house Coos County Community Corrections’ prisoners (hereafter “Prisoners”) within the Jail, subject to the terms and conditions herein; and

WHEREAS, the parties each have the statutory authority to maintain a jail for housing prisoners pursuant to Oregon Revised Statute 169.030, and the Governing Authority of Curry County has the authority to determine whether or not to allow the Jail to house inmates from other jurisdictions; and

WHEREAS, Coos County’s jail is currently unable to sufficiently house Prisoners and desires to house Prisoners at the Jail, and Curry County desires to accommodate Coos County’s needs to a reasonable degree by housing certain inmates of Coos County Community Corrections; and

WHEREAS, the parties hereto believe that their efforts may best be accomplished by a formal agreement pursuant to the authority of Oregon Revised Statute 190.010; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, Coos County and Curry County do hereby agree and contract as follows:

1. Definitions:

a. *Bed Day*: is defined as that period commencing at 00:00 hours and ending at 23:59 hours that same day, or any fractional part thereof, for any day which a Coos County Community Corrections' prisoner is in the custody or control of the Jail.

b. *Booking*: the administrative step taken after an arrested person is initially brought to the Jail which includes, but is not limited to, entry in the Jail's records of the person's name, the offense for which the prisoner is incarcerated, and other relevant facts such as photographing, fingerprinting and the like leading up to being housed.

c. *Coos County Community Corrections' Prisoner (Prisoner)*: a person sentenced by a Court, Board of Parole, or Supervisory Authority to serve a period of incarceration within the Coos County jail.

e. *Jail*: the Curry County jail as operated and maintained by Curry County, and overseen and managed by the current Curry County Jail Commander, which is located in Curry County, Oregon, and any additions thereto or additional facilities subsequently constructed by Curry County for the purposes of housing criminal detainees and prisoners.

2. Term: this Agreement will come into force upon its execution by the parties hereto and shall continue through and until June 30, 2018 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods until terminated, by one of the parties hereto, in accordance with the terms of this Agreement. The automatic renewal provision is a continuing one and will apply at the expiration of the Initial Term and the expiration of each subsequent renewal term.

3. Charges and costs: Coos County agrees to pay to the Curry County the following:

a. The sum of \$99.37 per Bed Day, per Prisoner.

b. Coos County will be charged for three (3) Bed Days for every calendar day, during the term hereof regardless if all three (3) beds are actively being used by Coos County Community Corrections' prisoners.

c. With a thirty (30) day written notice from Coos County, up to two (2) additional Bed Days may be added to all terms of this Agreement, to be billed as used.

4. Payment Procedures: Payment will be made by the 15th of the month following the end of each fiscal quarter (October 15th, January 15th, April 15th, July 15th).

5. Booking and Housing: Curry County will receive, hold and house any Prisoners who are transported by Coos County Community Corrections to the Jail as follows:

a. Curry County will, within a reasonable time, provide Booking services and, after Booking, it will assume the care, feeding and medical treatment needed by said Prisoners, while housed in the Jail, in accordance with the terms and conditions of this Agreement.

b. Curry County will, in a timely fashion, initiate the Booking process of any Prisoner who presents no obvious health issues. Coos County agrees that if a Prisoner is presented to the Jail with a serious emergency medical problem, requiring physician or hospital examination and treatment, a determination the prisoner is a security risk, threat to the health, safety and welfare of Jail staff or other inmates and detainees of the Jail, or for whom proper accommodations are not available, the Jail may reject the Prisoner for Booking or Housing purposes. In such circumstances, Coos County Community Corrections will transport the Prisoner to the appropriate facilities for such medical examination and care, as is necessary, as soon as possible.

c. Transportation of all Prisoners to and from any court, or other locations which Coos County Community Corrections desires to transport the Prisoner, or pursuant to a Court Order, except for transportation for medical care once Prisoner is housed in the Jail, shall be the responsibility of Coos County Community Corrections. Curry County will be responsible for transportation of prisoners for medical care after the person has been accepted into the Jail through the Booking process and is housed in the Jail.

d. When a decision has been made by either party to cause the release of a Prisoner, the party will notify the other of that decision by telephone and facsimile, and Coos County will forthwith arrange the transportation of the Prisoner from the Jail back to Coos County. Coos County will be responsible for making sure that a Prisoner is released and picked up in a timely manner to avoid any possibility that the said Prisoner is being held beyond the end of the Prisoner's sentence.

e. Curry County will be responsible for providing Coos County a monthly statement that shall provide information in alphabetical order as follows: name of prisoner, booking date and hour, and release date and hour.

6. Medical Care:

a. Curry County will furnish all appropriate and necessary medical care and treatment needed by said Prisoner housed in the Jail in the same manner Curry County furnishes medical care and treatment to prisoners other than Coos County Community Corrections' Prisoners. In the event a Prisoner has a serious emergency medical problem, requiring physician or hospital examination and treatment, Curry County will notify Coos County and Coos County shall be responsible for accepting return of custody of the Prisoner within a reasonable time and providing transportation to an appropriate facility as determined by Coos County.

7. Availability: Coos County will have a total of three (3) beds usable for Prisoners (unless provisions for a fourth or fifth bed have been arranged pursuant to paragraph 3c of this Agreement, and in that case a total of four (4) or five (5) beds).

8. Notice of Transport: Coos County Community Corrections shall provide to the Jail not less than 1 hour advance notice of its intention to transport a Prisoner to the Jail for housing. Such notice shall include a list of all Prisoners which County is requesting to be housed, along with any documentation requested by the Jail such as, but not limited to, booking information, jail logs, criminal history, health information, history of misconduct and the like.

9. Right to Refuse or Remove:

a. The Curry County Jail Commander (Sgt. Joel Hensley), retains the right, at their sole will and pleasure, to refuse to accept any Coos County Community Corrections' Prisoner. Such refusal may be based upon, but not limited to, a determination the prisoner is a security risk, threat to the health, safety and welfare of Jail staff or other inmates and detainees of the Jail, has a serious emergency medical problem, requiring physician or hospital examination and treatment, or for whom proper accommodations are not available.

b. The Curry County Jail Commander (Sgt. Joel Hensley), retains the right, at their sole will and pleasure, to remove any Coos County Community Corrections' Prisoner from the Jail and cause the return of him/her to the custody of County. Such removal may be based upon, but not limited to, a determination the prisoner is a security risk, threat to the health, safety and welfare of Jail staff or other inmates and detainees of the Jail, has a serious emergency medical problem, requiring physician or hospital examination and treatment, or for whom proper accommodations are not available.

10. Miscellaneous Provisions:

a. Coos County shall not be obliged to Curry County for any cost incurred for the housing and care of inmates of the Jail except as herein provided.

b. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the parties hereto.

c. Each party agrees that it shall maintain, for the duration of this Agreement, policies of public liability insurance covering their operations and the actions of their employees, with bodily injury limits of an amount not less than the limits of liabilities set forth by the Oregon Tort Claims Act for public entities. The parties may fulfill the obligations of this provision by programs of self insurance equivalent to the statutory caps set forth by the Oregon Tort Claims Act.

d. This Agreement shall be governed by the laws of the State of Oregon, regardless of the venue or jurisdiction where issues, suits or actions hereunder may otherwise be brought or heard.

e. Except as otherwise specifically provided in this Agreement, neither Coos County nor Curry County shall assign this Agreement, nor transfer any of the rights herein, without the prior written agreement of the other party.

f. There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

g. The headings of Sections and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

h. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

i. In case any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.

j. No oral order, agreement, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained herein, and none of the provisions herein shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

k. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

l. Curry County will make all reasonable accommodations in order to comply with all applicable provisions of the Americans with Disabilities Act, and all applicable Federal and State regulations regarding the housing and care of inmates at all times during the terms of this Agreement.

11. Administration:

a. The methods of termination of this Agreement are:

i. In the event of a material breach or default by either party, which

remains uncured following thirty (30) calendar days written notice (written Breach) describing such breach or default in reasonable detail, the non-defaulting party shall, if it so elects, have the right to terminate the Agreement following said Notice of Breach upon giving the defaulting party notice of intention to terminate (Termination Notice) the Agreement. All rights of the defaulting party there under, upon the effective date of such termination specified in Termination Notice (which shall not be less than ten (10) calendar days after the giving of such Termination Notice) the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

ii. In addition to paragraph “i” above, either party may unilaterally terminate this Agreement for such parties own convenience, and at such parties sole discretion, without being in default hereof, upon providing ninety (90) calendar days prior written notice to the other party.

iii. Notwithstanding any other provision of this Agreement, if funds necessary for the continued fulfillment of this Agreement by either party are at any time insufficient, or not forthcoming through failure of any entity to appropriate funds, or otherwise, the party without funding shall have the right to terminate this Agreement without penalty, liability, cost or expense by giving not less than thirty (30) calendar days’ prior written notice documenting the lack of funding. In such instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received, or funding was available, or ninety (90) calendar days after such notice has been delivered to the other, whichever is sooner.

Notwithstanding the foregoing, Coos County shall remain liable for payment of all costs pursuant to this agreement, through and until the date of termination provided for by this paragraph.

b. Amendments: Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by the governing body of each party, with such approval signed by each parties authorized representative.

c. Administration: This project will be administered through the Coos County Community Corrections in cooperation with the Curry County Jail Commander (Sgt. Joel Hensley).

Witness to the signatures of the parties hereto after first being approved by the respective governing authorities this the ____ day of _____, 2017.

CURRY COUNTY SHERIFF

By: _____
John Ward, Sheriff

BOARD OF COMMISSIONERS OF,
CURRY COUNTY, OREGON

By: _____
Tom Huxley, Chair

By: _____
Sue Gold, Commissioner

By: _____
Court Boice, Commissioner

Curry County Courthouse
Gold Beach, OR 97444

APPROVED AS TO FORM:

County Counsel

BOARD OF COMMISSIONERS OF
COOS COUNTY, OREGON

By: _____
Melissa Cribbins, Chair

By: _____
John Sweet, Commissioner

By: _____
Bob Main, Commissioner

Coos County Courthouse
Coquille, OR 97423

APPROVED AS TO FORM:

County Counsel

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Subscription Agreement for Bargaining Unit from OTET**AGENDA DATE^a:** 07/05/17 **DEPARTMENT:** Finance/P/R **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/27/17**BRIEF BACKGROUND OR NOTE^b:** This is the agreement for health insurance for the Teamsters bargaining unit. Signature authority to the Chair.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Agreement

(2)

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

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail) Sheriff's bargaining unit employees
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: Julie Swift

☒ Send Printed Copy to:

Address: Personnel

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other Please return 2 originals

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

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

(If Yes, brief detail)

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

SUBSCRIPTION AGREEMENT

(As Revised November 2013)

**The Oregon Teamster Employers Trust Requires All
Participating Employers Be a Party to This Subscription Agreement**

1. Labor Agreement.

EMPLOYER: Curry County (Sheriff's Department) (hereafter Employer)

Please Print

UNION: Teamsters Local Union No. 223 (hereafter, Union) are

Please Print

parties to a collective bargaining agreement (hereafter, Labor Agreement). The Labor Agreement is effective from July 1, 2017, to June 30, 2018.

You must attach a copy of the signed Labor Agreement. The health and welfare provisions are on page 13.

2. Please Identify if Employer is:

☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☒ Governmental Agency ☐ Limited Liability Co. ☐ Other

3. Funding of Any Contribution Increases (check whichever applies).

☒ The Labor Agreement provides a method to cover the cost of any contribution increases during the life of the Labor Agreement.

☐ The Labor Agreement does not provide a method to cover the cost of all contribution increases during the life of the Labor Agreement.

It is understood and agreed that the Board of Trustees reserves the right to increase the contribution rate(s) for the benefit plans it provides. Where the Labor Agreement does not provide sufficient contributions to support the benefit plans elected, the Board of Trustees will cancel the bargaining unit's participation in the Trust unless the bargaining parties agree upon a method for submitting the full required contribution amount for the benefit plan(s) elected.

4. Eligibility Rules. Benefits are only available to eligible participants in accordance with the terms of the benefit plans maintained by the Trust. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust must be reported. The fact that an individual may have other coverage does not relieve the Employer of its obligation to contribute to the Trust on behalf of all eligible Teamster bargaining unit employees.

Please identify eligibility requirements as defined in the collective bargaining agreement:

- (a) Define the minimum number of hours per month required for eligibility: 80 hours
- (b) Define the type of hours that are reported (hours worked; hours compensated; straight time hours, etc.): paid status
- (c) Identify any initial probationary period: Not tied to benefits

(d) Identify any contractually excluded classes of Employees (i.e., seasonal, etc.): Supervisory, confidential employees, temporary (less than 180 days per calendar year), casual employees, part time employees who work less than 25 hours per week. (See Article 1.

5. **Benefit Plan Contributions.** The Labor Agreement provides that the undersigned Employer shall make contributions to the Oregon Teamster Employers Trust for the purpose of providing the bargaining unit employees, and their dependents, with the benefit plan(s) specified below:

SELECTED OTET BENEFIT PLANS	PLAN DESIGNATION	EFFECTIVE DATE	BASED ON HOURS IN MONTH OF
Health & Welfare Plan	JW	July 1, 2017	June, 2017
Health & Welfare Plan			
Dental Plan	D-6	July 1, 2017	June, 2017
Dental Plan			
Vision Plan	V-4	July 1, 2017	June, 2017
Vision Plan			
Retiree Plan 3			
Health Care Reimbursement Arrangement			
Other			

It is understood and agreed that the undersigned Employer shall submit the full monthly contribution rate for each employee each month, regardless of collective bargaining agreement provisions requiring employees to bear a portion of the costs of said contribution.

6. **Contribution Due Date.** Contributions are due on the fifteenth (15th) of the month following the month in which the hours are worked or compensated. Contributions received after that date are considered delinquent. It is acknowledged that coverage is not provided unless contributions are made.
7. **Right to Audit.** All Employers are subject to audit on a regular basis. Employers with employees participating pursuant to this Agreement are subject to the Trust's audit provisions and policies. If unauthorized individuals are reported, the Trustees may recover any improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid, or from the Employer, and may also retain any contributions made on behalf of the ineligible individuals. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made. Interest on unpaid contributions, liquidated damages, audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement may also be recovered. The Employer agrees that in the event OTET incurs any liability or expense (including reasonable attorney fees, auditor fees or claim audit fees in the event of an overpayment refund request) as a result of the Employer's failure to abide by this Agreement, the Employer shall be liable for such incurred liability or expense.
- 7.A. **Mandatory Arbitration of Claims Seeking Recovery of Benefits Paid on Behalf of Improperly Reported Employees and Their Beneficiaries.**

Section 7 of this Agreement provides that if the Employer reports unauthorized individuals, the Trust may recover the improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid or the Employer who reported the unauthorized individual. The Trust pursues such claims if the improperly paid benefits exceed the contributions made on the unauthorized individual's behalf.

This provision provides a forum for hearing and resolving such claims and for the Trust to recover amounts found to have been paid to improperly reported individuals and is effective January 1, 2014 for currently participating groups and is effective immediately for new groups beginning participation in the Trust on or after September 1, 2013.

As a condition of continuing participation in the Trust, the parties hereby agree that any claim to recover benefits paid on behalf of an unauthorized individual as a result of the Employer's reporting shall be handled pursuant to mandatory arbitration. The arbitrator shall be appointed pursuant to the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to determine if the Employer reported an unauthorized individual and, if so, the amount of benefits which were paid to the unauthorized individual or his or her dependents as a result. The arbitrator shall also have the authority to order the Employer to repay the Trust for benefits payments made to unauthorized individuals or their dependents. The statute of limitations will be that for contracts under Oregon law.

Venue for any arbitration shall be in Portland, Oregon. The cost of arbitration shall be split equally between the parties though the arbitrator shall have the authority to order one party to pay the full cost. The parties expressly acknowledge that the arbitrator shall have the authority to award recovery of benefit payments to unauthorized individuals notwithstanding any limitations on judicial remedies that may exist under 29 U.S.C. 1132(a). Any enforcement action shall be pursuant to the Federal Arbitration Act.

8. **Obligation to Maintain Records.** All Employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Records are to be retained for seven years after the contributions are made pursuant to applicable laws. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to meet the applicable eligibility requirements did have sufficient hours in a month to require a contribution.
9. **Continuation Rights.** If an Employer ceases participating in the Trust pursuant to any collective bargaining agreement, any former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws, will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer unless federal law requires to the contrary.
10. **No Transfer of Assets.** If any Employer ceases participation in the Trust, the withdrawing Employer and participants shall have no right or claim to any of the assets of the Trust.
11. **Subscription to Trust Agreement.** In consideration of their acceptance as participants in the Oregon Teamster Employers Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. It is specifically acknowledged that said Trust Agreement contains provisions relating to payroll audits and the collection of delinquent Employer contributions including provisions concerning the imposition of audit costs, liquidated damages, interest, attorneys' fees and court costs.
12. **Acceptance of Trustees.** The undersigned Employer and Union hereby accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees

of the Oregon Teamster Employers Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

13. **Term.** This Subscription Agreement shall be effective during the term of the aforesaid Labor Agreement and during the term of all successive Labor Agreements which require Employer contributions to the Oregon Teamster Employers Trust provided, however, that the undersigned Employer, Union, or the Board of Trustees, may terminate this Subscription Agreement as of the expiration date of the aforesaid Labor Agreement, or at the end of any successive Labor Agreement, by giving sixty (60) days advance notice, in writing, to the other parties.
14. **Small Bargaining Unit Supplement.** If the Employer has three or fewer employees being reported to the Trust, it must complete a Small Bargaining Unit Supplement.

EMPLOYER

Curry County
Name of Employer • Please Print

94235 Moore Street, Suite 311
Street Address • Please Print

Gold Beach OR 97444
City, State, Zip Code • Please Print

By: _____
Signature of Employer Representative Date

By: _____
Employer Representative • Print Name

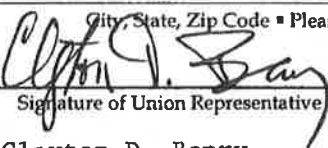
Title of Employer Representative • Please Print

UNION

Teamsters Local Union No. 223
Name of Union • Please Print

1230 NE 106 Avenue
Street Address • Please Print

Portland OR 97220
City, State, Zip Code • Please Print

By:  5/22/2017
Signature of Union Representative Date

By: Clayton D. Banry
Union Representative • Print Name

Secretary-Treasurer
Title of Union Representative • Please Print

APPROVAL OF TRUSTEES

By: _____
Chairman Date

By: _____
Secretary Date

Instructions to Local Unions and Employers:

The Board of Trustees of the Oregon Teamster Employers Trust reserves the right to decline employer contributions unless this Subscription agreement is submitted, correctly filled out, and executed by the contributing employer and union. A duplicate original (or photocopy) of the signed Labor Agreement **MUST BE ATTACHED**. Please keep a copy for your records.

Where an employer association is executing this Subscription Agreement on behalf of several employers, the names and address of the individual employers, and the requested information concerning the form of the employers' businesses should be included on separate attached sheets. Likewise, if a union representative is signing for more than one local union, the names and addresses of the individual local unions should be included on separate sheets. Please keep a copy for your records.

Whenever the employer and the union select benefit plans other than those indicated above in this Subscription Agreement, a new Subscription Agreement must be submitted. Please keep a copy for your records.

Extra copies of benefit plan booklets and extra copies of the Trust Agreement are available from the Trust Administrative Office. The Trust Administrative Office is The William C. Earhart Company, Inc., 3140 N.E. Broadway, Portland, Oregon 97232; phone number 503-460-5212; WATS 1-877-396-4612.

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Subscription Agreement for Non-rep Employees from OTET**AGENDA DATE^a:** 07/05/17 **DEPARTMENT:** Finance/P/R **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/27/17**BRIEF BACKGROUND OR NOTE^b:** This is the agreement for health insurance for the Non-Represented employees. Signature authority to the Chair.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Agreement

(1)Agreement

(2)

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

1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes ☒ No ☐
(If Yes, brief detail) Any eligible non-represented employees
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: Julie Swift

☒ Send Printed Copy to:

Address: Personnel

☐ Email a Digital Copy to:

City/State/Zip:

☒ Other Please return 2 originals

Phone:

Due date to send: / /

Email:

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

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Administrative Actions**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☐
(If Yes, brief detail)**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner 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 TEAMSTER EMPLOYERS TRUST
AGREEMENT FOR PARTICIPATION
OF NON-BARGAINING UNIT EMPLOYEES

Effective January 1, 2014, for Current Participating Non-Bargaining Units and Immediately for New Non-Bargaining Unit Groups Beginning Participation on or After November 1, 2013

Article V.5 of the governing Trust Agreement permits the Board of Trustees, in its discretion, to allow participation of non-bargaining unit employees in the Trust, provided the Employer has at least one collective bargaining agreement with a Teamster Local belonging to Joint Council No. 37 (Teamster Local) requiring contributions to the Oregon Teamster Employers Trust (Trust). This Agreement sets forth the provisions under which these non-bargaining employees may participate in the Trust.

1. Identification of Non-Bargaining Unit Group. Please print information below.

(a) Employer: Curry County

Is this Employer a Governmental Entity (city, county or state)? ☒ Yes ☐ No

(b) Location of employees: 94235 Moore Street, Gold Beach OR

(c) If any classification of non-bargaining unit employees are not covered, identify and explain why: **(PLEASE NOTE ALL NON-BARGAINING UNIT EMPLOYEES WHO MEET THE ELIGIBILITY REQUIREMENTS MUST BE REPORTED UNLESS THE TRUST HAS AGREED IN WRITING TO THEIR EXCLUSION.)**

Employees working less than 25 hours per week as well as temporary and casual employees, irregular employees as defined in Personnel Rules.

(d) Is this non-bargaining unit currently participating in the Trust? ☒ Yes ☐ No

If not, specify month coverage is to become effective: _____.
The participation of a new non-bargaining unit group will not be effective until approved by the Board of Trustees.

Please state the Eligibility Rules which will be followed. These must be the same as for the bargaining unit employees identified in paragraph 2.

Hours per month which must be worked/compensated: 80/paid status

Identify any initial probationary period: Not tied to benefits

Other: _____

2. Identification of Teamster Collective Bargaining Agreement That Will Govern Terms of Participation and Benefits Provided.

The benefit plans provided and the eligibility requirements applicable to the non-bargaining unit employees must be identical to those provided for in a collective bargaining agreement between the Employer and a Teamster Local. The Employer agrees that the same benefit plans and the same eligibility requirements established in the following Teamster bargaining agreement shall apply:

Please print information below.

Teamster Local and Bargaining Unit: Local 223/Curry County Sheriff's Dept.

Effective Dates of Collective Bargaining Agreement: 7/1/2017 to 6/30/2018

Benefit Plans Provided: JW, D-6, V-4

Eligibility Requirements:

(a) Hours per month which must be worked/compensated: 80/paid status

(b) Identify any initial probationary period: Not tied to benefits

(c) Other (if any): _____

3. Contribution Due Date and Reporting Format

All contributions shall be received by the Trust Office no later than the 15th of the month following the month in which reportable hours are worked or compensated. If the 15th falls on a weekend or a federal holiday, the due date is the first following business day.

Effective with March 2014 contributions (payable by April 15, 2014), contributions received after the due date shall be considered delinquent. Employers whose contributions and other required reporting are not received by the due date will be assessed liquidated damages of five percent (5%) of the contributions owed. If the 5% liquidated damages are not paid with the next monthly remittance report, the employer will be referred to the Trust's collection counsel and liquidated damages, interest and collection costs shall be assessed in accordance with Trust policy.

Effective with December 2014 contributions (payable by January 15, 2015), all contributions to the Trust must be submitted electronically to the Trust Office.

4. Relative Size of Teamster and Non-Bargaining Unit Groups.

Please identify the following as of the date of this application:

(a) Approximate number of Teamster bargaining unit employees participating in the Trust: 37

(b) Approximate number of non-bargaining unit employees who would be covered by this Agreement: 42

(c) Approximate number of individuals covered by a non-Teamster collective bargaining agreement providing for participation in the Trust (if any): 8

(d) Approximate number of W-2s issued in a year by the Employer: 167

5. **Eligibility Rules for Non-Bargaining Unit Participants.** Benefits are only available to eligible participants in accordance with the terms of the benefit plans maintained by the Trust. Additionally, the Employer agrees to abide by the following rules specifically governing reporting non-bargaining unit participants:

(a) **Only Individuals with a Bona Fide Employment Relationship with the Employer Are Eligible to be Reported to Trust Benefit Plans.**

Independent contractors, corporate owners, retired employees, owners or shareholders, family members or other relatives of current or former corporate owners or shareholders, retirees and any other individuals who do not have an ongoing bona fide employment relationship with the Employer are not eligible to be reported in the Trust. To be covered, individuals must be performing services for the Employer for the required number of hours.

(b) **All Reported Individuals Must Meet the Eligibility Requirements Established by the Collective Bargaining Agreement Designated in Section 2 (Other Than the Performance of Bargaining Unit Work).**

If the applicable collective bargaining agreement requires that individuals must have a specified number of hours a month to maintain eligibility or satisfy a probationary period prior to becoming eligible, the same eligibility requirements must be met by the non-bargaining unit employees as well.

(c) **All Non-Bargaining Unit Individuals Who Have a Bona Fide Employment Relationship with the Employer and Meet the Eligibility Requirements Established in the Collective Bargaining Agreement Identified Above Must be Reported Pursuant to This Non-Bargaining Unit Agreement.**

THERE ARE NO EXCEPTIONS TO THIS RULE. All non-bargaining unit individuals that meet the requirements must be reported. The fact that an individual may already have coverage as a dependent under the Trust, or may have other alternate health coverage, does not relieve the Employer of its obligation to contribute to the Trust on behalf of all eligible non-bargaining unit employees.

(d) **Geographical Scope.** Some Employers have multiple locations. Unless otherwise specified below, this Agreement shall only apply to non-bargaining unit employees working at the location(s) covered by a collective bargaining agreement providing for participation of Teamster-represented employees in the Trust. If the Employer intends that some other rule is to apply, it must state that rule. If the Employer proposes that another geographical scope rule applies, please indicate below.

(e) **No Retiree Participation.** Non-bargaining unit participants are not allowed to participate in the Trust's Retiree Plan(s) or any insured or HMO option available through it.

6. **Benefit Plans, Contributions and Maintenance of Benefits.** The Employer agrees to make contributions at the monthly rate established by the Trustees. The Employer acknowledges that the Board of Trustees has the discretion to modify the contribution rates from time to time as the Trustees determine to be necessary.
7. **Employer Subject to Audit.** The Employer is responsible for accurately reporting eligible employees and subject to audit on a regular basis. All Employers participating in Trust plans are subject to the Trust's audit provisions and policies. If unauthorized individuals are reported, the Trustees may recover any improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid, or from the Employer, and may also retain any contributions made on behalf of the ineligible individuals. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made. Liquidated damages, audit fees, attorney's fees, interest on unpaid contributions, and any other collection costs as provided for in the Trust Agreement may also be recovered. The Employer agrees that in the event the Trust incurs any liability or expense (including reasonable attorney fees, auditor fees or claim audit fees in the event of an overpayment refund request) as a result of the Employer's failure to abide by this Agreement, the Employer shall be liable for such incurred liability or expense.

7.A. Mandatory Arbitration of Claims Seeking Recovery of Benefits Paid on Behalf of Improperly Reported Employees and Their Beneficiaries.

Section 7 of this Non-Bargaining Unit Agreement provides that if the Employer reports unauthorized individuals, the Trust may recover the improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid or the Employer who reported the unauthorized individual. The Trust pursues such claims if the improperly paid benefits exceed the contributions made on the unauthorized individual's behalf.

This provision provides a forum for hearing and resolving such claims and for the Trust to recover amounts found to be paid to improperly reported individuals and is effective January 1, 2014 for currently participating non-bargaining unit groups and is effective immediately for new non-bargaining unit groups beginning participation in the Trust on or after September 1, 2013.

As a condition of continuing participation in the Trust, the parties hereby agree that any claim to recover benefits paid on behalf of an unauthorized individual as a result of the Employer's reporting shall be handled pursuant to mandatory arbitration. The arbitrator shall be appointed pursuant to the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to determine if the Employer reported an unauthorized individual and, if so, the amount of benefits which were paid to the unauthorized individual or his or her dependents as a result. The arbitrator shall also have the authority to order the Employer to repay the Trust for benefits payments made

to unauthorized individuals or their dependents. The statute of limitations will be that for contracts under Oregon law.

Venue for any arbitration shall be in Portland, Oregon. The cost of arbitration shall be split equally between the parties though the arbitrator shall have the authority to order one party to pay the full cost. The parties expressly acknowledge that the arbitrator shall have the authority to award recovery of benefit payments to unauthorized individuals notwithstanding any limitations on judicial remedies that may exist under 29 U.S.C. 1132(a). Any enforcement action shall be pursuant to the Federal Arbitration Act.

8. **Obligation to Maintain Records.** All Employers are required to maintain records sufficient to determine the accuracy of the contributions made to the Trust. Records are to be retained for seven years after the contributions are made pursuant to applicable laws. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to meet the applicable eligibility requirements did have sufficient hours in a month to require a contribution.
9. **Term of Agreement.** This Agreement shall remain in full force and effect so long as the Employer is bound by the collective bargaining agreement specified in Section 2 above, and any modifications, extensions, renewals or replacements thereof, except as provided herein. This Agreement shall automatically terminate on the first day of the month following the month in which the Employer ceases to be party to the Agreement specified in Section 2 above, or fails to observe the requirements of this Agreement. The Trustees may also terminate this Agreement at their discretion upon thirty (30) days written notice if: (a) a court or agency of competent jurisdiction finds that non-bargaining unit employees may not participate in the Trust; (b) the Employer for any reason fails to make contributions on behalf of all of its eligible employees participating in the Trust, or fails to make the required contributions in a timely manner; (c) the Employer has not reported any bargaining unit employees for three consecutive months; (d) the Employer has failed to comply with the Trust's payroll audit policy, or a payroll audit reveals noncompliance with Trust policies; or, (e) the Trustees determine that termination of this Agreement is in the Trust's best interest. Additionally, either party may terminate this Agreement with thirty (30) days written notice following the expiration date of the Teamster collective bargaining agreement specified in Section 2 above.
10. **Change in Benefit Plans.** If the benefit plan package in the Teamster collective bargaining agreement specified in Section 2 is modified or eliminated, the benefit plan package for the non-bargaining unit employees shall be automatically modified or eliminated in the same manner with the changes being effective on the same date(s). If the Employer has more than one Teamster bargaining unit, the Employer may designate a different Teamster collective bargaining agreement as the pattern for its non-bargaining unit employees, provided advance written notice is given to the Trustees, and a new participation agreement is approved by the Trustees.

11. **Continuation Rights.** If an Employer ceases participation in the Trust, any former employees of the Employer who have elected or had the right to continuation coverage will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer unless federal law requires to the contrary.
12. **No Transfer of Assets.** If the Employer ceases participation in the Trust, the withdrawing Employer and participants shall have no right or claim to any of the assets of the Trust.
13. **Acceptance of Trust Agreement and Trustees and Recognition of Trustees' Discretion.** The Employer agrees to be bound by the provisions of the Trust Agreement and any rules, regulations and policies adopted by the Trustees, which are incorporated herein by reference. The Employer also accepts as its representatives the Employer Trustees now serving on the Board of Trustees and their lawful successors.

The Employer and non-Teamster Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Trustees have the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and procedures governing the operation of the Trust, to determine eligibility, and to handle other matters related to the administration and operation of the Trust.

14. **Owner and Family Member Supplement.** Any Employer (except a Governmental Entity) requesting coverage of a non-bargaining unit agreement must fill out the attached Owner and Family Member Supplement.

**APPROVAL OF THE NON-BARGAINING UNIT
PARTICIPATION AGREEMENT**

REQUEST FOR APPROVAL

The Employer identified below hereby represents it has reviewed the terms of participation set forth above and hereby request that its non-bargaining unit employees be allowed to participate in the Oregon Teamster Employers Trust pursuant to the written terms of the Trust's benefit plans governing the Trust Agreement and this Participation Agreement.

Curry County

Name of Employer • Please Print

94235 Moore Street Suite 125

Street Address • Please Print

Gold Beach OR 97444

City, State, Zip • Please Print

By: _____

Signature

Date

By: _____

Name • Please Print

Title • Please Print

APPROVAL OF TRUSTEES

By: _____

Chairman

Date

By: _____

Secretary

Date

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Ordinance Adopting the revision of the Road Standards (Curry County Code Article 3 – Roads)**AGENDA DATE^a:** June 21st, 2017 **DEPARTMENT:** Roads **TIME NEEDED:** 5 Min.^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Road Master **PHONE/EXT:** 3393 **TODAY'S DATE:** 6/7/17**BRIEF BACKGROUND OR NOTE^b:** Repeal and Replace the Road Standards - Reading one.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Ordinance

(1) Ordinance

(2) Curry County Code Article 3- Roads

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☒ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

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

(If No, brief detail)

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

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

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

(If Yes, brief detail) Changes County Code

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 the repeal and replacement)
Of Curry County Code Article 3 – Roads.)

ORDINANCE NO. 17-02

The Board of Curry County Commissioners ordains as follows:

SECTION 1. TITLE

 This ordinance shall be known as Ordinance 17-02, an ordinance amending the Curry County Code.

SECTION 2. AUTHORITY

 This ordinance is enacted pursuant to ORS 203.035.

SECTION 3. PURPOSE

 The purpose this ordinance is to repeal and replace Curry County Road Article 3 (last amended by Ordinance 02-06).

SECTION 4. ADOPTION

 Exhibit “A” attached hereto and incorporated by reference, is adopted as Article 3 – Roads of the Curry County Code.

SECTION 5 – SEVERANCE CLAUSE

 If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

DATED this 21st day of June, 2017.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Sue Gold, Vice-Chair

Court Boice, Commissioner

Recording Secretary:

John Jezuit

First Reading: June 21, 2017

Second Reading: July 5, 2017

Effective Date: October 3, 2017

Approved as to Form:

John HuttI

Curry County Legal Counsel

EXHIBIT “A”

**CURRY COUNTY CODE
ARTICLE 3 - ROADS**

CURRY COUNTY CODE

ARTICLE THREE - ROADS

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DIVISION ONE: CURRY COUNTY ROAD STANDARDS

CHAPTER ONE: INTRODUCTORY PROVISIONS

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SECTION 3.01.020 PURPOSES

The several purposes of this division are: a) to establish specifications and standards for the construction and reconstruction of all roads, driveways and bridges in Curry County; b) to delineate responsibilities of individuals and Curry County as to the maintenance of roads; and c) to promote public health, safety, convenience and general welfare.

SECTION 3.01.030 DEFINITIONS

As used in this article, the masculine includes the feminine and neuter and the singular include the plural. The following words and phrases, unless the context otherwise requires, shall mean:

- (1) “AASHTO” – American Association of State Highway and Transportation Officials.
- (2) “ADT” – Average Daily Traffic on a given road.
- (3) “Alley” – A street or highway primarily intended to provide access to the rear or side of lots or buildings in urban areas and not intended for through vehicular traffic.
- (4) “Arterial Road” – Roads that link cities or large traffic generators. Travel speeds will be relatively high with minimum interference to through movement.
- (5) “Avenue” – A wide street or main thoroughfare. A means of approach to a given place, activity or goal. “Avenue” may be used in immediate vicinity of any municipality.
- (6) “AWDS” – All-weather Drivable Surface: A surface constructed of a minimum of two (2) inches of crushed aggregate placed on the required base aggregate to create a drivable surface. An AWDS may also be constructed of asphalt concrete or acceptable alternative surface treatments.
- (7) “Base Aggregate” – A course of specified aggregate of planned thickness placed on the subgrade.
- (8) “Board” or “Board of Commissioners” - The Curry County Board of Commissioners.

- (9) “CCZO” - Curry County Zoning Ordinance - An ordinance designed to provide and coordinate regulations in Curry County governing the development and use of lands and to implement the Curry County Comprehensive Plan.
- (10) “Collector Road” – A road supplementary to the arterial road system and used for both through traffic and access to abutting properties.
- (11) “County” – The County of Curry, State of Oregon.
- (12) “County Road” – A public road which has been accepted into the County road system by the County Board of Commissioners or designee by dedication or deed or grant of right-of-way and is maintained by the County.
- (13) “Drive” – A scenic road, especially for leisure driving.
- (14) “Driveway” – Means of egress and ingress from thoroughfare to structure. A short private road as regulated and administered by the County Community Development Department.
- (15) “Driveway/Road Approach Permit” - A permit allowing construction or alteration of a facility which provides ingress to or egress from a County road (i.e., a driveway, an intersecting road or street, a footpath, a bike path, widened vehicular access, etc.). The permit regulations apply to that portion of the facility which is or will be upon a County road right-of-way.
- (16) “Easement” – A grant of one or more property rights by a property owner to or for use by the public or another person or entity.
- (17) “Fog Coat” - An emulsified asphaltic surface treatment applied to existing asphalt concrete pavement surfaces to renew and seal the pavement surface. May be used with or without aggregate cover materials.
- (18) “High Density Residential Road” – A road within an urban growth boundary providing direct access to abutting property which has a lot size density sufficient to qualify for high density status based upon the standards established in the respective urban growth boundary agreements.
- (19) “HMAC” – Hot Mix Asphalt Concrete - A hot mixture of asphalt cement; well graded, high quality aggregate; mineral filler and additives as required; plant mixed into a uniformly coated mass, hot laid on a prepared foundation, and compacted to a specified density.
- (20) “Lane” – Designation for all private thoroughfares. A limited passageway of course designated for vehicles.
- (21) “Local Access Road” – A public road that is not a County road, State highway or Federal road. County has full jurisdiction, but no liability to maintain.

(22) “Local Road” – A public road that is not a city street, State highway or Federal road. A road connecting the local uses with the collector system. Property access is the main priority; through-traffic is not encouraged. All County roads not classified as arterials or collectors are the County’s local roads, including Resource/Industrial/Commercial, High density Residential and Residential.

County Road Examples: Townley Lane, Coy Creek Road, Eggers Road.

(23) “Loop” – Road whose beginning and ending points intersect on a common road.

(24) “Major Collector” – A road providing service to land uses that generate trips such as consolidated schools, shipping points, parks, mining and agricultural areas. This type of road links minor collectors with roads of higher classification.

County Road Examples: Airport Road, Cedar Valley Road, North Bank Chetco River Road.

(25) “Major Road Improvement” - An improvement or alteration for which detailed plans and adherence thereto are deemed necessary by the Roadmaster.

(26) “Minor Arterial” – Roads that link cities or large traffic generators. Travel speeds will be relatively high with minimum interference to through movement. Jerry’s Flat Road is the only minor arterial within the County.

(27) “Minor Collector” – A road providing service to small communities. This type of road links locally important land uses that generate trips with rural destinations.

County Road Examples: Floras Lake Road, Nesika Road, Oceanview Drive.

(28) “Minor Road Improvement” - An improvement or alteration for which detailed plans are not deemed necessary by the Roadmaster.

(29) “Monument” – A permanent and fixed survey marker conforming to the requirements established by the State law and the regulations of Curry County.

(30) “Manual on Uniform Traffic Control Devices” (MUTCD) - The MUTCD contains the national standards governing all traffic control devices.

(31) “ODOT” – Oregon Department of Transportation.

(32) “Place” – A public square or thoroughfare in a town. A short street, or court, a private residence terrace, or some similar variation from the ordinary street.

(33) “Prime Coat” – A penetration treatment to aggregate surfaces to coat and bind the material into a hard surface.

(34) “Principal Arterial” – Corridors with substantial interstate and statewide travel. Highway 101 is the only principal arterial within the County.

(35) “Private Driveway” – A roadway which traverses and serves one lot or parcel as regulated and administered by the County Community Development Department.

(36) “Private Road” – A road which is owned, controlled and maintained by the persons it serves, providing the principal means of access to the abutting property, and not intended for use by the general public. Private roads are regulated by the Curry County Zoning Ordinance which is administered by the County Community Development Department.

(37) “Public Road” – A road over which the public has a right of use that is a matter of public record but which has not been accepted into the County road system per subsection (12) above.

(38) “Residential Road” – A road providing direct access to abutting property. Lot size and/or traffic volume indicate density of one or more lots per five acres, but less than four lots per acre.

(39) “Resource/Industrial/Commercial” – A road which primarily accesses adjacent land, carries significant volumes of timber, mining or agricultural products and/or provides service to a large industrial or commercial facility.

County Road Examples: McKenzie Road, Nesika Beach Dump Road, Boat Basin Road.

(40) “Right-of-Way” – Land reserved, used, or to be used for a highway, street, alley, walkway, drainage facility or other public purpose related to a transportation or public utility improvement.

(41) “Road” - The entire right-of-way of any public or private way that provides ingress to or egress from property by means of vehicles or other means or that provides travel between places by means of vehicles. “Road” includes, but is not limited to:

- a. Ways described as streets, highways, throughways or alleys;
- b. Road related structures that are in a right-of-way, such as tunnels, culverts or similar structures; and
- c. Structures that provide for continuity of the right-of-way, such as bridges.

(42) “Road Encroachment Permit” - A permit allowing private facilities of a diverse nature, such as fences, structures, gates, stock guards, signs and landscaping, to be placed within a County road right-of-way. The permit shall state whether the permitted use is temporary or permanent.

(43) “Road Improvement Permit” - A permit allowing alterations or improvements, such as grading, surfacing or oiling, of a County road by a person not associated with the County Road Department.

- (44) “Roadmaster” - The person designated by the County Board of Commissioners as being responsible for administration of the road activities of the County.
- (45) “Roadway” - The portion of a road, including shoulders, for vehicular use.
- (46) “Rural Road” – A road subject to low traffic volume, used as access to a remote area having density less than one lot per five acres.
- (47) “Special Permit” - A permit allowing temporary use of a County road right-of-way for business operations or public events, such as log loading, an aircraft taxiway, scheduled public walks, runs and biking events.
- (48) “Street” – A paved public way or thoroughfare, as in a city or town.
- (49) “Subgrade” – That portion of the graded earthwork roadbed on which base course surfacing is to be placed.
- (50) “Tack Coat” – Application of liquid asphalt to an existing asphalt concrete to insure a thorough bond between courses.
- (51) “Turnaround” – A road over 150’ in length must be terminated by a turnaround. See Exhibit “A” following the text of Division Four of Article Three for typical turnaround designs. Standards for Turnarounds outside of an Urban Growth Boundary are listed in Section 3.01.050 subsection (7) of this division.
- (52) “Utility Permit” – A permit allowing the placement and routine maintenance of public facilities, such as water and sewer lines, gas lines and transmission lines, within a County road right-of-way.
- (53) “Variance” – An authorized deviation from specific requirement(s) set forth in this division.
- (54) “Way or Court” – A course, route, passage, track or path of any kind.

SECTION 3.01.040 COMPLIANCE WITH DIVISION PROVISIONS

No road shall hereafter be constructed, reconstructed, enlarged or altered contrary to the provisions of this division.

CHAPTER TWO: COUNTY ROADS

SECTION 3.01.050 CONSTRUCTION SPECIFICATIONS OF COUNTY ROADS

- (1) RIGHT-OF-WAY – Right-of-ways shall be a minimum of 50 feet in width except that a lesser width not less than 40 feet is authorized when (a) specially permitted by the County Board of Commissioners and (b) the road meets the other standards set forth in this division as

otherwise provided. A wider than 50 foot right-of-way may be required, depending on variations or other engineering considerations. In no case shall the right-of-way be less than 40 feet.

(2) GRADES

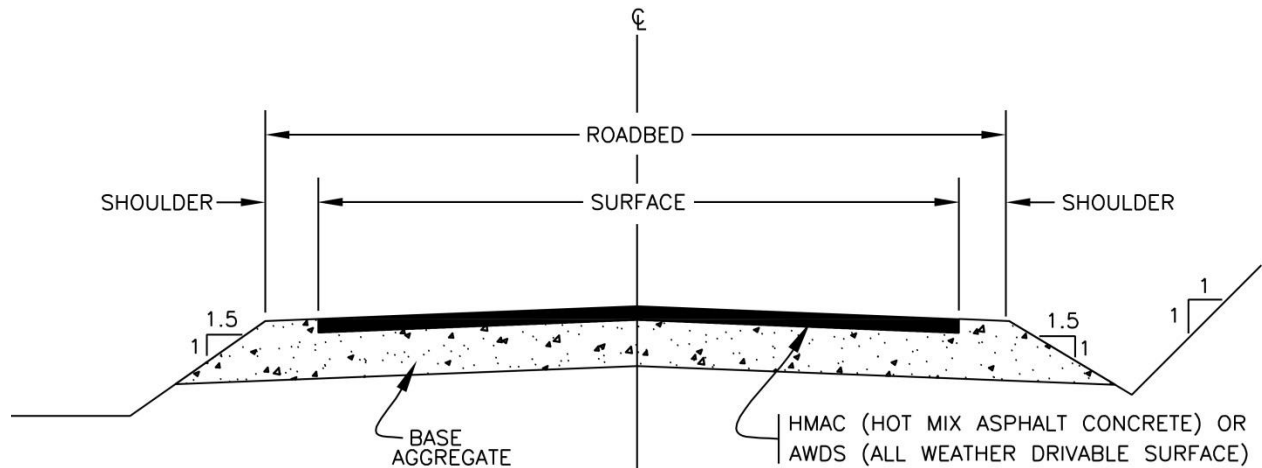
(a) Minor Arterial:		
8% to 10%	Maximum Length	1200'
Under 8%	Maximum Length	No Limit
(b) Major Collector:		
8% to 12%	Maximum Length	1200'
Under 8%	Maximum Length	No Limit
(c) Minor Collector:		
12% to 15%	Maximum Length	800'
8% to less than 12%	Maximum Length	1500'
Under 8%	Maximum Length	No Limit

The average grade for any mile of road length and for the roads entire length shall not exceed 10% for the roads listed in (a), (b) and (c) above.

(d) Residential:		
18% to 20%	Maximum Length	400'
16% to less than 18%	Maximum Length	600'
12% to less than 16%	Maximum Length	800'
8% to less than 12%	Maximum Length	1500'
Under 8%	Maximum Length	No Limit
(e) Resource/Industrial/Commercial		
16% to 18%	Maximum Length	500'
12% to less than 16%	Maximum Length	800'
8% to less than 12%	Maximum Length	1500'
Under 8%	Maximum Length	No Limit

The average grade for any mile of road length and for the roads entire length shall not exceed 13.5% for the roads listed in (d) and (e) above.

(3) RURAL ROAD STANDARDS CHART



Functional Class	Surface Type	Minimum Surface Depth	Minimum Surface Width	Minimum Shoulder Width	Base Aggregate	Maximum Grade
Minor Arterial	HMAC	4"	26'	6'	12"	10%
Major Collector	HMAC	4"	26'	4'	12"	12%
Minor Collector	HMAC	4"	24'	2'	12"	15%
Resource/ Industrial/ Commercial	HMAC	4"	24'	2'	12"	18%
Residential 11+ dwelling units	AWDS	2"	* 20'	2'	12"	20%
Residential 5 to 10 dwelling units	AWDS	2"	* 18'	0'	12"	20%
Residential 4 or less dwelling units	AWDS	2"	* 16'	0'	12"	20%
Driveway	AWDS	2"	* 16'	0'	6"	20%
Turnarounds	See subsection (7) TURNAROUNDS below					

* Inter-visible opposing turnouts required. On roads where 16 foot, 18 foot or 20 foot surfaces are allowed, inter-visible opposing turnouts that result in an area of road surface at least 50' in length, not including entry and exit tapering, by 22' in width, exclusive of shoulders, are mandatory. Turn-outs shall be sited at least one every 500 feet, and opposing inter-visible where curves prohibit visibility.

Road Width with a Fire Hydrant: Adjacent to fire hydrants, roads shall have a minimum driving surface of not less than 26' in width, exclusive of shoulders, extending 20' in either direction from the fire hydrant.

Vertical Clearance: All roads shall have a minimum vertical height clearance of not less than fourteen feet.

Additional requirements, as stipulated by the rural fire protection district of the area in which the road is located, as well as the section entitled “Appendix D, Fire Apparatus Access Roads” of the Oregon Fire Code, may be required.

The standards for urban roads are as outlined in the Curry County Zoning Ordinance for the respective Urban Growth Boundary.

(4) DRIVEWAYS. Approaches shall be limited to a 60-90 degree intersection angle with the public road. There shall be enough room at the approach for a vehicle to be at a 90 degree angle to the road. See Exhibit “B” following the text of Division Four of Article Three for Typical Design.

Stopping sight distance shall be calculated for driveway entrances using the chart of Exhibit ”C” following the text of Division Four of Article Three. The minimum stopping distance is calculated for wet road conditions using

$$D = \frac{V^2}{30(F+G)} \quad \text{where:}$$

V = Velocity

F = Coefficient of friction

G = Grade in percent

D = Total stopping distance in feet (reaction plus braking)

MINIMUM SIGHT DISTANCE
LEVEL ROADWAY (Wet Pavement)

Design Speed MPH	Sight Distance (feet)		Corner Intersection
	Stopping	Passing	
20	125	800	210
25	150	950	
30	200	1100	310
35	225-250	1300	
40	275-325	1500	415
45	325-400	1650	
50	400-475	1800	515
55	450-550	1950	
60	525-650	2100	650
65	550-725	2300	
70	625-850	2500	

*See Exhibit "C" following the text of Division Four of Article Three

(5) HORIZONTAL CURVES The minimum radius for horizontal curves shall be 60 feet on Local Roads. The following formula shall be used to determine minimum curve radius on all other functional classes.

$$R = \frac{V^2}{15(e+f)} \quad \text{where:}$$

R = minimum radius (feet)

V = design speed (MPH)

e = maximum super elevation (range 0.04 to 0.10)

f = maximum friction factor (range 0.10 to 0.17)

(6) **VERTICAL CURVES** Vertical curves shall be used at all grade changes where the difference in grades is 2% or greater. Minimum length of vertical curve shall be 100 feet.

(7) **TURNAROUNDS** In any area outside of an Urban Growth Boundary, turnarounds shall be provided for emergency vehicle maneuvering at the end of any road over 150' in length. Typical County turnarounds are shown in Exhibit "A" following the text of Division Four of Article Three.

(8) Minimum intersection spacing for roads of various functional classes shall be as noted in the following table:

Functional Class Intersection Type	Public Road Type	Spacing*	Private Driveway Type	Spacing**
Arterial Road/Hwy	At-grade	1/4 mile	L/R turns	500 ft.
Collector Road	At-grade	250 ft.	L/R turns	100 ft.
Local Road	At-grade	250 ft.	L/R turns	each lot
Alley	At-grade	250 ft.	L/R turns	each lot
* Between roads				
**Between driveways & intersections (measured from center to center)				

SECTION 3.01.060 FACILITY PERMITS

(1) No person, partnership, association or corporation may place, build or construct on the right-of-way of any County maintained road any approach road, structure, pipeline, ditch, cable or wire, or any other facility, thing or appurtenance or change the manner of using any such approach road without first obtaining a permit from the County Roadmaster.

(2) The Curry County Road Department shall be given the power to investigate and issue the facility permit.

(3) The holder of a facility permit shall follow the regulations and rules set out in Article Three, Division Four of this code.

SECTION 3.01.070 SIGNS

- (1) Curry County has jurisdiction concerning the type and location of all signs on County maintained roads and public ways.
- (2) The Roadmaster may lawfully remove or destroy, without resort to legal proceedings, any advertisement, bill, notice, sign, picture, card, or poster placed in violation of ORS 368.942.
- (3) When in the Roadmaster's opinion there may be a need for a change in the speed limit for a road, he or she shall request the Oregon State Speed Control Board to study the road in question. If the Speed Control Board issues an order to post a speed limit on the road, Curry County will furnish and install the speed limit signs at the County's expense.
- (4) Name signs for all roads shall have a retroreflectorized green background with retroreflectorized white letters as specified in the Manual on Uniform Traffic Control Devices.
- (5) Signing will be paid for by the County as follows:
 - (a) Stop and name signs at intersections of two County maintained roads.
 - (b) Regulatory and warning signs along County maintained roads.
 - (c) The County may, at the Roadmaster's recommendation, install signs for non-County maintained roads. Cost of the sign, installation and maintenance will be paid for by the person(s) requesting the sign. This person may include the Board or its delegated authority.

SECTION 3.01.075 DELINEATION OF UTILITY LOCATIONS WITHIN COUNTY ROAD RIGHTS-OF-WAY

- (1) Pole line locations shall have a minimum height above the traveled road surface of 18 feet. This 18-foot standard applies whether the pole lines cross the roadway or are located parallel to the roadway. Poles shall be located not less than 10 feet from the edge of pavement on paved-surfaced roads or the edge of gravel on gravel-surfaced roads. Wherever possible, poles shall be located along the tangent sections of roads and on the short radius side of curves. Poles to be located on the long radius side of curves will require additional approval by the Roadmaster and will be subject to special conditions.
- (2) Buried cable or pipe depth shall be not less than 30 inches (36 inches for electrical) below the flow line of the roadside ditch. Where no ditch is present or where the proposed utility will be located a minimum of 5 feet from the ditch, the 30 inch (36 inch for electrical) bury depth shall be measured from the existing ground surface.
- (3) Pedestals installed as part of a buried cable installation are to be located one foot from the right-of-way line unless permission is obtained from the Roadmaster to locate elsewhere. In no case shall the pedestals be located within the road maintenance operating area, including mowing

operations, or nearer the pavement edge than any official highway sign in the same general location.

See “Special Conditions for Underground Utilities Within County Road Rights-of-Way” in “Exhibit D, Permit Regulations & Classification”, following the text of Division Four of Article Three for additional requirements and details.

SECTION 3.01.080 ROAD HAZARDS, WEED CONTROL AND DRAINAGE

(1) ROAD HAZARDS.

(a) No person, landowner or occupant of land shall obstruct road drains or waterways or create road hazards as set forth in ORS 368.251 and ORS 368.256.

(b) The County Roadmaster may abate any road hazard following the procedures set forth in ORS 368.261 and ORS 368.271.

(c) The Board may assess and recover costs from the person, landowner and occupant of the land responsible for the road hazard or the owner of the land that is the source of the hazard pursuant to the procedures in ORS 368.276 and ORS 368.281.

(2) WEED CONTROL. The County Board of Commissioners through its Roadmaster shall endeavor to prevent the spread or seeding of any noxious weed as set forth in ORS Ch. 570 on any land owned by the County or constituting the right-of-way for any County road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.

(3) DRAINAGE

(a) The purpose of highway drainage design is to prevent the accumulation and retention of water on and by the highway. Culverts, ditches and other drainage features shall be installed as needed to effectively remove water from the drivable surface under all types of weather conditions. Culverts shall be capable of supporting a single axle load of 32,000 pounds (Highway Loading H-20). Prior to submitting a development application and its related access feature where a stream crossing will be required, the applicant shall submit an Oregon Department of Fish and Wildlife (ODFW) determination to the Building Official indicating whether the stream crossing location is a fish habitat as required by ORS 509.585. If the ODFW determines that there is a potential for fish habitat or there is fish habitat in the stream crossing that will be impacted, fish passage shall be required consistent with Division 412 of the Oregon Administrative Rules (635-412-0005 through 635-412-0040).

(b) Surface water shall be conveyed along rights-of-way by the most direct means considering ease of maintenance with minimum disturbance of natural conditions.

(c) All drainage structures shall be sized for the following design flood frequencies.

<u>Drainage Facility</u>	<u>Design Flood</u>
Bridge	100 year flood
Culvert	25 year flood
Low Water Bridges	Optional
Depressed Roadway	25 year flood
Channel Change	100 year flood
Storm Sewer	10 year flood
Ditches, Gutters, Inlets	10 year flood

The design should be reviewed to ensure that backwater from the 100 year flood will not cause extensive property damage or result in loss of a bridge.

(d) The design of any water carrying system shall meet or exceed the design criteria set by the current ODOT Highway Division Hydraulics Manual.

Cross culverts shall be a minimum of 18 inches in diameter except:

A 12 inch cross culvert may be used to convey water from a catch basin to the closest natural drain if a grated inlet is used.

Connections to existing roadside culverts shall be at the same or greater capacity and must not inhibit the existing discharge of flow in any way.

SECTION 3.01.090 ROADWAY MATERIAL STANDARD SPECIFICATIONS

All roadway excavation, fill construction, subgrade preparation, aggregate bases, surfacing, prime coats and paving shall be built in accordance with the current edition of the ODOT Oregon Standard Specifications for Construction. Whenever these specifications refer to the State or Agency, consider that to mean the County of Curry, the appropriate County Department, or appropriate County address.

In case of discrepancy or conflict in the plans, standard specifications, supplemental standards specifications and special provisions, they shall govern in the following manner:

1. Special Provisions
2. Plans Specifically Applicable to the Project
3. Standard or General Plans
4. Supplemental Standard Specifications
5. Standard Specifications

(1) Subgrade. All subgrade shall be compacted in accordance with the Earthwork Compaction Requirements, Section 00330.43 of the Oregon Standard Specifications for Construction.

(2) Aggregate Base. Aggregates for aggregate base shall be crushed rock or pit run rock. Pit run materials, when used in place of crushed rock, shall be placed at 1.25 times the required

depth of aggregate. Crushed rock shall meet the requirements of Section 02630 of the Oregon Standard Specifications for Construction. Pit run material shall meet the durability and sand equivalent requirements of Section 02630 of the Oregon Standard Specifications for Construction and shall have the gradation approved by the Curry County Road Department. See the following tables.

(3) Asphalt Concrete Pavement. Where asphalt concrete pavement is required it shall be hot mix asphalt concrete pavement done in accordance with Section 00744 of the Oregon Standard Specifications for Construction. The class and grade mix design shall be in the contract. See the following tables.

SECTION 3.01.100 GRADATION CHARTS

(1) BASE AGGREGATES

Table 02630-1 Grading Requirements for Dense-Graded Aggregate Separated Sizes					
Sieve Size	2 1/2" - 0	2" - 0	1 1/2" - 0	1" - 0	3/4" - 0
	Percent Passing (by Weight)				
3"	100				
2 1/2"	95 - 100	100			
2"	—	95 - 100	100		
1 1/2"	—	—	95 - 100	100	
1 1/4"	55 - 75	—	—	—	
1"	—	55 - 75	—	90 - 100	100
3/4"	—	—	55 - 75	—	90 - 100
1/2"	—	—	—	55 - 75	—
3/8"	—	—	—	—	55 - 75
1/4"	30 - 45	30 - 45	35 - 50	40 - 55	40 - 60
No. 4 ¹	—	—	—	—	—
No. 10	2	2	2	2	2

¹ Report percent passing sieve when no grading requirements are listed

² Of the fraction passing the 1/4 inch sieve, 40 percent to 60 percent shall pass the No. 10 sieve

Fracture Of Base Aggregates - Fracture of base aggregates produced from rounded rock shall be determined according to AASHTO T 335. Provide at least one fractured face based on the following percentage of particles retained on the 1/4 inch sieve for the designated size:

Minimum Percent of Fractured Particles (by Weight of Material)

Designated Size	Retained on 1/4 inch Sieve
1 1/2" - 0 and larger	50
Smaller than 1 1/2" - 0	70

Durability - Dense graded base aggregate shall meet the following durability requirement.

Test	Test Method	Requirements
Abrasion	AASHTO T 96	35.0% maximum
Degradation (coarse aggregate)		
Passing No. 20 sieve	ODOT TM 208	30.0% maximum
Sediment Height	ODOT TM 208	3.0" maximum

(2) ASPHALT CONCRETE AGGREGATES*

Sieve Size	1/2" ACP Control Points (% passing by Weight)	
	Min.	Max.
3/4"	100	
1/2"	90	100
3/8"	-	90
No. 4	-	-
No. 8	28	58
No. 200	2.0	10.0
Asphalt Cement	5	6

*Aggregate for flexible pavements shall conform with Section 00744 of the "Oregon Standard Specifications for Construction"

Durability – Provide aggregate not exceeding the following maximum values:

Test	Test Method		Aggregates Coarse
	ODOT	AASHTO	
Abrasion		T 96	30.0%
Degradation			
Passing No. 20 sieve	TM 208		30.0%
Sediment Height	TM 208		3.0"

Fractured Faces - Provide crushed aggregate with not less than the minimum number of fractured faces as determined by AASHTO T 335 as follows:

Type of Mix	Percent of Fracture (by Weight)	
	Material Retained on 1", 3/4", 1/2" and No. 4 Sieve (two fractured faces)	Material Retained on No. 8 sieve (one fractured face)
All ACP	75	75

SECTION 3.01.110 MONUMENTATION

(1) The County and its agents shall monument County roads in accordance with the following standards:

- 5/8 inch rebar on both R/W lines at point of curvature and point of tangency of curve.
- 5/8 inch rebar along R/W lines at 500 foot intervals or property lines.
- Plastic caps branded “Curry Co. R/W” on rebar.
- Rebar along utilized property should be approximately 6 inches below ground level.
- Brass or aluminum caps shall be placed along R/W a minimum of once every mile. Two brass or aluminum caps shall be used as basis of bearing when other monuments are not available.
- Initial roadway point shall be marked by a brass or aluminum cap.
- All brass and aluminum caps shall be marked by a 4 inch by 4 inch by 4 foot treated white wooden post or a metal post.

(2) Roads within a subdivision must be monumented in accordance with current applicable state and local laws relating to the platting of subdivisions.

DEDICATION OF ROADS TO COUNTY ROAD SYSTEM

SECTION 3.01.130 ACCEPTANCE BY COUNTY

(1) TENTATIVE APPROVAL PRIOR TO CONSTRUCTION

(a) The developer submits plans and letter to the Board of Commissioners of his intent to dedicate a road to the County. A complete set of Improvement Plans shall be submitted and approved, in writing, by the Board of Commissioners prior to the start of construction on any public, private or subdivision road which is to become a dedicated County road. The “Complete Set” refers to the following:

1. Plan view of the proposed roadway
2. Profile
3. Description
4. Typical cross-section

All plans shall be stamped by a registered engineer or surveyor licensed in the State of Oregon.

(b) A statement in writing must be obtained from the Chief of the Rural Fire Protection District of the area in which the road(s) is/are located, and submitted with the plans, verifying that the District’s large fire-fighting equipment can safely negotiate the road and serve all new parcels or lots. The statement shall also include an assessment of whether or not the access route proposed to each boundary of the subject property is safely negotiable.

(c) The County Road Department reviews the Improvement Plans and makes recommendations to the Board of Commissioners. The recommendations shall include any special considerations which may be pertinent to acceptance or rejection of the road as a dedicated County road.

(d) The developer's project is put on the agenda of a regular Board meeting for consideration of his intent to dedicate the road to the County. Upon submission of the developer's plans and letter of intent to dedicate the road, the Board will, within 30 days, consider the application in a public meeting.

(e) The Board will give a letter of intent to accept or deny the dedication of the road project presented by the developer. If the dedication of the road is denied, and the plans and specifications adhere to the "Curry County Road Standards" herein, the Board must give its reasons for denial, in writing to the developer, within thirty (30) days from the date of the public meeting.

(2) INSPECTION OF PROPOSED COUNTY ROADS

(a) The inspection of the base and paving shall be coordinated in advance with the Curry County Road Department to avoid scheduling conflicts. The base is to be inspected prior to the placement of the pavement.

If proper notification for inspection has not been given, the Curry County Road Department will not recommend granting acceptance of the road to the Board of Commissioners for twelve (12) months. Any deficiencies that develop in the road shall be corrected before the Road Department will recommend granting acceptance to the Board.

(b) After acceptance by the Board of Commissioners, the contractor shall guarantee construction of the road built under his supervision for a period of one year. Any defects within that time period shall be corrected by the contractor, at his own expense.

(c) All testing except as herein noted will conform to methods prescribed by the Oregon Department of Transportation (ODOT) or the American Association of State Highway and Transportation Officials (AASHTO).

(3) FINAL ACCEPTANCE.

A County governing body may initiate proceedings to accept a public road as a County road:

(a) On its own action; or

(b) If a person files with the governing body:

i) A petition described in ORS 368.081; or

- ii) A written proposal to dedicate or donate land owned by that person for public road purposes.

(4) MAINTENANCE.

After acceptance the County shall maintain such highway, road or street as a County road.

CHAPTER THREE **PUBLIC ROADS**

SECTION 3.01.140 PUBLIC ROAD STANDARDS

A public road will conform in all ways with the standards set for a County road, except for the following condition:

Roads shall be constructed with an all-weather drivable surface on residential roads. See the Road Standards Chart in Section 3.01.050, subsection (3) for construction requirements.

SECTION 3.01.150 DEDICATION

- (1) By presenting to the Board of Commissioners a good and sufficient deed or dedication properly executed forever dedicating the land and granting such public road easement, and the deed is accepted by the Board of Commissioners and placed of record.
- (2) Presenting to the Board of Commissioners, as provided by law, any map or plat of any town, addition or subdivision, dedicating to the use of the public for road purposes all streets, roads, and alleys shown thereon and the map or plat is approved and accepted by the Board and placed of record.

SECTION 3.01.160 LIABILITY FOR MAINTENANCE

- (1) All public roads shall be maintained pursuant to a maintenance agreement to be recorded with the final plat in the official records of Curry County. The recorded maintenance agreement shall include the following elements:
 - (a) The maintenance agreement shall be binding on all owners of parcels within the plat or map, other properties served by the dedicated way, and all interests in such property thereafter acquired. The owners shall maintain the road according to the terms of the maintenance agreement.
 - (b) Any person who is party to the agreement, or any interested public body who believes the dedicated way is impassable to emergency vehicles, may file a written complaint with the County Board of Commissioners. The Board shall direct the County Roadmaster to investigate the complaint and submit a report to the Board. This report shall contain an evaluation of the condition of the road and particularly whether the road's condition meets a

minimum standard for maintenance of such roads. The report shall also set forth an estimation of the costs, including all likely administrative costs, necessary to bring the road up to a passable condition. The Board shall hold a public hearing at which interested parties may appear. Notice of the hearing shall be given to the property owners benefitted by the road.

(c) When, in the opinion of the County Board of Commissioners, the road constitutes a hazard to public safety or is impassable to emergency vehicles, based upon the testimony at the hearing, the Board by its order may:

- i) Declare the owners in default of the maintenance agreement; and either
- ii) Direct the County Roadmaster to undertake the road work which, in the opinion of the Roadmaster, is necessary to bring the road up to a passable condition and allocate the costs as estimated by the Roadmaster pursuant to paragraph (b) above; or
- iii) Initiate proceedings to improve the road as provided in ORS 371.605 et. seq.

(d) The County may collect the assessed costs from the owners either prior to or upon completion of the maintenance work.

(2) In no event shall the duties or liabilities of Curry County be greater than those provided in ORS 368.031.

SECTION 3.01.170 LOCAL ACCESS ROAD MAINTENANCE POLICY

(1) If the County Board of Commissioners determines that a requested repair or maintenance project on a local access road is an emergency, it may authorize the expenditure of County funds for such a project if it concludes that:

- (a) The public use of the road justifies the expenditure;
- (b) There are County funds or resources available for the request; and

(c) The expenditure of such funds or resources on the requested project will not jeopardize the maintenance or repair of County roads, which are the County's first priority.

(2) If the County Board of Commissioners determines that a requested repair or maintenance project on a local access road is not an emergency, it may authorize the expenditure of County funds for such a project if it concludes that:

(a) At least 60% of the property owners, representing at least 60% of the property frontage along the road proposed to be repaired or maintained, sign a petition requesting the work be done. The petition shall contain a clause that the property owners agree to pay for all the materials used in the repair or maintenance; the County will provide all labor and equipment; and

- (b) The County Roadmaster has recommended such an expenditure; and
 - (c) The public use of the road justifies the expenditure; and
 - (d) There are County funds or resources available for the request; and
 - (e) The expenditure of such funds or resources on the requested project will not jeopardize the maintenance or repair of County roads, which are the County's first priority.
- (3) The intent of these policies is to provide a vehicle by which local access roads may be repaired or maintained without obligating the County for future work on these roads.
- (4) If the Board authorizes County financial support for a non-emergency request, it shall enact an order or resolution authorizing the work to be a single project so as to minimize future obligations to the County and encourage the owners to seek alternate sources for maintenance, i.e., special road districts.

CHAPTER FOUR

PRIVATE ROADS, DRIVEWAYS AND BRIDGES

SECTION 3.01.180 DEFINITION REGARDING PRIVATE ROADS, DRIVEWAYS AND BRIDGES

A private road is any road in a privately owned and controlled right-of-way which is constructed, controlled, maintained and otherwise kept in a drivable condition by the efforts of the people it serves. A private road is not intended for use by the general public other than persons providing a public service to the lots or parcels served by the private road.

A private driveway is a roadway which traverses and serves one lot or parcel.

A private bridge is any bridge located on a private road or driveway.

SECTION 3.01.185 APPLICABILITY OF PRIVATE ROAD, DRIVEWAY AND BRIDGE STANDARDS

Private road, driveway and bridge standards are regulated by the Curry County Zoning Ordinance which is administered by the County Community Development Department.

CHAPTER FIVE

VARIANCE

SECTION 3.01.210 AUTHORIZATION FOR VARIANCES

The Roadmaster may grant variances, (as described herein), from the provisions of this division where it has been shown that due to unusual topographic conditions, unusual conditions related to the shape of the property or the location of a building on the property, or other conditions over which the applicant has no control, the literal interpretation of this division

would cause an undue hardship upon the applicant. In granting a variance the Roadmaster may attach conditions which he or she finds necessary to protect the best interests of the County, surrounding property or neighborhood and to otherwise achieve the purposes of this division.

SECTION 3.01.220 CIRCUMSTANCES FOR GRANTING A VARIANCE

A variance may be granted only in the event that all the following circumstances exist.

- (1) Exceptional or extraordinary circumstances apply to the property which do not apply generally to other properties in the same vicinity and result from lot size, shape, topography, or other circumstances over which the owner of the property has no control.
- (2) The variance is necessary for the preservation of a property right of the applicant substantially the same as owners of other property in the vicinity of the subject property.
- (3) The variance would not be materially detrimental to the purposes of this division, or to property in the vicinity of the subject property, or otherwise conflict with the objectives of any County plan or policy.
- (4) The variance requested is the minimum variance which would alleviate the hardship.
- (5) The applicant shall provide a written statement from the governing board of the fire protection district having responsibility for structural fire protection in the area where the new dwelling or structure is to be located which states that their fire-fighting vehicles and equipment can negotiate the proposed road and/or driveway.

SECTION 3.01.230 FEASIBILITY REPORT

The applicant shall provide the Roadmaster a feasibility report on all requested variances. The Roadmaster shall contact all property owners abutting and using the road for which the variance has been requested and shall consider their comments regarding the requested variance.

SECTION 3.01.240 APPEALS OF VARIANCES

The applicant shall have the right of appeal of a denied variance. An affected property owner who has commented to the Roadmaster shall have the right to appeal an approved variance. Appeals of variances under this division shall be to the Board of Commissioners.

CHAPTER SIX

GENERAL PROVISIONS

SECTION 3.01.260 PRE-EXISTING ROADS, DRIVEWAYS AND BRIDGES

- (1) Substandard roads, driveways and bridges in existence on the effective date of adoption of this division shall be considered as nonconforming roads, driveways and bridges.
- (2) Expansion of nonconforming roads, driveways and/or bridges shall be accomplished in

the following manner:

(a) Upgrade the road, driveway or bridge to the minimum standard required by this division; or

(b) Obtain an approved variance of the minimum standards as provided under Chapter Five of this division, except that a variance cannot be granted for the firefighting equipment access provisions of this division unless the agency providing fire protection concurs in the granting of the variance.

(c) Expansion of a nonconforming road or driveway includes the creation of additional parcels or lots by partitioning or subdivision of land accessed by the road and/or the construction of new habitable structures on land accessed by the road or driveway.

SECTION 3.01.270 INTERPRETATION

The provisions of this division shall be held to be the minimum requirements fulfilling its objectives. Where the conditions imposed by a provision of this division are less restrictive than conditions imposed by any other provisions of this division or of any other ordinance, resolution, regulation or statute; the provisions which are more restrictive shall govern.

SECTION 3.01.280 ABATEMENT AND PENALTY

Violations of the provisions of this division are subject to the following forms of abatement or penalties.

(1) If a person builds or maintains a road, driveway or bridge in violation of this division or violates this ordinance in any way, the County, in addition to other remedies provided by law, may institute an injunction, mandamus, abatement, or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate or remove the unlawful road, driveway or bridge.

(2) In addition to the provisions of subsection (1) above, any violation of this division may be punishable by citation under appropriate provisions of Article 10 of this ordinance.

ARTICLE THREE – ROADS

DIVISION TWO: NAMING OF ROADS WITHIN CURRY COUNTY

SECTION 3.02.010: RESERVED

SECTION 3.02.020: AUTHORITY

The following procedures and requirements relating to the naming or renaming of roads in Curry County are hereby adopted pursuant to authority granted by ORS Chapter 215.

SECTION 3.02.030: DEFINITIONS

See Section 3.01.030 for definitions.

As used in this division the masculine includes the feminine and the singular includes the plural.

ROAD NAMING PROCESS

SECTION 3.02.040 ROAD NAMING

Roads shall be named or renamed by the Community Development Director or her/his designee.

SECTION 3.02.050 DUTIES

The Community Development Director shall have the duty of naming or renaming roads within unincorporated Curry County. The Director shall select a name for the road in question and notify the Roadmaster and Sheriff of the proposed name. The Roadmaster and Sheriff, within 10 working days of receiving the proposed name, shall advise the Community Development Director of their concurrence with the name or any objections. Upon consideration of the Roadmaster's and Sheriff's comments and determination of the road name the Community Development Director shall notify the abutting property owners of record of the road under consideration advising of the new road name. Should any abutting property owner object to the road name, the Community Development Director may re-evaluate the name and choose another name utilizing the same process as noted herein.

SECTION 3.02.060 NOTIFICATION OF PROPERTY OWNERS AND AGENCIES

The Community Development Director will send notice of the proposed road name change to all affected agencies, including the Road Department, County Surveyor, Assessor, Sheriff, Clerk, appropriate fire districts and forest protection district, appropriate ambulance services, appropriate 911 call centers, Post Office, appropriate cities, and abutting property

owners of record. Such notice shall include a statement as to where and when any objections should be filed pursuant to Section 3.02.070 below.

SECTION 3.02.070 APPEAL OF THE COMMUNITY DEVELOPMENT DIRECTOR DECISION

Upon receipt of the information regarding the road name, abutting property owners of record served by the road and agencies will have 10 working days to appeal the decision of the Community Development Director to the Board of Commissioners.

SECTION 3.02.080 FILING OF NEW ROAD NAME

Upon completion of the road naming process, the new road name shall be filed by the Community Development Director with the County Clerk, the County Assessor, the County Community Development Department, the County Roadmaster and the County Surveyor. The County Surveyor shall enter the new names of such roads or streets in red ink on any files, plats and tracings thereof which might be affected, together with the appropriate notations concerning the same.

SECTION 3.02.090 ROADS COVERED

Any County, public, or private street, road, highway or way visibly showing evidence of serving three or more existing residences, and a minimum of 500' in length is covered by this ordinance. Pursuant to ORS 227.120 those roads and streets within six (6) miles of the limits of any incorporated city shall not be renamed by the County.

SECTION 3.02.100 PREVIOUSLY NAMED ROADS

Requests to rename roads may be made through the Community Development Department by a majority of abutting property owners of record served by the road. Requests may be denied by the Community Development Director on the basis of length of the name, appropriateness of the name, disagreement among the property owners, confusion the name may cause, similarity to other road names or any other reasons the Community Development Director deems appropriate. No findings shall be required.

The Community Development Director may instigate renaming procedures on her/his own in order to bring roads into conformity with this division.

SECTION 3.02.110 LAMBERT GRID SYSTEM

The naming of roads under this system shall be done in such manner as to work compatibly with the Lambert Grid System which is utilized in Curry County.

(1) Addresses will be assigned only to improved lots or parcels which include a driveway leading onto the named road.

- (2) Subsequent addressing of lots will be accomplished pursuant to Section 3.02.140 below.

SECTION 3.02.120 POSTING OF ROAD SIGNS

The Curry County Road Department may, at the Roadmaster's recommendation, install signs for non-County roads. Said signs shall be placed in a position to adequately indicate which road is being named. The signs may be placed upon public or private property for the protection of the health, safety, and welfare of the citizens of Curry County. The cost of the sign, installation and maintenance for non-County roads shall be borne by the person(s) requesting the sign. This person may include the Board or its delegated authority.

SECTION 3.02.130 ADDRESS NUMBER PLATES

The County Community Development Department shall assign addresses to new dwellings or developments when the owner is granted a building permit. At that time the Community Development Department will advise the Road Department of the address and the address number plate may be purchased from the County Road Department. If the address number plate is not purchased from the Road Department, it shall have a retroreflectorized green background with retroreflectorized white numbers. The numbers shall not be less than three inches in height. Upon completion of the dwelling or development the address number plate shall be posted by the property owner prior to the issuance of a certificate of occupancy. Said plates shall be conspicuously posted at all times by the resident in a manner to allow emergency vehicle drivers to immediately ascertain the address of each residence.

SECTION 3.02.140 PARTITIONS AND SUBDIVISIONS - ROAD NAMING AND POSTING

- (1) At the time a partition or subdivision is requested, an applicant shall name each road within said partition or subdivision subject to approval of the Community Development Director.
- (2) Upon completion of construction of the road(s), the applicant shall provide and install standard road name signs for each road in the partition or subdivision, said signs having a retroreflectorized green background with retroreflectorized white letters as specified in the Manual on Uniform Traffic Control Devices. Failure to provide and install standard road name signs can result in a disapproval of said partition or subdivision.

ARTICLE THREE – ROADS

DIVISION THREE REMOVAL OF THE COUNTY BOARD OF COMMISSIONERS FROM JURISDICTION OVER STATUTORY WAYS OF NECESSITY

SECTION 3.03.010 AUTHORITY

ORS 376.200 authorizes County Governing Bodies to remove themselves from jurisdiction over establishment of ways of necessity under ORS 376.150 to 376.200.

SECTION 3.03.020 REMOVAL FROM JURISDICTION

Because the Curry County Board of Commissioners feels that the Circuit Court is a preferable forum for litigating the establishment of statutory ways of necessity, it hereby removes the governing body of Curry County from jurisdiction over the establishment of ways of necessity under ORS 376.150 to 376.200.

ARTICLE THREE – ROADS

DIVISION FOUR USE OF ROAD RIGHTS-OF-WAY

SECTION 3.04.010 AUTHORITY

This division is being adopted by the Board of Curry County Commissioners under authority of ORS 374.309.

SECTION 3.04.020 DEFINITIONS

See Section 3.01.030 for definitions.

SECTION 3.04.030 WORK IN RIGHTS-OF-WAY; PERMIT REQUIRED; CONDITIONS; EQUITABLE REMEDIES

(1) Except as otherwise provided in this division, no person shall place, build, construct, extend, enlarge or otherwise work on any facility, thing or appurtenance in the right-of-way of a County road without first obtaining a permit from the County Roadmaster. This requirement applies to all work, including but not limited to, the following:

(a) Constructing, grading, surfacing or providing drainage facilities under the access to private driveway or approach road;

(b) Pipelines, irrigation lines, sewer lines, underground cables, overhead wires and utility poles;

(c) Signs, billboards, symbols, notices, advertisements or directional guides;

(d) Sidewalks, curbs, gutters, retaining walls, meters, inlet basins, fences and ornamental objects;

(e) Planting of trees or other vegetation; and

(f) Mailboxes and supports other than those conforming to design standards provided by the Road Department.

(2) No person shall construct or maintain any facility, thing or appurtenance within any such right-of-way in violation of any of the conditions of a permit or any of the provisions of this division.

(3) No person shall use, occupy or maintain any facility or thing placed wholly or partly within the road right-of-way in violation of, or without first obtaining the permits required by, any law in effect at the time such thing or facility is so placed.

(4) Nothing in this section shall be construed to prevent the County from removing anything from a County road right-of-way, whether or not the same is installed under a permit or in compliance with this division, where the County Board of Commissioners finds that such removal has become necessary to the public's use or improvement of the road.

SECTION 3.04.040 EXCEPTIONS TO CERTAIN REQUIREMENTS; INTERPRETATION.

(1) A permit is not required for the following, providing the work does not involve excavation:

(a) Performing maintenance or minor improvement to existing facilities lawfully in place;

(b) Utilizing lawfully installed facilities as intended when installed, including the following:

(1) Inspection and cleaning of sewer and storm water facilities;

(2) Inserting cables in existing conduits or making service connections within a terminal structure; and

(3) Utilization that is expressly acknowledged by prior permit provisions; and

(c) Other miscellaneous minor activities as specifically approved in writing by the Roadmaster.

(2) Nothing in this section shall:

(a) Limit or affect any of the powers granted to, or duties imposed upon, the County Board of Commissioners, the Department of Transportation or the Public Utility Commissioner by ORS 758.010 and 758.020, or any rights granted or authorized under those statutes or any other statutes pertaining to powers, duties and rights of the aforesaid;

(b) Grant any right for the construction or placing of an approach road, structure, pipeline, ditch, cable, wire or other facility, thing or appurtenance on the right-of-way of any County road; or

(c) Be deemed to affect any approach road, structure, pipeline, ditch, cable, wire or other facility, thing or appurtenance lawfully placed or constructed upon the right-of-way of any County road prior to September 13, 1967, subject, however, to the authority reserved to the County Board of Commissioners in Section 3.04.030 (4).

SECTION 3.04.050 CHANGE IN USE OF APPROACH ROAD; PERMIT REQUIRED.

A change in the manner of using an approach road that connects to or intersects a County road requires a permit, as provided by ORS 374.305. A changed use includes, but is not limited to:

- (1) Any physical change requiring excavation, placing of an embankment, a culvert extension, construction of headwalls and repair or alteration of any existing lawfully installed facility pertinent to a driveway or approach road;
- (2) Any substantial change in the type or number of vehicles reasonably anticipated during the application for, and the review and approval of the latest existing permit on file for a driveway or approach road; and
- (3) Any other change in the approach road or its use which the Roadmaster finds may adversely affect the public's safety or the public's interest in the County road in the absence of limitations or conditions.

SECTION 3.04.060 REVIEW OF PERMIT APPLICATIONS.

From the date this division becomes effective the authority contained in ORS 374.305 through 374.325 relating to County roads applies to any facility, thing or appurtenance within a County road right-of-way. After a completed application with the required fee has been submitted, the Roadmaster, or his or her authorized representative, shall review the application and shall issue the permit if he or she determines that the proposal will comply with the provisions of this division and the applicable requirements imposed by State law. The Roadmaster may impose additional written conditions on a permit consistent with the provisions of this division if he or she finds such conditions to be necessary to the public interest in the safe use of the road and the preservation of the public improvements therein and on the property adjoining the same. The Roadmaster may also require the applicant to submit plans which, when approved, will become part of the conditions of the permit. The Roadmaster shall prepare appropriate forms to assist the applicant in providing the information necessary for the application review.

If the applicant disagrees with the Roadmaster's interpretation of the regulations or with the conditions imposed by the Roadmaster, or if the Roadmaster finds that the proposal raises problems of public safety or problems having to do with the public use or protection of the road, which problems are not addressed in the regulations, then either may refer the application to the County Board of Commissioners, which Board shall, within thirty days, afford them an opportunity to be publicly heard and make its final decision in the matter. If the Board finds that the proposal creates a problem to public interests in the road which cannot be solved by the application of the regulations or adequate conditions, the Board shall deny the application.

The Roadmaster shall arrange for whatever field study and inspection he or she deems to be appropriate to assure compliance with the requirements.

SECTION 3.04.070 PERMIT REGULATIONS AND CLASSIFICATION.

- (1) The regulations pertaining to each of the various permits issued by the Roadmaster, which are set forth in Exhibit D, "PERMIT REGULATIONS & CLASSIFICATION" following the text of this division, are hereby adopted and made a part of this division.
- (2) A permit fee shall be paid at the time the application for a permit is submitted to the Roadmaster. All permits issued by the Roadmaster shall be classified under one of the following headings on a general "Facility Permit" form.
 - (a) Driveway/road approach permit;
 - (b) Road encroachment permit;
 - (c) Road improvement permit;
 - (d) Special permit;
 - (e) Utility permit;
- (3) Copies of the regulations appropriate to the classification, as determined by the Roadmaster, shall be attached to, or referenced on, each permit issued.

SECTION 3.04.080 PERMIT FEES.

Fees for the various permits required by this division shall be set by Board resolution.

SECTION 3.04.090 EXEMPTIONS FROM FEE REQUIREMENT.

No fee shall be required for a permit in the following circumstances:

- (1) Where installation of public facilities by public or quasi-public entities is involved;
- (2) Where the Roadmaster finds that the organization which proposes the installation is engaged in a nonprofit activity and that the activity is for the benefit of the general public;
- (3) Where the permitted facility, thing or appurtenance in the right-of-way of the County road is in lawful existence as of the effective date of this division except that this exemption does not apply to work done after such effective date; and
- (4) In any instance where the Roadmaster deems it to be in the best interests of the County to waive the permit fee.

SECTION 3.04.100 VIOLATIONS; REMOVAL OR CORRECTION OF INSTALLATIONS;
PROSECUTION.

(1) If any person fails to obtain a permit or to comply with the appropriate regulations or permit conditions, then the Roadmaster may take appropriate action to remove or correct the installation and recover the cost from the person responsible, all in accordance with the authority contained in ORS 374.307 and 374.320 as such statutes relate to County roads. However, such action shall not waive the County's right to prosecute the offender under Section 3.04.990.

(2) In addition to the remedies set forth in subsection (1) hereof or prescribed by ORS 374.307 or 374.320, any person who violates or fails to comply with any of the provisions of this chapter may be punished as provided in Section 3.04.990. A separate offense may be deemed committed each day during or on which such unlawful condition is maintained or continued after citation or notice of violation has been given. Offenses under this section may be charged under Article 10 of the Curry County Code.

SECTION 3.04.110 ALTERATION OR REMOVAL OF TREES AND VEGETATION IN
COUNTY ROAD RIGHTS-OF-WAY.

(1) All trees within a County road right-of-way are subject to the County's control, and no tree may be altered or removed without a permit from the County. The permit requirement does not apply to public utilities exercising their rights within the right-of-way pursuant to State law or franchise. The authority to issue a permit under this section is delegated to the Roadmaster or his or her authorized representative. In issuing a permit, the County shall have the authority to impose such conditions as it deems necessary for public safety and convenience.

(2) The County has and claims the right to remove or alter any tree, or remove any other vegetation, situated entirely within the County road right-of-way if, in the judgement of the Roadmaster, such removal is necessary to the use or improvement of the road or related facilities or for public safety.

(3) If the Roadmaster finds that a tree to be removed may have marketable or ornamental value to the owner of the land abutting the half of the right-of-way on which the tree is situated, the County shall first send notice to the abutting owner, giving the owner thirty days within which to secure a permit and alter or remove the tree or vegetation. If within that period of time the tree or other vegetation is not removed or altered to the extent necessary to the public safety and convenience as found by the Roadmaster, the County may remove or alter the tree or vegetation and, if it is a merchantable tree, retain it to defray the cost of removal. For purposes of giving notice under this subsection, the owner according to the Assessor's records of the property abutting the half of the right-of-way within which the tree is situated shall be deemed the owner of the underlying tree. Notwithstanding the foregoing, if the Roadmaster or his or her authorized representative determines that an emergency exists which may affect the public safety, no notice shall be required prior to the removal of the tree or vegetation.

(4) The Roadmaster may define by written policy those criteria by which he or she determines that the removal or alteration of a tree or other vegetation within a County road right-

of-way is necessary for public safety or convenience; that a tree is marketable or has ornamental value to abutting property; or that an emergency exists which may affect the public safety. When such written policy is approved by the Board of Commissioners, any determination made by the Roadmaster pursuant to the policy is final.

(5) Notwithstanding subsection (4) hereof, the Board of Commissioners may, on its own motion, within the said thirty days, review a proposal to remove a tree under this division and may determine, at its discretion, whether there is a public interest which outweighs the public safety issue raised by the presence or condition of the tree, or may determine at its discretion that the public safety and convenience can be adequately served without the removal of the subject tree considering its value or function.

SECTION 3.04.990 PENALTY.

Violations of this division may be punishable by citation under appropriate provisions of Article 10 of this ordinance.

EXHIBITS TO ARTICLE THREE

EXHIBIT "A" TO DIVISION ONE

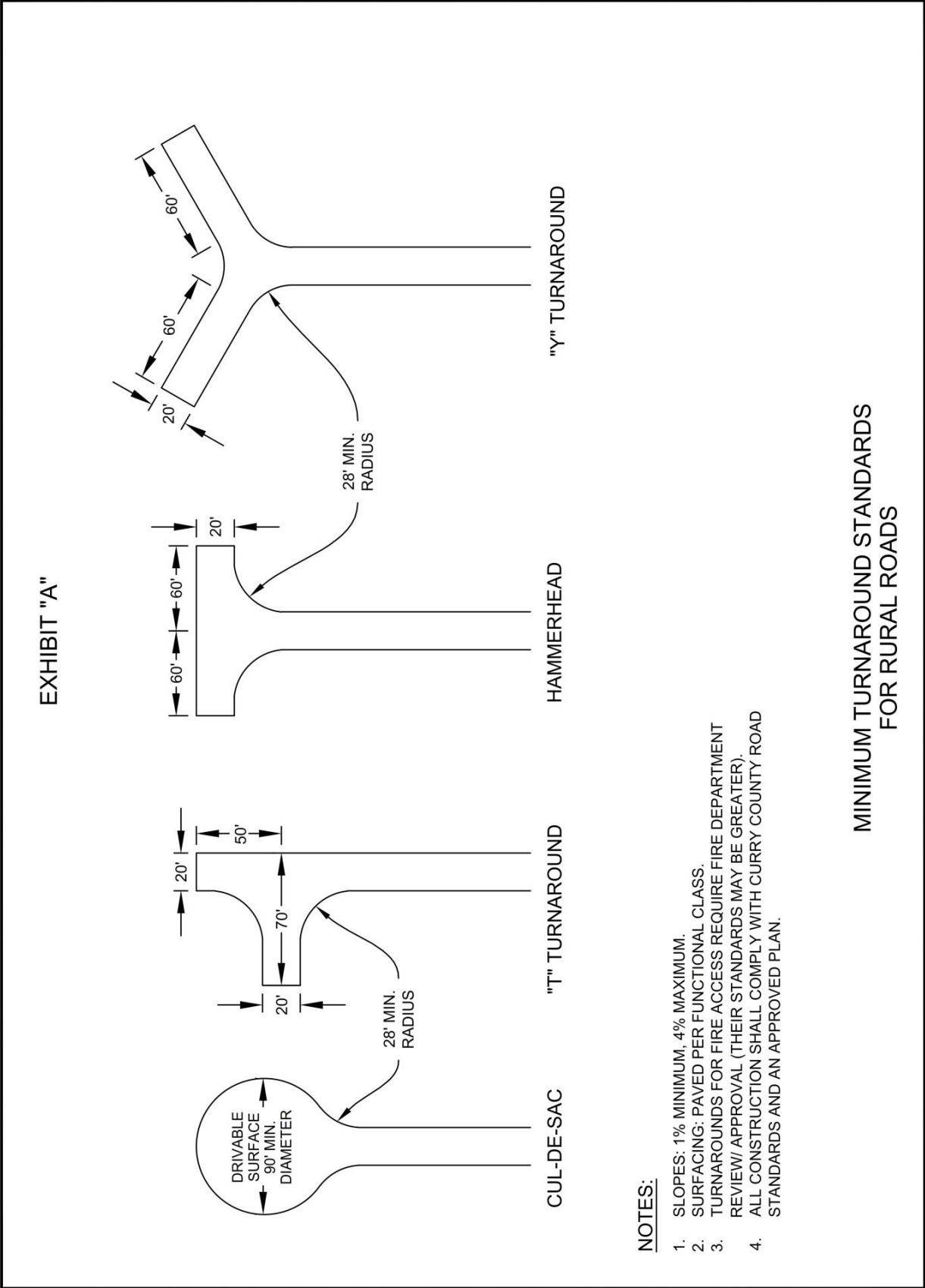


EXHIBIT "B" TO DIVISION ONE

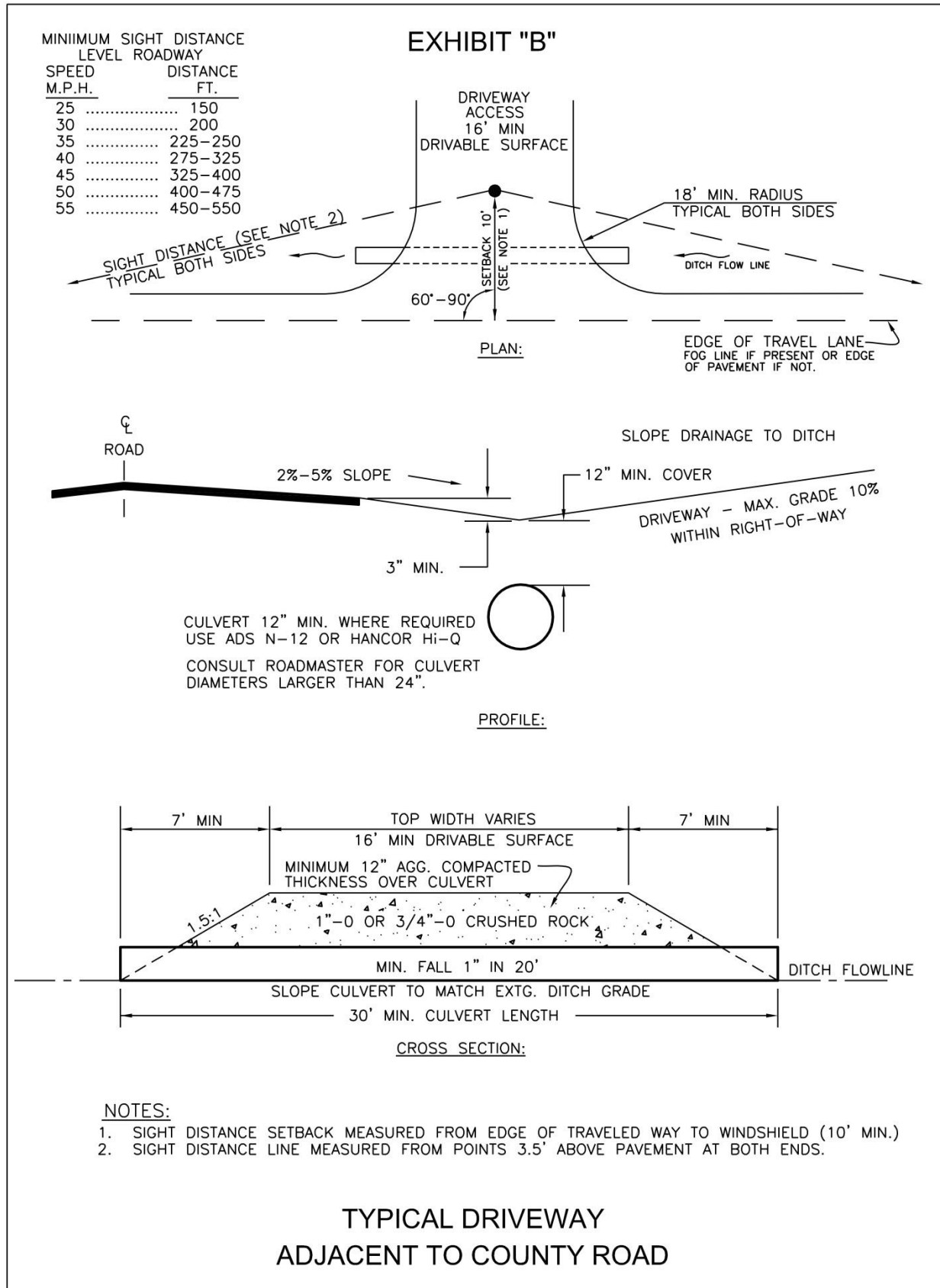
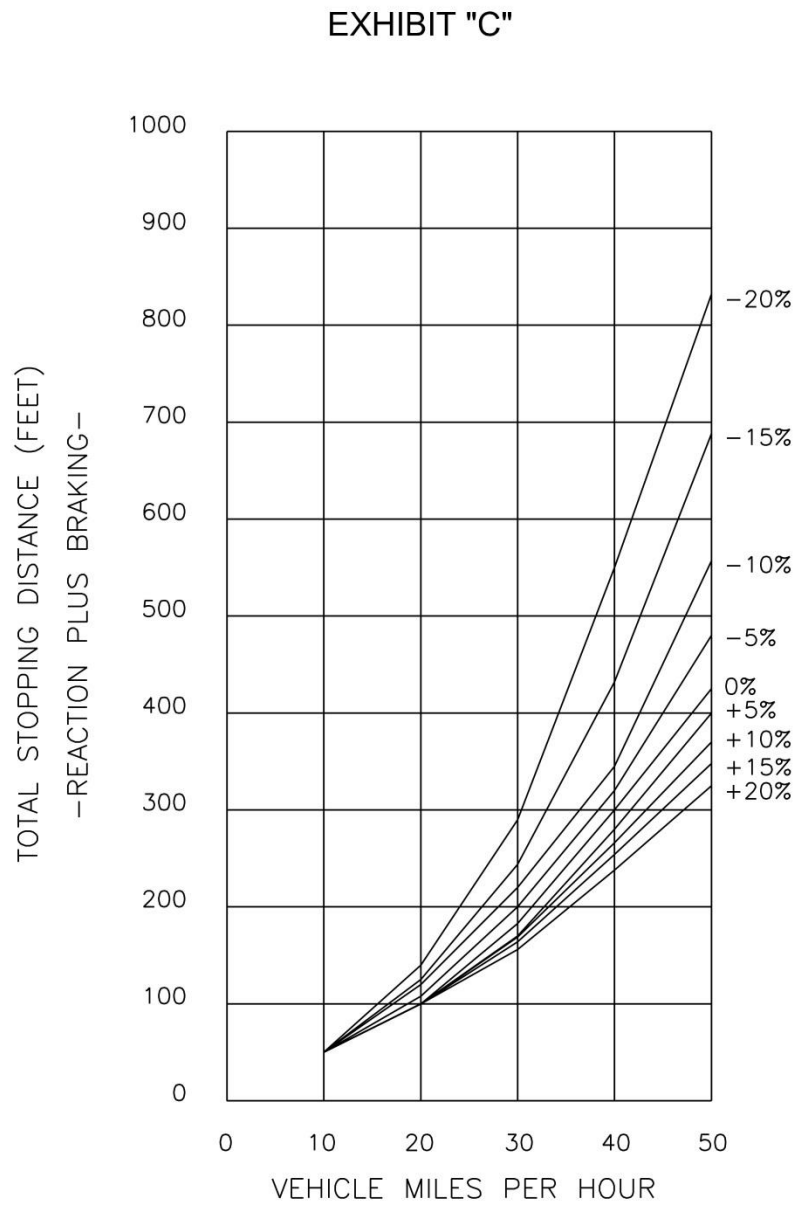


EXHIBIT "C" TO DIVISION ONE



BASED ON: $\frac{V^2}{30 (F+G)} = D$

GRADE EFFECT ON STOPPING DISTANCE

EXHIBIT "D" TO DIVISION FOUR

PERMIT REGULATIONS & CLASSIFICATION

APPLICATION FOR FACILITY PERMIT - EXAMPLE



APPLICATION FOR FACILITY PERMIT

(Subject to Conditions; Revocable)

CURRY COUNTY ROAD DEPARTMENT

28425 Hunter Creek Road
Gold Beach, OR 97444

PERMIT NO. _____

DATE: _____

TAX MAP _____

TAX LOT _____

PERMIT TYPE AND FEE COLLECTED:

_____ Driveway/Road Approach

_____ Road Encroachment

_____ Road Improvement

_____ Major

_____ Minor

_____ Special

_____ Utility

I, _____ hereby make application for a facility permit upon the right-of-way of
(Applicant's Name)

_____ Milepost (s) _____ in strict conformity to the
(Road Name-County Road Number)

exhibits attached hereto, subject to all terms, conditions, agreement stipulations, and provisions contained in the application and permit, and the rules and regulations regarding roads and rights-of-way, as set forth by the Curry County Code Article Three, and any other applicable regulations, law or ordinance.

DESCRIPTION OF FACILITY:

Signature _____

Mailing Address _____

Phone Number _____

City _____ State _____ Zip _____

Email Address _____

FACILITY PERMIT

SPECIAL PROVISIONS: The terms and specifications which apply to this permit are as shown on the attachment herewith and the permit conditions listed on the reverse side of this application. Noncompliance with these terms, specifications and conditions will result in revocation of this permit.

ATTACHMENTS FOR:

_____ Driveway/Road Approach

_____ Road Improvement _____ Utility

_____ Road Encroachment

_____ Special

ADDITIONAL REQUIREMENTS:

This permit shall be void unless the work herein contemplated shall have been completed before _____, 20____.

APPROVED:

_____ Approved _____

Issue Date

_____ Denied _____

Douglas M. Robbins, Roadmaster

INSPECTED:

Date _____ Approved _____

By _____ Denied _____

RETURN completed Permit Application to:

Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, OR 97444

- A.** This permit covers public right-of-way and/or County property only.
- B.** It is the responsibility of the permit holder to re-establish any survey monument, moved, destroyed, etc. while working within County right-of-way. Re-establishment of survey monuments must be done by an approved registered surveyor and all costs will be borne by the permit holder.
- C.** Notification to the Curry County Road Department is required 24 hours before beginning work under this permit - (541) 247-7097. Prior approval for modifications to permit specifications is required.
- D.** Failure of the permit holder to ensure strict conformance with all permit conditions shall be considered good and sufficient cause for revocation of the permit allowing work within the County road right-of-way. Permits may be terminated or suspended when the permit holder is found to have obtained a permit through misrepresentation of the facts or when, in the judgment of the Roadmaster, terms of the permit are being violated or public safety is threatened. Permits shall remain in effect until a change in land use occurs. The permit holder shall be responsible for the cost of design, installation or construction of additional roadway improvements and traffic control devices at any time in the future when the traffic generated by the use for which the access permit is authorized necessitate such installation in the interest of the public safety.
- E. **HOLD HARMLESS CLAUSE**** - The permit holder agrees that their performance under this permit is at their own sole risk and that they shall indemnify Curry County, its agents and employees and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with this permit, or from the permit holder's failure to perform fully hereunder, and the permit holder further agrees to defend Curry County, its agents, and employees, against all suits, actions or proceedings brought by any third party against them for which the permit holder would be liable hereunder.
- F.** The permit holder guarantees all restoration work for a period of one year from the date of completing the installation, except non-cement/sand slurry backfills under pavements shall be warranted for two years from the date of completing the installation.
- G.** Any sight posts, sign posts, or mailboxes that are removed will be replaced immediately in like condition in the same location and the area around them will be restored to a like or better condition.
- H.** As provided in O.R.S. 758.010 the Road Department, acting on behalf of the County Board of Commissioners, may designate where utilities may be located within a County road right-of-way and may order the location of such facility changed if deemed expedient.

DRIVEWAY/ROAD APPROACH PERMIT REGULATIONS - EXAMPLE

(Subject to Conditions; Revocable)

Name: _____ Permit No. _____
Phone: _____ Road _____
Email: _____ Mile Post _____
Twp. _____ Rng. _____ Sec. _____
Tax Lot(s) _____
Expiration Date _____

Compliance with the standard drawings attached hereto is required.

I. Materials

Culverts shall be double wall plastic (ADS N-12 or Hancor Hi-Q) pipe for diameters through 24". Consult with the Roadmaster for diameters larger than 24".

II. Construction Regulations

1. Obtain permit from the Curry County Road Department. Permits are to be signed by the property owner unless the contractor has an authorized paper signed by the property owner to obtain permits for them.
2. Absolutely no work is to begin without having the permit in hand. **ALL WORK IS TO BE COMPLETED BEFORE THE EXPIRATION DATE.**
3. Culvert shall be installed on straight lines, both vertical and horizontal, and have a minimum fall of 1" in 20 feet. Bell ends of pipe shall be placed facing towards the inlet end of the culvert. Any questions or problems regarding this paragraph shall be resolved **prior to proceeding with any further work.**
4. Flow line of culvert shall match the flow line of the ditch and allow for a minimum of 12" of cover over the culvert. Cover materials shall maintain a 2% slope away from the roadway to the back of the ditch. Cover material shall be 1"-0 or ¾"-0 crushed rock. Any questions or problems regarding this paragraph shall be resolved **prior to proceeding with any further work.**
5. The driveway/road approach shall intersect the County road as near to a right angle as possible.

6. The maximum grade of the driveway/road approach in the County right-of-way should be ten (10) percent and constructed so that the low point in the grade is over the culvert or so that the slope is away from the road to prevent storm water and surfacing materials from encroaching on the road shoulder.
7. For road approaches in curb and gutter sections of road, the curb cut construction must conform to the Department's standard drawing. Behind the curb a standard concrete apron must be constructed or the portion of the driveway on the right-of-way must be paved with asphaltic concrete. The County must inspect the forms prior to the concrete pour.
8. Call for final inspection.

III. General Provisions

1. The applicant declares that he or she is the owner or lessee of the real property abutting the above described County road and has the lawful authority to apply for this permit.
2. The County assumes no liability for any damage which may be caused to the approach due to routine road maintenance or road improvement. It shall be the responsibility of the holder of this permit to construct the approach to such lines and grades so as not to interfere with normal road maintenance operations.
3. A driveway/road approach permit may be denied when, in the opinion of the Roadmaster, lack of adequate sight distance would create a traffic safety hazard. The applicant may be required to remove brush, widen cut banks, relocate the proposed approach or otherwise satisfy sight distance requirements and to ensure that those distances are maintained. The minimum recommended sight distances for the estimated speed of the traffic are given below. The sight distance line shall be measured from points 42" above road surface at both ends.

Speed (mph)	Minimum Sight Distance (ft.)
25	150
30	200
35	225-250
40	275-325
45	325-400
50	400-475
55	450-550

4. Proper barricades and warning signs must be maintained at all times during construction by the holder of this permit so as to ensure the safety of the public.

5. The County road is to be restored to its original or to a better condition. All excess rock or dirt is to be removed from the traveled portion of the road by brooming or washing, as directed. Final clean-up is to be completed within one week after the approach is constructed.
6. Failure of the permit holder to construct the approach or approaches in strict conformance with all the provisions written herein, or with plans and standard drawings attached hereto, shall be considered good and sufficient cause for revocation of the permit allowing work within the County road right-of-way. Removal of the partially constructed approach or approaches shall be done at the applicant's sole expense.

ROAD ENCROACHMENT PERMIT REGULATIONS - EXAMPLE

(Subject to Conditions; Revocable)

Name: _____

Permit No. _____

Phone: _____

Road _____

Email: _____

Mile Post _____

Twp. _____ Rng. _____ Sec. _____

Tax Lot(s) _____

Expiration Date _____

General Conditions

This permit is subject to the below listed terms and conditions. Failure of the permit holder to ensure strict conformance with all permit conditions shall be considered good and sufficient cause for revocation of the permit allowing work within the County road right-of-way.

Description of Installation

Description goes here.

Location of Installation

_____ (see attached sketch)

Special Terms and Conditions

1. This permit is valid only for work within the scope and extent as described above.
2. The holder of this permit shall indemnify and hold the County of Curry harmless and blameless from damages that may be caused or contributed by the above described installations.
3. In the event that County maintenance and/or construction require additional utilization of the public right-of-way this permit may be revoked and the permit holder may be required, **at his/her own expense**, to relocate the facilities to accommodate the work contemplated by the County. Curry County will make reasonable effort to provide the permit holder prior notification of any such planned activity.

4. In the event that the above described installation, in the opinion of the Roadmaster, adversely affects public safety, the Roadmaster shall revoke this permit. In this event, the permit holder shall immediately, and **at his/her own expense**, provide for the elimination of said encroachment and other items associated with the above described installation.
5. Additional pertinent road encroachment permit terms and conditions will be issued with the permit as needed.

ROAD IMPROVEMENT PERMIT REGULATIONS - EXAMPLE

(Subject to Conditions; Revocable)

Name: _____

Permit No. _____

Phone: _____

Road _____

Email: _____

Mile Post _____

Twp. _____ Rng. _____ Sec. _____

Tax Lot(s) _____

Expiration Date _____

General Conditions

This permit is for a major/minor road improvement. This permit is subject to the below listed terms and conditions. Failure of the permit holder to ensure strict conformance with all permit conditions shall be considered good and sufficient cause for revocation of the permit allowing work within the County road right-of-way.

Description of Installation

Description goes here.

Location of Installation

_____ (see attached sketch)

Special Terms and Conditions

1. Traffic safety and convenience shall receive utmost consideration at all times. Permittee shall follow the attached signing plan.
2. The holder of this permit shall be responsible for all damages caused by any operations associated with the road improvement. All damaged areas shall be restored to an "as good as, or better than" condition as existed prior to the road improvement.
3. The holder of this permit guarantees all parts of the road construction for a period of two years from the date of completing the project.
4. The holder of this permit shall indemnify and hold the County of Curry harmless and blameless from damages that may be caused or contributed by the above described installation.

5. The County may order the work suspended as set forth in Section 180 of the Oregon Standard Specifications for Construction for any reason deemed to be in the public interest.
6. All work and materials shall conform to the Curry County Road Department specifications.
7. Each phase of construction (culverts, subgrade, base rock, etc.) shall be inspected and approved by the Road Department before proceeding with the next phase.
8. Detailed plans prepared and stamped by a professional engineer registered in Oregon shall be required for major improvements.
9. The contractor shall call the Road Department at (541) 247-7097 for subgrade and form inspections (24 hour notice).
10. Additional pertinent permit terms and conditions will be issued with the permit as needed.

SPECIAL PERMIT REGULATIONS - EXAMPLE

(Subject to Conditions; Revocable)

Name: _____

Phone: _____

Email: _____

Permit No. _____

Road _____

Mile Post _____

Twp. _____ Rng. _____ Sec. _____

Tax Lot(s) _____

Expiration Date _____

Failure of the permit holder to ensure strict conformance with all permit conditions shall be considered good and sufficient cause for revocation of the permit allowing work within the County road right-of-way.

Pertinent special permit conditions will be issued with the permit as needed.

UTILITY PERMIT REGULATIONS - EXAMPLE

(Subject to Conditions; Revocable)

General Conditions

1. This permit is granted for use only on roads under the jurisdiction of the Curry County Board of Commissioners and is not valid upon any federal highway, state highway, city or town street, or any road not in the County road system of Curry County.
2. As provided in O.R.S. 758.010 the Road Department, acting on behalf of the County Board of Commissioners, may designate where utilities may be located within a County road right-of-way, and may order the location of such facility changed if deemed expedient.
3. Permittee shall be responsible for all damages caused by any operations associated with the utility installation. All damaged areas shall be restored to an "as good as, or better than" condition as existed prior to the utility installation.
4. By acceptance of this permit, permittee agrees to be responsible for all permit conditions, including the attached special conditions, and said responsibility shall survive the suspension or termination of this permit.
5. Utility permit applications shall be accompanied by 2 sets of plans or a sketch that accurately depicts and locates the work to be done so that someone unfamiliar with the work can determine the location of the installation. Said plans shall be adhered to unless written permission to vary is granted by the Roadmaster.

Special Conditions

Compliance with the applicable "Special Conditions for Underground Utilities Within County Road Rights-of-Way", "Special Conditions for Underground Electric Power Line Installation Within County Road Rights-of-Way" and/or "Minimum Signing Requirements for Construction and Maintenance Areas" is required.

SPECIAL CONDITIONS FOR UNDERGROUND UTILITIES WITHIN COUNTY ROAD
RIGHTS-OF-WAY

1. MAXIMUM LENGTH OF OPEN TRENCH

Unless otherwise approved by the Roadmaster, backfilling of longitudinal trenches shall be accomplished so that no more than 200 feet of trench is left open at any time. No more than half the road may be closed at any time for either longitudinal or transverse trenches.

2. CEMENT/SAND SLURRY BACKFILL AND BACKFILL MAINTENANCE

All paved surface cuts shall be backfilled with 1 sack cement/sand slurry poured at a 6"-8" slump. Slurry shall extend from the pipe zone to finish grade and be plated with 1/2" minimum steel plates of sufficient width to overlap the trench by 6". "BUMP" signs must be placed on either side of the plates to warn traffic. The slurry backfill is to stand on the angle of repose or it may be vertical if the edges are formed first. The edge of the slurry shall extend one foot outside of the edge of pavement. Steel plates shall be left in place until slurry is set. Plywood may not be used for traffic to pass over.

The surface of backfilled trenches using an alternate backfill material on larger longitudinal trenches shall be watered and graded as often as necessary to keep the travel way smooth and dust free. If required by the Roadmaster, an approved dust palliative shall be applied.

3. TEMPORARY PAVEMENT REPLACEMENT

Cross trenches or other local pavement cuts shall be repaved immediately unless the contractor chooses to wait until all trenching and backfilling is completed. Temporary asphalt covering (cold mix) may be constructed. The temporary surfacing shall be removed in its entirety before placement of the permanent pavement.

4. COMPACTION TESTING

Compaction testing shall proceed within a short distance behind the compaction phase. Permittee shall perform the testing at such locations and elevations as will be representative of the entire backfill. Final decision as to the location and frequency of testing shall reside entirely with the County Roadmaster or his authorized representative.

Areas showing failing compaction tests shall receive further attention without undue delay. Further attention may involve additional compactive effort, other compactive method or removal of the backfill material. In no case shall the main excavation phase proceed until the failing section has been corrected unless otherwise approved by the County Roadmaster.

5. ROAD RESTORATION REQUIREMENTS

Restoration is the process of bringing a roadway as near as possible to the life and structural section a road had prior to construction. It is also part of maintaining a safe surface for driving (i.e. consistent road surface types for braking and turning maneuvers). Typically the County has three (3) major types of restoration.

- Tee cut
- Grind and inlay
- Overlay

The restoration requirements on the permit/plans approved by the County should be considered as best case. They will be the standards used if the construction does not cause any extra damage, the trench walls do not cave in, no modifications to the alignment, and no conflicts are discovered.

The restoration requirements are based on several items including:

- Current condition of the road based on a pavement condition index (PCI) as determined on a regular basis (usually every 2 years) by the County
- Functional classification of the road
- Next regularly scheduled maintenance
- Site conditions (curves, road hazards, signage, and speed zone)
- Professional engineering judgement

When an open trench cut is proposed on a road which is scheduled to be surfaced within the next six (6) months, a tee cut shall be required.

When an open trench cut is proposed on a road which has a PCI greater than eighty (80), and it is not scheduled to be surfaced within the next six (6) months, a grind and inlay will be required.

When an open trench cut is proposed on a road which has site conditions such as sharp curves, road hazards, or in a school zone, an overlay may be required.

When an open trench cut is proposed on a road which has been surfaced within the last five (5) years, open cuts may not be allowed. At the County's discretion, tap and bores may be allowed with a grind and inlay for any bore pit.

6. PROSECUTION AND PROGRESS OF ROAD RESTORATION

Traffic safety and convenience shall receive utmost consideration at all times. Permittee shall ensure that road restoration work is prosecuted diligently and completed as quickly as practicable after trench compaction and testing. On lengthy projects, complete road restoration may be required on one section prior to continuance of the excavation phase on another.

7. INSPECTION AND SUPERINTENDENCE

When required by the Roadmaster, permittee shall provide for a full time representative on the project. The representative shall be an experienced inspector or engineer who will be responsible to ensure compliance with the contract documents and the County's General and Special Conditions of the project permit.

In case of conflict between the project plans and contract documents and the "Terms and Conditions of this Permit", the latter shall prevail.

8. STANDARDS AND SPECIFICATIONS

Except as otherwise shown or referred to in these Special Conditions, or as otherwise approved by the Roadmaster, all work and materials affecting roads and road structures shall conform to the Curry County Road Standards. Said standards and specifications include, by reference, the Oregon Department of Transportation "Oregon Standard Specifications for Construction" and the Federal Highway Administration "Manual on Uniform Traffic Control Devices" (MUTCD.).

9. CLEANUP AND REPAIR

All areas affected by the construction shall be brought to an "As good as or better than" condition prior to completion of the project. Repairs shall include, but are not limited to:

A. Roadway Repairs

In addition to road reconstruction within the trench area, the permittee shall ensure the repair of any other pavement, base material or subgrade damaged as a result of project operations. This includes damage to shoulders and pavement edges caused by detouring traffic and equipment around the work area. In case of excessive damage, reconstruction or an asphaltic overlay may be required.

B. Replacement of Contaminated Gravel

All gravel surfaces contaminated with mud, dirt, oversize rock or other foreign material shall be removed and replaced with 3/4"-0 crushed rock meeting the requirements hereinabove set forth.

C. Slopes and Roadside Ditches

Slopes and roadside ditches shall be trimmed, smoothed and compacted to the original lines and grades.

D. Driveways, Culverts and Ditches

Driveways, culverts and ditches shall be replaced to the original lines and grades.

E. General Cleanup

The contractor shall at all times during the work keep the roadway clean and orderly. All broken pavement, concrete, excess excavation material or other objectionable material shall be promptly removed from the County road right-of-way.

10. MISCELLANEOUS CONDITIONS

A. Detours

All requests for detours shall be submitted well in advance with a detour plan showing traffic signing proposed. No detour will be permitted until approval of the plan by the County Roadmaster. When the plan is approved the permittee shall notify all emergency agencies, school districts and postal carriers concerning the location and duration of the detour.

B. Backfill Compaction by Water Settlement Method

The use of the water settlement method of compaction for certain granular materials, as noted on the typical section, may be allowed under the following conditions:

1. Permittee shall, prior to backfilling any significant portion of trench, demonstrate by approved testing methods that the specified compaction is obtainable. Excessive groundwater infiltration or retainage of water in the backfill material will not serve as sufficient reason for not achieving specified compaction.
2. Water settling (jetting or ponding) shall proceed within a short distance behind the backfilling operation. Lateral trenches, other new excavation or re-excavation which may occur at a later time shall be compacted separately and, if necessary, by mechanical means in order to achieve the specified compaction.
3. Compaction testing shall proceed within a short distance behind the compaction phase. Permittee shall perform the testing at such locations and at such elevations as shall be representative of the entire backfill. Final decision as to the adequacy and frequency of testing shall reside entirely with the County Roadmaster or his authorized representative.

4. Areas showing failing compaction tests shall receive further attention without undue delay. Further attention may involve additional water settlement, dewatering, other compactive methods or removal of the backfill material. In no case shall the main excavation phase proceed until the failing section has been corrected unless otherwise approved by the County Roadmaster.

C. Pavement Replacement

Immediately prior to patching the trench with asphaltic concrete, the existing pavement shall be neatly cut with a pavement saw or other approved breaker. All cracked or ravelled pavement shall be removed without creating abrupt jogs in the cut line. Pavement trimming, finishing of the gravel surface, tacking the edges and pavement replacement shall be performed only under the immediate supervision of the Roadmaster or his authorized representative. Unless otherwise approved by the Roadmaster, all trenches within a paved travelled way shall be resurfaced with asphaltic concrete within 10 calendar days after testing and approval of the backfill. The finished surface of the new pavement, when tested with a 10-foot straightedge, shall not vary from the testing edge by more than 1/4 inch at any point. The top course of asphalt shall be constructed only by workmen thoroughly familiar with asphalt finishing work.

An emulsified asphalt fog coat of the entire paved surface may be required after the asphaltic concrete patching has been completed on projects having numerous cross trenches or where there has been extensive damage to the surface. The fog coat shall be CQS-1h emulsified asphalt mixed at a 1 to 1 ratio with water according to the manufactures directions. Apply the fog coat at a rate of 0.11 gallons per square yard.

On longitudinal trenches, unless otherwise approved by the Roadmaster, the existing pavement shall be removed and replaced to full paving machine width (normally 10 feet). Drag boxes or other pull-type asphalt spreaders will not be permitted for longitudinal trench pavement replacement.

D. Manhole and Valve Box Adjustment

Manholes, valve boxes and similar structures shall be raised to finish grade after paving is completed. The structure surface shall be no greater than 1/4 inch higher or lower than the surrounding surface when tested with a 10-foot straightedge. Level 3, 1/2" dense HMA asphaltic concrete may be used to fill in the void around the structure unless otherwise directed by the Roadmaster. If the Roadmaster so requires, concrete collars shall be constructed in accordance with the department's standard drawings "CONCRETE COLLARS FOR MANHOLES" and/or, "CONCRETE COLLARS FOR MONUMENT/VALVE BOXES". Usually, concrete will only be required (a) when it is impractical to maintain adequate working temperature for asphaltic concrete and (b) where the

structure configuration fails to provide adequate support to prevent being displaced by traffic.

11. SPECIAL CONDITIONS FOR UNDERGROUND ELECTRIC POWER LINE
INSTALLATION WITHIN COUNTY ROAD RIGHTS-OF-WAY

Longitudinal power line installations shall not be allowed within the roadbed section, including ditches, unless the conditions are such that installation outside the ditch line would present an extreme difficulty. The burden of proving "extreme difficulty" shall lie with the applicant.

When located outside the roadbed section, the cable shall be placed as near the right-of-way line as possible while maintaining a generally uniform distance from the road centerline.

Warning signs shall be placed at frequent intervals over the cable, including both sides of road crossings.

The minimum depth for power cables shall be not less than 36 inches below the flow line of the roadside ditch. Where no ditch is present or where the proposed utility will be located a minimum of 5 feet from the ditch, the 36 inch bury depth shall be measured from the existing ground surface. **Under no circumstances shall the depth of power cable be less than 36 inches unless contained in steel conduit pipe.**

12. NORMAL WORKING HOURS

Working hours for the permitted work shall be between 6:00 a.m. to 10:00 p.m. on weekdays. Work on weekends or holidays must be approved by the Roadmaster. The permittee may be required to reimburse the County for inspection costs for any work that is permitted outside of normal departmental working hours.

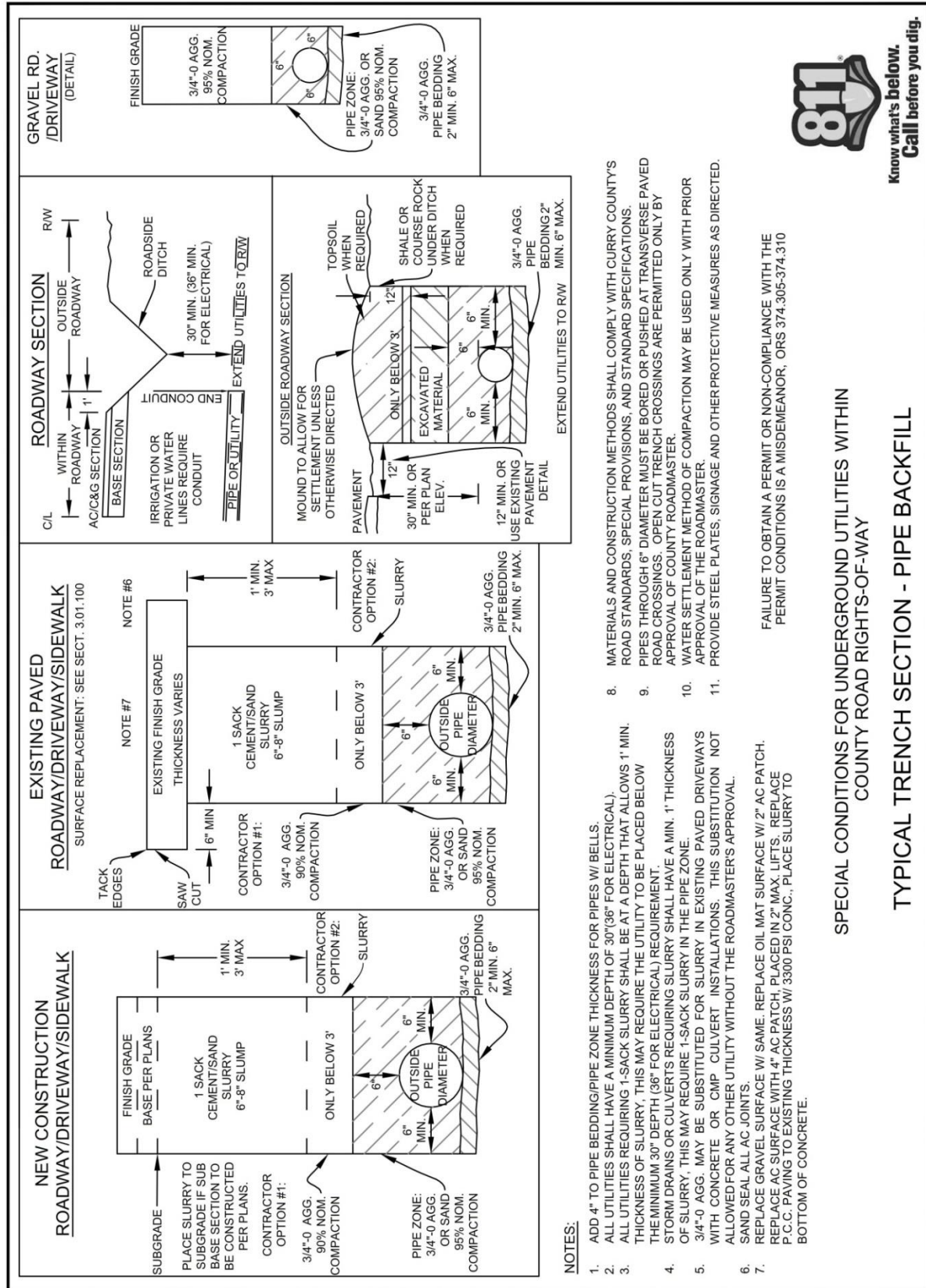
REVOCATION OF PERMIT

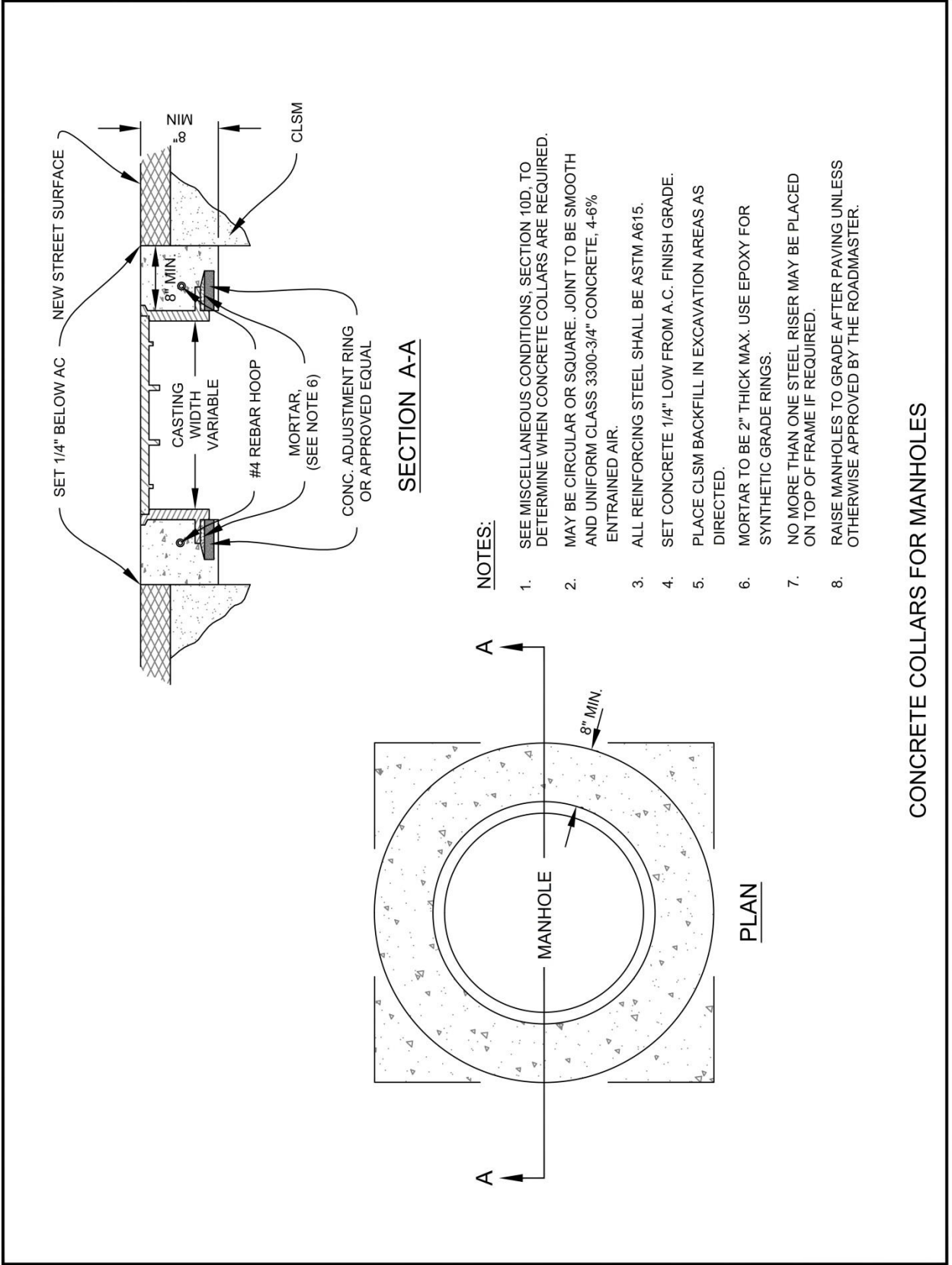
Failure of the permit holder to ensure strict conformance with all permit conditions shall be considered good and sufficient cause for revocation of the permit allowing work within the County road rights-of-way.

Revocation of the permit will result in a "STOP WORK ORDER" on all or portions of the project.

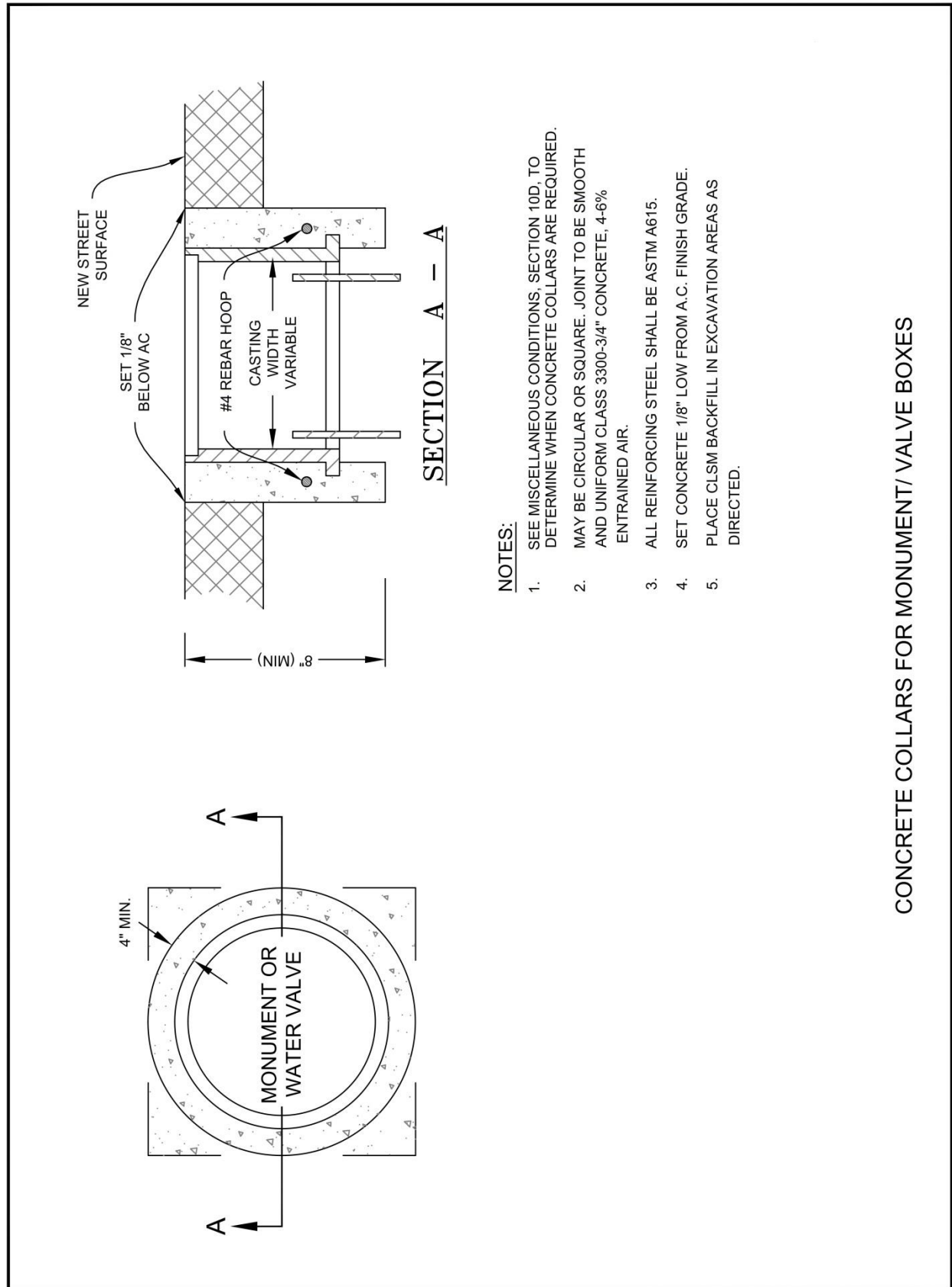
Work performed within the County road right-of-way without a valid permit is a violation of Curry County Code and is enforceable pursuant to Article 10 of the Curry County Code. For any person who causes or maintains a condition in violation of Curry County Code, Article Three, every day during which such unlawful condition is thus maintained or continued after citation or notice of violation has been given may be charged as a separate offense.

STANDARD DRAWINGS



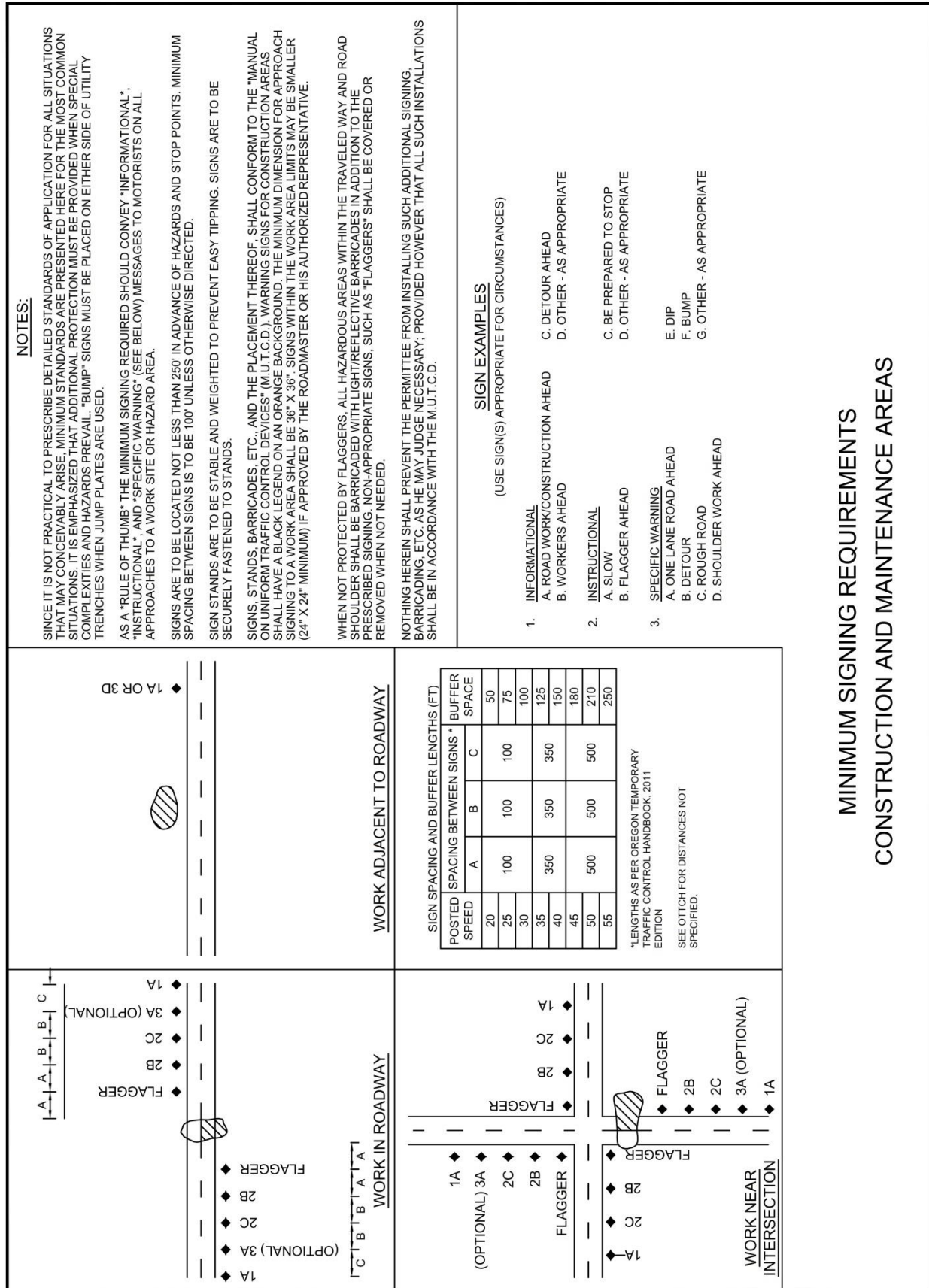


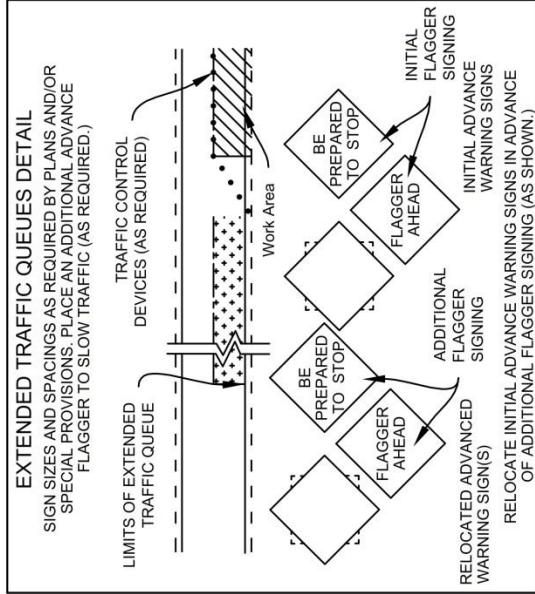
CONCRETE COLLARS FOR MANHOLES

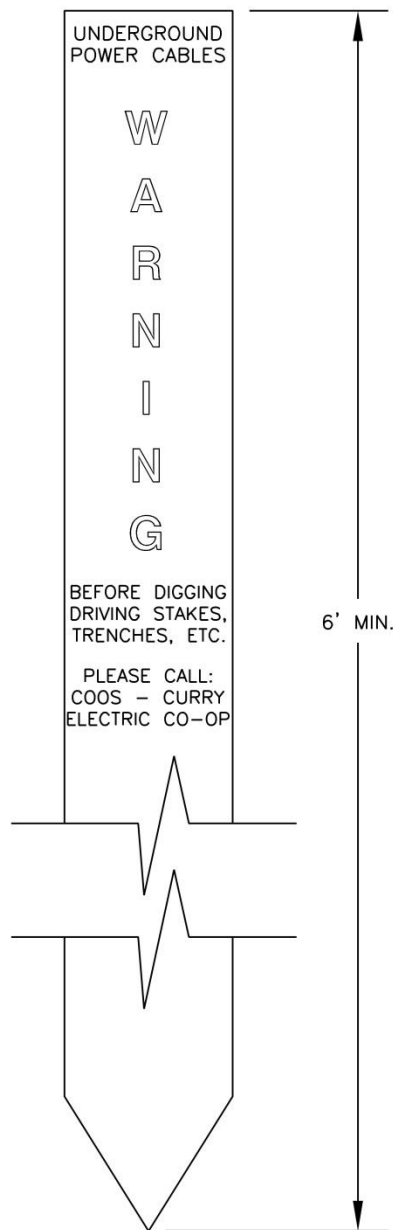


CONCRETE COLLARS FOR MONUMENT/ VALVE BOXES

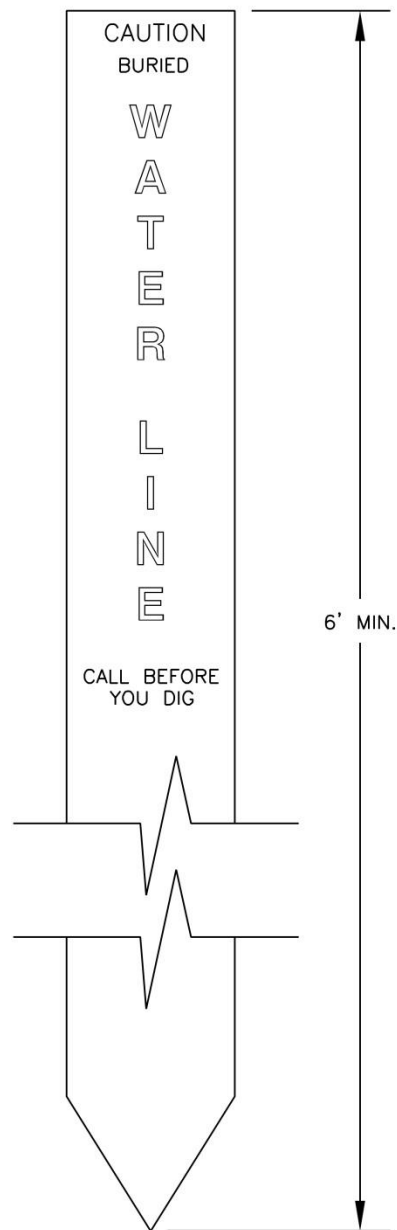
EXHIBITS





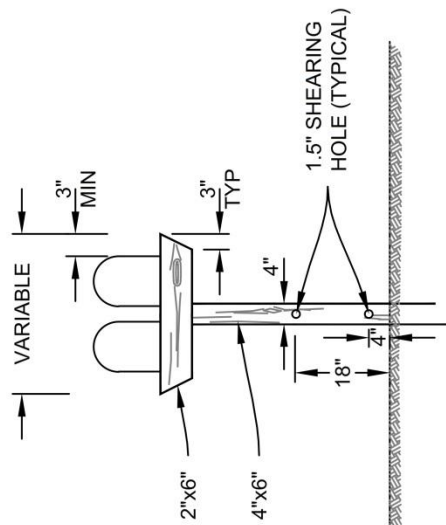
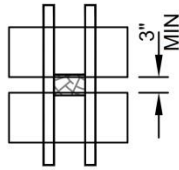


CALL YOUR LOCAL COOS-CURRY
CO-OP OFFICE TO OBTAIN THIS
POST AND INSTALLATION INSTRUCTIONS



THIS IS A MINIMUM STANDARD FOR
A BURIED WATER LINE MARKER. IT IS
THE PERMITTEE'S RESPONSIBILITY TO
TO PROVIDE THIS MARKER.

UNDERGROUND CABLE AND WATER WARNING SIGNS

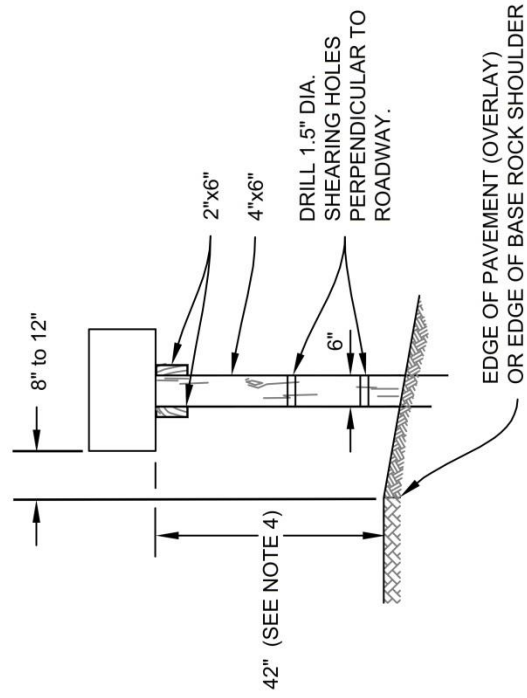


NOTES:

1. ALL LUMBER SHALL BE PRESSURE TREATED DOUGLAS FIR OR WESTERN HEMLOCK.
2. ALL POSTS TO BE SET AT A MINIMUM OF 24" BELOW SURFACE OF THE GROUND.
3. REINSTALL NEWSPAPER BOXES ON NEW MAILBOX POST OR AS DIRECTED.
4. VERIFY BOX HEIGHT ABOVE ROAD SURFACE WITH POSTMASTER.

SINGLE UNIT

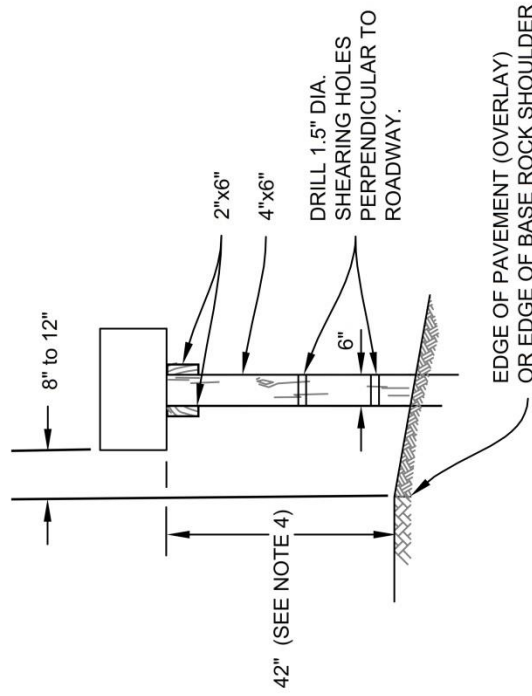
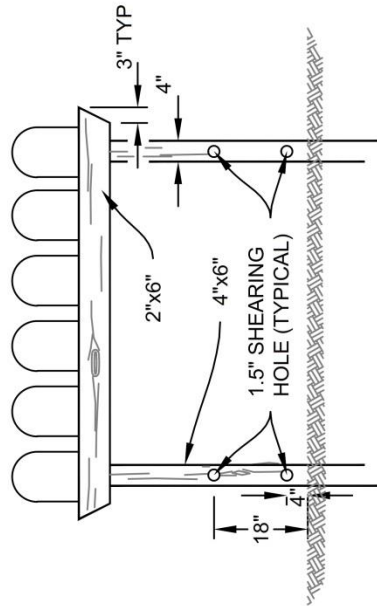
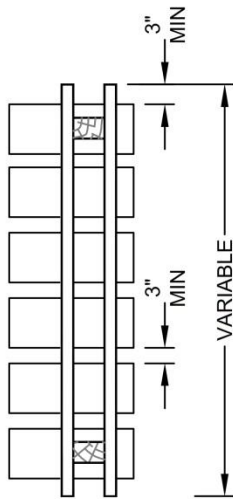
1 POST - 3 BOXES MAX



MAILBOX STAND - SINGLE

MULTIPLE UNIT

2 POSTS



NOTES:

1. ALL LUMBER SHALL BE PRESSURE TREATED DOUGLAS FIR OR WESTERN HEMLOCK.
2. ALL POSTS TO BE SET AT A MINIMUM OF 24" BELOW SURFACE OF THE GROUND.
3. REINSTALL NEWSPAPER BOXES ON NEW MAILBOX POST OR AS DIRECTED.
4. VERIFY BOX HEIGHT ABOVE ROAD SURFACE WITH POSTMASTER.

MAILBOX STAND-MULTIPLE

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

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Recruit and Hire an Interim County Administrator**AGENDA DATE^a:** 07-05-2017 **DEPARTMENT:** BOC **TIME NEEDED:** 10 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Commissioner Gold **PHONE/EXT:** 3260 **TODAY'S DATE:** 06-27-2017**BRIEF BACKGROUND OR NOTE^b:** Purpose: Organize County management and administrative tasks to promote a smooth transition to a permanent County Administrator.^bIndicate 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) Impacts all departments EXCEPT Sheriff, Counsel, and District Attorney3. 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:** Old 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**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Adoption of an Existing Position Description - Emergency Management Coordinator**AGENDA DATE^a:** 07/05/17 **DEPARTMENT:** Finance/P/R **TIME NEEDED:** 5 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/27/17**BRIEF BACKGROUND OR NOTE^b:** This clarifies the duties of the position and changes the job title from Emergency Services Coordinator to Emergency Management Coordinator. No need for Salary Evaluation Committee Review. Also need to determine who the supervisor will be.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Order

(1)Order

(2)Job descriptionl

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) Whichever department that will supervise
3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

Email:

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

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

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

**IN THE MATTER OF ADOPTING A
POSITION DESCRIPTION FOR AN
EXISTING POSITION**

)
)
)

ORDER NO:_____

WHEREAS, it is the recommendation of Julie Swift, Payroll & Personnel Coordinator, that the attached position description be adopted for the following position:

Emergency Management Coordinator
Position Title

E-10
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of July 5, 2017. This description replaces any previous description approved for this position.

Dated this ___ day of _____, 2017.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Sue Gold, Vice Chair

Court Boice, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Emergency Management Coordinator

EXEMPT: Yes

SALARY LEVEL: E-10

SUPERVISOR:

PREPARED BY: Emergency Services Coordinator

June 2017

POSITION SUMMARY:

Plans, organizes, and coordinates operations of Curry County Emergency Management.

Evaluates, reviews, and updates the Emergency Operations Plan, the Natural Hazards Mitigation Plan, and all associated or subservient plans.

Manages material, staff, and other resources for the Emergency Operations Center.

Coordinates damage assessment and emergency reporting activities.

Provides Disaster related public education activities.

Formulates or support training, exercises and education for responder agencies.

Responsible for training and information sharing to the Emergency Management Organization agencies.

Acts as County liaison to various disaster assistance, resource management, emergency response, and like organizations.

Performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Including the following, other duties may be assigned as required.

1. Prepares, justifies, and presents annual Emergency Management budget to the Curry County Budget Committee.
2. Reviews and monitors expenditures to remain within established budgetary constraints.
3. Evaluates the effectiveness and efficiency of department programs and operations.
4. Develops and revises work plans for State and Local agreements and prepares quarterly reports on work completed and reimbursement reports for grant.
5. Develops and maintains cooperative working relationships with other agencies in the area of planning, mitigation, response, and recovery.

JOB DESCRIPTION
JOB TITLE: Emergency Management Coordinator - Page 2

6. Prepares and delivers public education presentations regarding hazards specific to Curry County.
7. Meets with community groups, private and public agencies, and professional organizations to plan for, respond to, and recover from natural or technical disasters.
8. Develops Homeland Security Grants, produces reports and maintains inventory of material.
9. Maintains inventory of communications equipment
10. Conducts any activity that may pertain as the need arises.
11. Is on call 24 hours a day, seven days a week for response if need arises.

SUPERVISORY RESPONSIBILITIES:

May supervise a multitude of volunteers.

QUALIFICATION REQUIREMENTS:

Knowledge of -

Budget preparation and record keeping.
Planning and organizing of response activities.
Other programs and resources available in Curry County and communities throughout the state that would help plan for, mitigate against, or respond to disasters.
Hazards that could affect Curry County.
Federal and state laws that pertain to emergency management.

Skills in -

Computer usage
Working with agencies and individuals in the community and coordinating varied efforts of the emergency operations plan.

Ability to -

Plan, organize and direct work to meet overall objectives and goals.
Establish and maintain effective working relationships with local professionals, civic groups, law enforcement, officials on city and county level, and the general public.

JOB DESCRIPTION
JOB TITLE: Emergency Management Coordinator - Page 3

Communicate effectively both verbally and in writing.

Willingness to -

Be on call 24 hours a day as needed.

EDUCATION/ TRAINING/EXPERIENCE:

Bachelor's degree, Certified Emergency Manager Certification, or four years of experience in a field related to emergency management; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

SPECIAL REQUIREMENTS:

Possession of a valid Oregon Driver's License.

Ability to obtain the following certifications within the first year of employment:

ICS – 700, 800, 100, and 200

EMI's Professional Development Series

And continue certifications toward the Oregon Emergency Management ***Basic Applied Practices Series***

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

INFORMATION:

Curry County Sheriff's Office (CCSO) complies with the Federal Prison Rape Elimination Act (PREA). PREA prohibits CCSO from hiring, or promoting anyone who has engaged in, been convicted of, or been civilly or administratively adjudicated for engaging in sexual abuse in Institution settings. These include a jail, prison, or other correctional facility (including juvenile corrections) AND any institution or facility where people are residing for the purpose of receiving care or treatment (e.g., adjudicated delinquent, neglected, placed in State custody, mentally ill or disabled, chronically ill, or physically disabled, etc.). These include skilled nursing care, intermediate or long-term care, or custodial or residential care (e.g., group home, rehabilitation, assisted living/nursing home, hospice, etc.).

This standard requires CCSO to conduct background checks on all applicants considered for employment or promotion to consider any incidents of substantiated allegations of sexual abuse or sexual harassment in determining whether to hire or promote anyone who may have contact with inmates.

For more information regarding PREA please visit: <http://nicic.gov/PREA>.