



**CURRY COUNTY
BOARD OF COMMISSIONERS**

94235 Moore Street
Gold Beach, Oregon

(541) 247-3296

BOC_Office@co.curry.or.us

www.co.curry.or.us

**AGENDA
BOC BUSINESS MEETING**

January 3, 2024

6:00 p.m.

Items may be taken out of sequence to accommodate staff availability and the public.

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. AMENDMENT AND APPROVAL OF THE AGENDA**
- 3. ELECTION OF BOARD OF COMMISSIONERS OFFICERS FOR 2024 (Pg. 1)**
- 4. PUBLIC COMMENTS**

To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting, or email public comments during the meeting to BOC_Office@co.curry.or.us. Public comments are limited to three (3) minutes per speaker.
- 5. CONSENT AGENDA**
 - A. Approve Minutes for Business Meeting on December 21, 2023 (Pg. 3)
 - B. Approve 2024 Meeting Schedule (Pg. 6)
 - C. Approve Temporary Pay Increase - C. Gage (Pg. 9)
- 6. DISCUSSION/ACTION ITEMS**
 - A. Jail Inspection Discussion (Pg. 11)
 - i. Jail Inspection Findings
 - B. 4-H Extension Service District Letters (Pg. 22)
 - i. HMW CPAs & Associates, LLC Letter
 - ii. Management of Fiscal Affairs Disclosure
 - C. Approve Curry County Employment Application (Pg. 27)
 - i. Updated Employment Application
 - D. Approve Intergovernmental Agreement with Port of Brookings-Harbor (Pg. 35)
 - i. Intergovernmental Agreement
- 7. ELECTED OFFICIAL UPDATES**

8. COMMISSIONER UPDATES

- A. Commissioner Alcorn
- B. Commissioner Herzog
- C. Commissioner Trost

9. EXECUTIVE SESSION

- A. 192.660(2)()

10. OTHER

ORS 192.640(1) provides that "... notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

11. ADJOURN

*Meetings are recorded and will be available on YouTube – Curry County Civic TV.
To make a public comment, please submit a Speaker's Slip to the Chair prior to the start of the meeting,
or email public comments during the meeting to BOC_Office@co.curry.or.us.
Auxiliary aids will be provided upon request with 48-hour advance notification.*



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
January 3, 2024		Appointment of Board of Commissioners Officers	
Time Needed:			
Financial Impact:		Description and Background:	
		Annually, the Board of Commissioners appoint a Board Chair and Vice	
Category:		Chair. This is in compliance with ORS 203.240 which dictates that the	
<input type="checkbox"/>	Action/Discussion	County Governing Bodies shall appoint a Chair person to serve until the first	
<input type="checkbox"/>	Consent	Monday in January following the appointment. If no appointments are made,	
<input type="checkbox"/>	Executive Session	the longest serving Commissioner is declared as Chair.	
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Attachments:		Instructions Once Approved:	
1. Order			
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	

In the Matter of an Order Appointing)
Board of Commissioners Officers Chair) ORDER NO. _____
and Vice Chair)

2



CURRY COUNTY BOARD OF COMMISSIONERS

Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

BUSINESS MEETING MINUTES

December 21, 2023

Please note: For detailed information on any agenda item refer to Audio/Video.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order 6:00 p.m.; present were Chair John Herzog, Vice Chair Brad Alcorn, and Commissioner Jay Trost

Staff present: Director of County Operations and County Counsel Ted Fitzgerald, County Counsel Assistant Rabiah Lee, and Administrative Assistant Natasha Tippetts

The Pledge was recited by all.

2. AMENDMENT AND APPROVAL OF THE AGENDA

Commissioners discussed a letter that was brought forth by Treasurer Dave Barnes to the Department of Administrative Services Statewide Financial Management Services. The provided letter would approve Treasurer Barnes and Deputy Treasurer Vicino to be signatories. Commissioners added this to the Consent Agenda.

Economic Development Director, Miranda Plagge, requested item 6A be removed.

County Counsel, Ted Fitzgerald expressed the need to remove item 6C after being contacted by the Wild Rivers Animal Rescue attorney.

Commissioner Alcorn requested Ted Fitzgerald as Director of County Operations to provide a brief update on County operations. Item is set to be added to 6A (replacing Rural Roots Contract).

Trost motioned to approve the agenda as amended. Alcorn seconded. Motion carried unanimously.

3. PUBLIC COMMENTS

- Julie Hopkins – Spoke on behalf of Wild Rivers Animal Rescue.
- Amanda Trover – Spoke on behalf of Wild Rivers Animal Rescue.
- Kim Schlack – Spoke on behalf of the Wild Rivers Animal Rescue.
- Barbara Williams – Expressed opinion on Wild Rivers Animal Rescue services.
- Becky Jacobs – Expressed opinion on Wild Rivers Animal Rescue services.
- Audrey Trevaskis – Expressed opinion on Wild Rivers Animal Rescue services.
- Nancy Chester – recused Public Comment Form

- Vicky Shaw – Recused Public Comment Form
- Garry Wiatt – Expressed opinion on Wild Rivers Animal Rescue services.
- Mark Nast – Expressed opinion on Wild Rivers Animal Rescue services.

4. CONSENT AGENDA

- A. Approve Minutes for Business Meeting on December 6, 2023
- B. Approve Minutes for BOC-DCO Meeting on November 2, 2023
- C. Approve Minutes for BOC-DCO Meeting on November 10, 2023
- D. New Hire - Donaldson
- E. New Hire – Srimongkol
- F. New Hire – Romsa
- G. Appoint Fair Board Member - Donaldson
- H. Approve SPIRE Grant – Aquatic Safety
- I. Appoint Flood Hazard Administrator
- J. Appoint Mountain Drive Special District Member
- K. Approve letter to Department of Administrative Services – Signatory Authority

Trost motioned to approve the Consent Agenda as amended. Alcorn seconded. Motion carried unanimously.

Chair Herzog called a break at 6:33 p.m
Regular Session proceeded at 6:45 p.m.

5. PUBLIC HEARING

- A. Amendment to County Fee Schedule (County Clerk)
 Ted Fitzgerald provided background information from Agenda Routing Slip

Chair Herzog opened Public Hearing. No comments were made. Chair Herzog closed Public Hearing.

Trost motioned to approve the proposed fees for the Curry County Clerk’s Office. Alcorn seconded. Motion carried unanimously.

6. DISCUSSION/ACTION ITEMS

- A. Director of County Operations update

Director of County Operations, Ted Fitzgerald provided an update on County operations. Communication with Department Heads and Electeds have been going well. Many changes have been made in regards to staffing and procedures for efficiency.

Commissioner Trost commented on the different meetings with Department Heads and Electeds that have created significantly better communication. Relationships between staff and Electeds are building and will hopefully create a better line of communication out to the public.

B. ODOT Agreement – N. Bank Rogue River Road
Chair Herzog read Agenda Routing Slip information

Trost motioned to approve the ODOT ER Agreement. Alcorn seconded. Motion carried unanimously.

7. ELECTED OFFICIAL UPDATES

Treasurer Barnes – Expressed gratitude towards the Board for including his last minute item on the Consent Calendar.

8. COMMISSIONER UPDATES

Alcorn – Expressed concerns for social media comments.

Herzog – Wished everyone a Merry Christmas and Happy New Year.

Trost – Provided update on the Nelson Research. Commended Commissioner Alcorn for being able to live stream on Facebook and keep citizens informed as much as possible.

9. OTHER *(ORS 192.640(1) "... notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.")*

10. ADJOURN

Chair Herzog adjourned the meeting at 7:15 p.m.

Dated this 3rd day of January, 2024

John Herzog, Chair

Brad Alcorn, Vice Chair

Jay Trost, Commissioner

Minutes prepared by Natasha Tippetts, Administrative Assistant



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
January 3, 2024		Approve the 2024 Meeting Schedule	
Time Needed:			
Financial Impact:		Description and Background:	
		Annually, the Board of Commissioners approve the new year's meeting	
Category:		schedule. This past year, the Board changed a few things in regards to the	
<input type="checkbox"/>	Action/Discussion	times and dates of the meetings. Those changes have been implemented in	
<input checked="" type="checkbox"/>	Consent	the attached 2024 Meeting Schedule	
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Approve the 2024 Meeting Schedule			
.....			
Attachments:		Instructions Once Approved:	
1. Meeting Schedule .....		.....
2. ....		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:		Date Submitted:	
.....		

2024 Board of Commissioners Meeting Schedule

Business Meetings will be held the first Wednesday and the third Thursday of each month at 6:00 p.m. unless otherwise specified.

Workshops will be held on the third Wednesday of each month at 1:00 p.m. unless otherwise specified.

All meetings are to be held at the Curry County Annex Building – Hearing Room unless otherwise specified.

All meetings are subject to change of location and time with proper notice given.

Date	Time	Type of Meeting
January		
January 3 rd	6:00 p.m.	Business Meeting
January 17 th	1:00 p.m.	Workshop (as needed)
January 18 th	6:00 p.m.	Business Meeting
February		
February 7 th	6:00 p.m.	Business Meeting
February 21 st	1:00 p.m.	Workshop (as needed)
February 22 nd	6:00 p.m.	Business Meeting
March		
March 6 th	6:00 p.m.	Business Meeting
March 20 th	1:00 p.m.	Workshop (as needed)
March 21 st	6:00 p.m.	Business Meeting
April		
April 3 rd	6:00 p.m.	Business Meeting
April 17 th	1:00 p.m.	Workshop (as needed)
April 18 th	6:00 p.m.	Business Meeting
May		
May 1 st	6:00 p.m.	Business Meeting
May 15 th	1:00 p.m.	Workshop (as needed)
May 16 th	6:00 p.m.	Business Meeting
June		
June 5 th	6:00 p.m.	Business Meeting
June 19 th	1:00 p.m.	Workshop (as needed)
June 20 th	6:00 p.m.	Business Meeting
July		
July 3 rd	6:00 p.m.	Business Meeting
July 17 th	1:00 p.m.	Workshop (as needed)
July 18 th	6:00 p.m.	Business Meeting
August		
August 7 th	6:00 p.m.	Business Meeting
August 21 st	1:00 p.m.	Workshop (as needed)
August 22 nd	6:00 p.m.	Business Meeting

2024 Board of Commissioners Meeting Schedule

September		
September 4 th	6:00 p.m.	Business Meeting
September 18 th	1:00 p.m.	Workshop (as needed)
September 19 th	6:00 p.m.	Business Meeting
October		
October 2 nd	6:00 p.m.	Business Meeting
October 16 th	1:00 p.m.	Workshop (as needed)
October 17 th	6:00 p.m.	Business Meeting
November		
November 6 th	6:00 p.m.	Business Meeting
November 20 th	1:00 p.m.	Workshop (as needed)
November 21 st	6:00 p.m.	Business Meeting
December		
December 4 th	6:00 p.m.	Business Meeting
December 18 th	1:00 p.m.	Workshop (as needed)
December 19 th	6:00 p.m.	Business Meeting



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
January 3, 2024		Out-of-Class Pay Increase – C. Gage	
Time Needed:			
Financial Impact:		Description and Background:	
		In November, the shop foreman in the Road Department retired leaving	
Category:		Chuck as the only person in the shop. Until the position as shop foreman can	
<input type="checkbox"/>	Action/Discussion	be filled, it is with recommendation of the Director of County Operations	
<input checked="" type="checkbox"/>	Consent	that Chuck receive a out-of-class compensation for the added work load.	
<input type="checkbox"/>	Executive Session	Currently at a Range E, Step 7-10 at \$28.63/Hour, this would increase his	
<input type="checkbox"/>	Hire Order	pay to a Range I, Step 6 at \$30.04/Hour.	
<input type="checkbox"/>	Presentation		
Requested Motion:			
Approve temporary pay increase for Chuck Gage			
Attachments:		Instructions Once Approved:	
1. Order			
2.			
3.			
4.			
5.			
Contact Person – Name and Department:			Date Submitted:
Natasha Tippetts – HR Specialist			12/27/2023

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

**In the Matter of an Order Approving Out-)
of-Class Pay.) ORDER NO. _____
(Chuck Gage – Mechanic))**

WHEREAS, on November 17, 2023, the Shop Foreman at the Road Department retired; and

WHEREAS, this occurrence has increased the workload for the Mechanic, Chuck Gage; and

WHEREAS, it is the recommendation of the Director of County Operations that Chuck Gage, currently at Salary Range E-7-10 at \$28.63/Hour, be compensated for the additional duties he is performing until the Shop Foreman position is filled; and

WHEREAS, during the time that Chuck Gage be fulfilling the expanded duties, his Salary will be Range I-6 at \$30.04/Hour.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT Chuck Gage receive out-of-class pay of Salary Range I-6 effective beginning November 20th, 2023, and continuing until he no longer performs duties outside of his job description.

DATED this 3rd day of January, 2024. **BOARD OF CURRY COUNTY COMMISSIONERS**

Chair

Approved as to Form:

Vice Chair

Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

Commissioner



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:	Agenda Item Title:	
Time Needed:		
Financial Impact:	Description and Background:	
Category:		
<input type="checkbox"/> Action/Discussion		
<input type="checkbox"/> Consent		
<input type="checkbox"/> Executive Session		
<input type="checkbox"/> Hire Order		
<input type="checkbox"/> Presentation		
Requested Motion:		
Attachments:	Instructions Once Approved:	
1.		
2.		
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5.		
Contact Person – Name and Department:		Date Submitted:



Oregon State Sheriffs' Association

Conservators of the Peace

Toll Free In Oregon (800) 624-4405

Salem (503) 364-4204

Fax (503) 364 -2059

November 9, 2023

John Ward, Sheriff
Curry County Sheriff's Office
29808 Colvin Street
Gold Beach, OR 97444

Dear Sheriff Ward,

As you are aware the Oregon State Sheriff's Association (OSSA) voluntarily adopted the Oregon Jail Standards in 2000. The Oregon Jail Standards provide agencies with non-binding guidelines to improve the operation/management of their jail facility and to reinforce and enhance staff professionalism. The standards are based on legal requirements, sound corrections practice, and the application of the line and management levels in our jails – bringing all staff together in the common goal of complying with or exceeding the adopted standards.

On October 4, 2023, an inspection team from the Oregon State Sheriff's Association completed the on-site inspection pursuant to your participation in the Oregon Jail Standards. The inspection team was made up of the following individuals:

Jamie Russell: Lincoln County – Team Leader

Brian Parks: Multnomah County (off-site)

Brandon White: Multnomah County

Staci Rogers: Lake County (off-site)

Beth Denny: Washington County

Duard Stewart: NORCOR

William Hong: Multnomah County

Curry County Jail:

The Curry County Jail originally opened in 1970. The current overall capacity of the facility is 35 with 35 beds currently in use. The overall design is indirect supervision.

The staffing level consists of 1 Lieutenant/Jail Commander; 2 Sergeants; 13 Deputies; 1 Nurse Practitioner and 1 Registered Nurse.

Since the last OSSA facility inspection, Curry County Jail had 1 suicide attempt, 0 suicides, 0 facility escapes, 0 attempted escapes and 61 grievances.

Curry County Jail was inspected by:

- OSSA/DOC – 2021
- Health Department – 2022
- Fire Marshal – 2023
- Fire sprinkler/alarm – 2023
- Commissioners – 2023
- Grand Jury – 2023

Rating Explanation

In examining each jail standard, the jail inspectors determined compliance and assigned one of three ratings:

Full Compliance Finding. Full compliance must be established if all the following exist:

- A. Written policies and procedures that complies with the standard. Another type of directive or document may be appropriate and needed if policies and procedures are not specifically required; and
- B. Evidence jail staff are following policies and procedures or another standard-authorized directive. This verification can be through supporting documentation and/or visual inspection by the inspector with a note to file by the inspector that it was observed, and
- C. Documentation that the standard was reviewed for compliance as part of a self-inspection within the year between the previous formal inspection year and the current formal inspection year.

Partial Compliance Finding. Partial compliance for a standard must be established when the inspector finds that:

- A. The practice of the facility complies with the standard, but the practice is not supported through written policies and procedures (or another standard-authorized directive), or;
- B. A draft policy or temporary directive exists, and the practice in the facility is consistent with the draft policy or temporary directive; or

Non-compliance Finding. Inspectors must find a standard noncompliant when:

- A. Policies and practice related to the standard are missing, or;
- B. Policies and procedures are in place for the standard, but the inspector is unable to verify the practice of the policies and procedures through documentation in the file or observation, or;
- C. Practice in the facility is different than the written policies and procedures or another directive.

Inspectors must staff a partial and non-compliance with the rest of the team for a final finding.

Section Results

Chapter A – Administration

This chapter contains 32 standards consisting of: Management, Records Management, Staff Employment, Training, and Sexual Harassment & Misconduct.

Full Compliance	32 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter B – Admission & Release

The admission and release chapter contains 41 standards consisting of: Pre-admission Process, Admission Process, Ancillary Admission Functions, Inmate Release, and Transfer Between Facilities.

Full Compliance	41 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter C – Inmate Management

This chapter has 53 standards and consists of: Classification, Non-Disciplinary Restrictions, Inmate rules, Inmate Discipline, and Grievances.

Full Compliance	53 standards
Partial Compliance	0 standards
Non-Compliance	0 standard

Chapter D – Inmate Communication

This chapter contains 36 standards that consists of: Mail, Visiting, and Telephone Use.

Full Compliance	36 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter E – Security & Control

This chapter has 56 standards consisting of: Facility Security, Surveillance & Supervision, Contraband & Searches, Criminal Acts, Use of Force & Restraints, and Emergency Plans.

Full Compliance	56 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter F – Inmate Services

This chapter has 22 standards dealing with: Legal Aid, Food Services, Commissary, and Laundry Services.

Full Compliance	22 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter G – Inmate Health Care

This chapter has 23 standards consisting of: Administration of Health Care, and Health Care Delivery.

Full Compliance	23 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter H – Sanitation & Maintenance

This chapter has 20 standards consisting of: Inmate Hygiene, and Facility Sanitation & Maintenance.

Full Compliance	20 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Chapter I – Inmate Programs & Activities

This chapter has 35 standards consisting of: Exercise, Leisure Activity, Educational & Rehabilitation Programs, Working Inmates, Access to Religious Services, and Volunteers & Community Resources.

Full Compliance	35 standards
Partial Compliance	0 standards
Non-Compliance	0 standards

Totals

The inspection team reviewed 319 standards.

Total number of standards found in Full Compliance	319
Total number of standards found in Partial Compliance	0
Total number of standards found in Non-Compliance	0

Appeals and Grievances

Disagreements with specific findings in this inspection report should be submitted within 30 days to the executive director of the Oregon State Sheriff's Association (OSSA). Appeals should be clearly marked as Appeal to Inspection Results – Curry County Jail Inspection 2023. The appeal should explain fully the rationale behind the disagreement and include the referenced jail standard by number.

Grievances are complaints an agency may have regarding the conduct of any jail inspector, or the process. Our goal is to maintain the highest standards of professionalism in the inspector corps.

Grievances will be investigated, and resolutions reported directly to the executive board of OSSA. Grievances should be in writing, filed within 30 days of the inspection report and directed to the executive director of OSSA.

Conclusion

You should be very happy with the results of this inspection. It is obvious your team takes a lot of pride in the job they do and the service they provide to the citizens of Curry County. Your team is challenged on a daily basis with a facility built in 1970. It was apparent your team is investing some needed time and resources into ensuring your facility is a clean environment for those who find their way into your care/custody. I would encourage you to continue with this practice as some areas are in need of heavy-duty cleaning/painting. As discussed during our exit interview, I would highly encourage an overall look at your facility as it relates to ADA and AIC access to your team (call boxes).

The command staff who provided us with a facility tour were very knowledgeable about the facility and the necessary operations. We were able to pose questions to your team as well as speaking with a few Adults in Custody.

Your inspection team assigned specifically to work through the off-site inspection were very helpful. We were able to work through some of the deficiencies off-site prior to arrival at your facility. While we weren't able to process all deficiencies off-site, we spent the necessary time with your team while on-site to get most standards up to compliance.

You are to be commended on the cleanliness and clarity of your dispatch/central control center.

In conjunction with the Oregon Jail Standards Inspection, I also completed the ORS Inspection, of which your facility was in full compliance. I forwarded the results of that inspection to Jeremiah Stromberg, representative for the Department of Corrections.

Please feel free to contact me should you have any specific questions/concerns.

Sincerely,



Jamie Russell, Lieutenant
Jail Commander
Oregon Jail Standards Team Leader

cc: Jeremy Krohn

JAIL INSPECTIONS REPORT
ORS 169.076 – Standards for Local Correctional Facility
Curry County Jail

Each local correctional facility shall:

1. Provide sufficient staff to perform all audio and visual functions involving security, control, custody and supervision of all confined detainees and prisoners, with personal inspection at least once each hour. Such supervision may include the use of electronic monitoring equipment when approved by the Department of Corrections and the governing body of the area in which the facility is located.

Describe:

2. Have a comprehensive written policy with respect to

Yes No

- | | | | |
|-------------------------------------|--------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) | Legal confinement authority. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (b) | Denial of admission. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (c) | Telephone calls. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (d) | Admission and release medical procedures. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (e) | Medication and prescriptions. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (f) | Personal Property accountability which complies with ORS 133.455. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (g) | Vermin and communicable disease control. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (h) | Release process to include authority identification and return of personal property. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (i) | Rules of the facility governing correspondence and visitation. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. | Formulate and publish plans to meet emergencies involving escape, riots, assaults, fires, rebellions, and other types of emergencies and regulations for the operation of the facility. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. | Not administer any physical punishment to any prisoner at any time. |

- [x]

[]

[x]

[]

(5) Provide for emergency medical and dental health, having written policies providing for:

 - (a) Licensed physician review of the facility's medical and dental plans.
 - (b) The security of medication and medical supplies.
 - (c) A medical and dental record system to include requests for medical and dental attention, treatment prescribed, prescriptions, special diets and other services provided.
 - (d) First aid supplies and staff first aid training.
- [x]

[]

[x]

[]

(6) Prohibit firearms from the security area of the facility except in times of emergency as determined by the administer of the facility.

(7) Insure that confined detainees and prisoners:

 - (a) Will be fed daily at least three meals served at regular times, with no more than 14 hours between meals except when routinely absent from the facility for work or other such purposes.
 - (b) Will be fed nutritionally adequate meals in accordance with a plan reviewed by a registered dietitian or the Health Division.
 - (c) Be provided special diets as prescribed by the designated facility physician.
 - (d) Shall have food procured, stored, prepared, distributed and served under sanitary conditions, as defined by the Health Division rules as authorized by ORS 624.100.
- [x]

[]

[x]

[]

(8) Ensure that the facility be clean and provide each confined Detainee or prisoner:

 - (a) Materials to maintain personal hygiene.
 - (b) Clean clothing twice weekly.
 - (c) Mattresses and blankets that are clean and fire-retarding.
- [x]

[]

[x]

[]

(9) Require each prisoner to shower at least twice weekly.

- [x] ☐ (10) Forward, without examination or censorship, each prisoner's outgoing written communications to the Governor, jail administrator, Attorney General, judge, Dept. of Corrections or his own attorney.
- [x] ☐ (11) Keep the facility safe and secure in accordance with the State of Oregon Structural Specialty Code and Fire and Life Safety Code.
- [x] ☐ (12) Have and provide each prisoner with written rules for inmate conduct and disciplinary procedures. If a prisoner cannot read or is unable to understand the written rules, the information shall be conveyed to the prisoner orally.
- [x] ☐ (13) Not restrict the free exercise of religion unless failure to impose the restrictions will cause a threat to facility or order.
- [x] ☐ (14) Safeguard and ensure that the prisoner's legal rights to access to legal materials are protected.

Jail Inspector

Jamie Russell, Lead Inspector
Lincoln County



Date

November 9, 2023



Date Inspection completed: 10/4/2023

SR

Inspection completed by: Jamie Russell, Lincoln County

General Information:

County Inspected: Curry

Name of Facility: Curry County Jail

Facility Address: 29808 Colvin Street
Street

Gold Beach OR 97444
City State Zip

Facility Phone: 541-247-3344

Facility Fax:

Facility Manager: Jeremy Krohn
Phone: 541-247-3344
Email: krohnj@co.curry.or.us

Fax

Facility Information:

Construction Date: 1970

Remodel Date (s): N/A

Total Design Capacity: 35

Extended: N/A

Type of Facility: Podular or Linear

Type of Supervision: Direct or In-direct

Facility Data:

Male Population: 27 Female Population: 8 Juveniles: Yes or No, #___NO___

Housed Juveniles in 1 Year: 0 Incidence(s) of Suicide or Attempted Suicide(s): 1 - attempted

Holding for Other Jurisdictions: NO

If Yes, Who: N/A

Comments:

Other Inspections By:

State Fire Marshal

Last Inspection Date: 7/12/2023

Violations noted?

() Yes

(x) No

Have Violations been abated?

() Yes

() No

Comments: _____

Fire Sprinkler System Check

Last Inspection Date: 7/12/2023

Violations noted?

() Yes

(x) No

Have Violations been abated?

() Yes

() No

Comments: _____

Fire Alarm System Check

Last Inspection Date: 7/12/2023

Violations noted?

() Yes

(x) No

Have Violations been abated?

() Yes

() No

Comments: _____

Heath Department

Last Inspection Date: 5/12/2022

Violations noted?

() Yes

(x) No

Have Violations been abated?

() Yes

() No

Comments: Curry County contracts with Josephine County for Health Inspections, working with them to get inspection scheduled.

Grand Jury (county facilities)

Last Inspection Date: 9/20/2023

Violations noted?

() Yes

(x) No

Have Violations been abated?

() Yes

() No

Comments: _____

County Commissioners (county facilities)

Last Inspection Date: 1/17/2023

Violations noted?

() Yes

(x) No

Have Violations been abated?

() Yes

() No

Comments: _____

City Council (city facilities)

Last Inspection Date:N/A

Violations noted?

() Yes

() No

Have Violations been abated?

() Yes

() No

Comments: _____



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
January 3, 2024		Management Representation of Fiscal Affairs for the Curry County 4H and	
Time Needed:		Extension Service District	
.....		
Financial Impact:		Description and Background:	
.....		Sheryl McDonald with the Curry County 4H and Extension Service will	
Category:		provide information during the meeting in regards to the letter attached.	
<input checked="" type="checkbox"/> Action/Discussion		.....
<input type="checkbox"/> Consent			
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
.....			
.....			
Attachments:		Instructions Once Approved:	
1. HMW CPAs & Associates, LLC letter		Sign and provide to Sheryl McDonald	
2. Management of Fiscal Affairs		.....
Disclosure		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:		Date Submitted:	
.....		

CURRY COUNTY 4-H AND EXTENSION SERVICE DISTRICT

**29390 Ellensburg Avenue
GOLD BEACH, OR 97444**

December 21, 2023

HMW CPAs & Associates, LLC
Certified Public Accountants
3690 Broadway Avenue
North Bend, OR 97459

We are providing this letter in connection with your review of the financial statements of Curry 4-H and Extension Service District, a component unit of Curry County, Oregon, which comprise the statement of net position – modified cash basis as of June 30, 2023 and the related statement of activities – modified cash basis for the year then ended, and the related notes to the financial statements, for the purpose of obtaining limited assurance as a basis for reporting whether you are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting. We confirm that we are responsible for the preparation and fair presentation of the statements of financial position and results of operations in conformity with the modified cash basis of accounting and the selection and application of accounting policies.

We understand that you prepared the trial balance for use during the review and that your preparation of the trial balance was limited to formatting the information in the District's general ledger into a working trial balance. Also, as a part of your review, you prepared the draft financial statements and related notes from the trial balance.

In regards to the services performed by you as described in the preceding paragraph, we have:

- Assumed all management responsibilities.
- Overseen the services by designating an individual who possesses suitable skill, knowledge, and/or experience.
- Evaluated the adequacy and results of the services performed.
- Accepted responsibility for the results of the services.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your review.

1. We acknowledge our responsibility and have fulfilled our responsibilities for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting, as set out in the terms of the engagement letter dated March 21, 2023.
2. We have made available to you all –
 - a) Financial records and related data, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements.
 - b) Minutes of the meetings of Board of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared.

- c) Additional information you have requested from us for the purpose of the review.
 - d) Unrestricted access to District personnel from whom you determined it necessary to obtain review evidence.
3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
 4. All material transactions have been recorded and have been properly reflected in the financial statements.
 5. There are no uncorrected misstatements.
 6. We acknowledge and have fulfilled our responsibility for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
 7. We acknowledge our responsibility for designing, implementing, and maintaining internal control to prevent and detect fraud.
 8. We have no knowledge of any fraud or suspected fraud affecting the District involving management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements.
 9. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the District's financial statements as a whole communicated by employees, former employees, analysts, regulators, or others.
 10. We have disclosed to you the identity of the District's related parties and all related-party relationships and transactions of which we are aware.
 11. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities, or net asset balances.
 12. There are no—
 - a) Known or suspected instances of noncompliance with laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b) Actual or possible claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed.
 - c) Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed.
 13. Other than as described to you, there are no violations or possible violations of budget ordinances, laws or regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting noncompliance.
 14. We have satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
 15. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
 16. The following, if any, have been properly recorded or disclosed in the financial statements:
 - a) Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.
 - b) Guarantees, whether written or oral, under which the District is contingently liable.

17. The financial statements properly classify all funds and activities.
18. We believe significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable in the circumstances.
19. Components of net position (net investment in capital assets, net of related debt; restricted; and unrestricted) and classification of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
20. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
21. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal, as applicable.
22. Capital assets are properly capitalized, reported, and, if applicable, depreciated.
23. We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
24. We acknowledge our responsibility for the supplementary information. The supplementary information is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the supplementary information.
25. There are no adjustments required to be recorded.
26. The District has chosen to omit the Management's Discussion and Analysis section in the financial statements.
27. We have responded fully and truthfully to all inquiries made to us by you during your review.
28. We have disclosed to you all information relevant to the use of the going concern assumption in the financial statements.
29. The District's books and records are complete.

We have evaluated and classified any subsequent events as recognized through the date of this letter. To the best of our knowledge and belief, no events, including instances of noncompliance have occurred subsequent to the date of the financial statements and through the date of this letter that would require disclosure in the financial statements.

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed: _____

Title: _____

Date: _____

CURRY COUNTY 4-H AND EXTENSION SERVICE DISTRICT

29390 Ellensburg Avenue
GOLD BEACH, OR 97444

December 21, 2023

Management Representation of Fiscal Affairs

Required by Oregon Regulation

The Curry County 4-H and Extension Service District is subject to, and responsible for, compliance with various laws, rules, and regulations relating to its operation and finances. Among such laws, rules, and regulations are the requirements prescribed in Municipal Audit Law (ORS Chapter 297) and the Minimum Standards for Review of Oregon Municipal Corporations (OAR 162, division 40) including, but not limited to:

- (a) Deposit of public funds with financial institutions (ORS Chapter 295).
- (b) Indebtedness limitations, restrictions, and repayment.
- (c) Budgets legally required (ORS Chapter 294).
- (d) Insurance and fidelity bonds in force or required by law.
- (e) Programs funded from outside sources.
- (f) Authorized investment of surplus funds (ORS Chapter 294).
- (g) Public contracts, purchasing, and improvements (ORS Chapters 279A, 279B, and 279C).

The management of Curry County 4-H and Extension Service District is aware of the requirements of Oregon laws and administrative rules concerning each of the above requirements and (with the exception of the instance discussed in Note II-B) has complied, in all material respects, with such requirements. Further, we are not aware of any violations or possible violations of laws, rules, or regulations, other than previously mentioned, whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed: _____

Title: _____

Date: _____

Stat. Auth.: ORS 297

Stats. Implemented: ORS 297.465

Hist.: AUDIT 3-2015, f. & cert. ef. 8-19-15

AUDIT 1-2012, f. 2-9-12, cert. ef. 4-1-12



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
January 3, 2024		Curry County Employment Application	
Time Needed:		.....
.....			
Financial Impact:		Description and Background:	
.....		<p>The Curry County Employment Application was in need of an update. It came to the attention of staff that some key items in the application were being missed by applicants. A few staff members created a new application in hopes that it will be easier for the applicant to complete entirely and for Human Resources to view when receiving. Personnel Rules Article 13 – D, dictates that all persons applying for a position shall fill out an employment application form approved by the Board. Therefore, staff is bringing you the new application for approval.</p>	
Category:			
<input checked="" type="checkbox"/>	Action/Discussion		
<input type="checkbox"/>	Consent		
<input type="checkbox"/>	Executive Session		
<input type="checkbox"/>	Hire Order		
<input type="checkbox"/>	Presentation		
Requested Motion:			
Approve Curry County Employment Application			
.....			
Attachments:		Instructions Once Approved:	
1. Updated Application .....		.....
2. ....		.....
3. ....		.....
4. ....		.....
5. ....		.....
Contact Person – Name and Department:		Date Submitted:	
.....		



EMPLOYMENT APPLICATION

All applications for County positions must be submitted on this application form. This application must be fully completed, dated, signed, and returned to Curry County Human Resources at the address above in person, by mail or by email on or before the filing deadline specified in the employment announcement. This application MUST be completed for employment consideration. A cover letter and resume may also be attached but are NOT acceptable as a substitute for completing this application. Incomplete applications will not be considered.

POSITION APPLIED FOR: _____

APPLICANT INFORMATION

NAME: _____
Last First Middle

ADDRESS: _____
Street City State ZIP

If you do not reside in Oregon, when do you plan to relocate to the area? _____

Do you have a valid Oregon Driver's License? ☐ Yes – License #: _____ **Expires:** _____
☐ No – why not? _____

Please indicate which of the following types of work you are willing to accept:

☐ Full-Time ☐ Part-Time ☐ Temporary ☐ Seasonal

On what date will you be able to begin work? _____

Are you a U.S. Citizen or legally authorized to work in the United States? ☐ Yes ☐ No

Are you requesting Veterans' Preference? ☐ Yes* ☐ No

**If yes, you must complete the attached Veteran's Preference Form and the required documentation requested therein. For additional information on Veterans' Preference eligibility, including help in translating military experience into minimum requirements, contact the Oregon Dept. of Veterans' Affairs at 1 (800) 692-9666.*

Do you speak or write any languages fluently other than English? ☐ Yes ☐ No

If yes, which language(s)? _____

CONTACT INFORMATION

Home Phone: _____ **Cell Phone:** _____ **Work Phone:** _____

Email Address: _____

Please select how you prefer to be contacted:

☐ Home Phone ☐ Cell Phone ☐ Work Phone ☐ Email ☐ U.S. Mail

Curry County is an Equal Opportunity employer and considers applicants for all positions without regard to race, color, religion, sex, national origin, age or marital status, mental or physical disability, any other legally protected status or any other basis prohibited by State of Oregon, federal or local law.

REFERENCES

References can be work or personal, but may not be related to you and may not be previous supervisors.

NAME	PHONE OR EMAIL	RELATIONSHIP	YEARS KNOWN

EDUCATION AND TRAINING

Do you have a High School Diploma, GED or equivalent? ☐ Yes ☐ No

FORMAL EDUCATION

SCHOOL NAME	FIELD OF STUDY	DEGREE/CERTIFICATION/LICENSE

List high school, colleges, universities, military, trade, business or other school attended.

LICENSES & CERTIFICATES

TYPE	NUMBER	ISSUING AGENCY	DATE ISSUED/ EXPIRATION DATE

List any licenses/certificates that you possess, especially those that are specific for the position applied for.

PROFESSIONAL POSITIONS HELD

ORGANIZATION	OFFICE, TITLE OR POSITION HELD

List professional, trade, business, or civil associations and any offices held. Exclude memberships that would reveal race, religion, sex, national origin, age, mental or physical disabilities, or any other similarly protected status.

ADDITIONAL SKILLS AND INFORMATION

SKILL	YEARS POSSESSED

List any computer programs in which you are proficient, any special skills, training, or job-related information that are pertinent to the position for which you are applying for.

EMPLOYMENT HISTORY

Beginning with your present or most recent job, completely describe your work experience during the past ten years including any periods of unemployment. If additional space is required, please attach the necessary pages to the application form to complete your employment history.

Job Title: _____ **Start Date:** _____ **End Date:** _____

Employer: _____

Address: _____

Supervisor Name & Title: _____

Telephone: _____ **Email:** _____

Brief Description of Duties and Responsibilities: _____

Reason for leaving: _____ **May we contact this Employer?** ☐ Yes ☐ No

Job Title: _____ **Start Date:** _____ **End Date:** _____

Employer: _____

Address: _____

Supervisor Name & Title: _____

Telephone: _____ **Email:** _____

Brief Description of Duties and Responsibilities: _____

Reason for leaving: _____ **May we contact this Employer?** ☐ Yes ☐ No

Job Title: _____ **Start Date:** _____ **End Date:** _____

Employer: _____

Address: _____

Supervisor Name & Title: _____

Telephone: _____ **Email:** _____

Brief Description of Duties and Responsibilities: _____

Reason for leaving: _____ **May we contact this Employer?** ☐ Yes ☐ No

CERTIFICATION, AUTHORIZATION & RELEASE

I certify that all information on this Application is accurate, complete and true to the best of my knowledge. I understand that any information that is found to be false, inaccurate, incomplete or misrepresented in any respect will be sufficient cause to (i) cancel further consideration of this application, or (ii) immediately discharge me from the employer's service when it is discovered.

I expressly authorize, without reservation, Curry County, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities, and education institutions and to otherwise verify the accuracy of all information provided by me in this application, resume' or job interview. I hereby waive any and all rights and claims I may have regarding Curry County, its agents, employees or representatives for seeking, gathering and using such information in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that Curry County does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or excusing any applicant from consideration for employment on a basis prohibited by applicable local, state or federal law.

I understand that this application remains current for only 90 days. At the conclusion of that time, if I have not heard from Curry County and still wish to be considered for employment, it will be necessary to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and without prior notice, and Curry County reserves the same right to terminate my employment at any time, with or without cause and without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of Curry County is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the Board of Commissioners.

NOTE: Applications or resumes cannot be returned. Please make necessary copies before submitting the application. A separate application is required for each individual vacancy. Unsigned applications will not be processed.

I hereby authorize Curry County to investigate my background and qualifications for the purpose of evaluating whether I am qualified for the position for which I am applying.

Signature _____

Date _____

RETURN APPLICATIONS TO: CURRY COUNTY HUMAN RESOURCES

94235 Moore Street, Suite 125

Gold Beach, OR 97444

Phone: (541) 247-3296

Fax: (541) 247-3436

Employment@co.curry.or.us

APPLICANT AUTHORIZATION FOR REFERENCE CHECKS

This form is not optional, its completion is required for the Applicant to be considered for employment.

I hereby authorize my past employers to release information to Curry County regarding my employment. This release of information covers my employment record in general, including information on the following questions:

1. Dates of employment;
2. Position(s) held;
3. The quality and quantity of my work;
4. My attendance habits (excluding workers' compensation, pregnancy, disability FMLA and other protected absences);
5. My relationship with co-workers, supervisors and managers;
6. My attitude toward work (cooperative? positive? etc.);
7. Reason for leaving and eligibility for rehire (would the employer rehire if they had to do it all over again?);
8. Willingness to comply with policies and standards;
9. Strong and weak points;
10. Whether I have had outbursts of temper, threatened, provoked fights with or assaulted others, engaging in hostile or violent behavior; and
11. Other relevant information regarding my performance, skills, ability, suitability for employment sought, etc.

This authorization does not guarantee that any of the above information will be requested from past employers, but simply allows the County to request information relevant to this Employment Application.

Signature: _____

Name: _____

Date: _____

VETERANS' PREFERENCE FORM

If you are seeking Veterans' Preference, please complete this form and return it with the supporting documentation at the time you submit your completed Curry County employment application. Additional documentation cannot be received after your application is submitted.

Under Oregon law, armed forces veterans may be entitled to preference in employment or promotion. If you think you may qualify, please read the following information carefully and check the box(es) in each section appropriate to you. If you need further explanation or have specific questions, please contact the Curry County Personnel Office at (541)247-3233.

QUALIFIED VETERAN:

You may claim veterans' preference if you are able to check one or more boxes in this section and provide proof of veterans' preference eligibility by submitting a copy of your Certificate of Release or Discharge from Active Duty (DD214/DD215, Copy 4, that reflects your "Honorable" separation status) at the time you submit your completed employment application. Preference will not be applied unless you submit the appropriate documentation at the time you submit your application.

ORS 408.225(1)(e) – Veteran

- ☐ I served on active duty* with the Armed Forces of the United States for a period of more than 90 consecutive days beginning on or before January 31, 1955, and was discharged or released under honorable conditions; or
- ☐ I served on active duty* with the Armed Forces of the United States for a period of more than 178 consecutive days beginning after January 31, 1955, and was discharged or released from active duty under honorable conditions; or
- ☐ I served on active duty* with the Armed Forces of the United States for 178 days or less and was discharged or released from active duty* under honorable conditions because of a service-connected disability; or
- ☐ I served on active duty* with the Armed Forces of the United States for 178 days or less and was discharged or released from active duty* under honorable conditions and have a disability rating from the United States Department of Veterans Affairs; or
- ☐ I served on active duty* with the Armed Forces of the United States for at least one day in a combat zone and was discharged or released from active duty under honorable conditions; or
- ☐ I received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions; or
- ☐ I am receiving a nonservice-connected pension from the United States Department of Veterans Affairs.

QUALIFIED DISABLED VETERAN:

You may claim additional preference as a disabled veteran if you are able to check one or more boxes in this section and provide proof of eligibility by submitting: (1) a copy of your Certificate of Release or Discharge from Active Duty (DD214/DD215, Copy 4, that reflects your "Honorable" separation status) and (2) a public employment preference letter from the United States Department of Veterans' Affairs, unless the information is already included in the DD214/DD215 form. You can order an employment preference letter by calling the US Dept of Veterans' Affairs at 1-800-827-1000. Preference will not be applied unless you submit the appropriate documentation at the time you submit your application.

ORS 408.225(1)(c) - Disabled Veteran

- ☐ I am entitled to disability compensation under laws administered by the US Department of Veteran Affairs; or
- ☐ I was discharged or released from active duty for a disability incurred or aggravated in the line of active duty; or
- ☐ I was awarded the Purple Heart for wounds received in combat.

I hereby claim veterans' preference and certify that the above information is true and correct. I understand that any false statements or misrepresentations made by me may be cause for my disqualification or dismissal, regardless of when discovered.

Name: _____ Signature: _____

Position Applied For: _____ Date: _____

*"Active duty" does not include attendance at a school under military orders, except schooling related to an active enlistment or a regular tour of duty, or normal military training as a reserve officer or member of an organized reserve or a National Guard unit.

EQUAL OPPORTUNITY EMPLOYER

This form is to be completed by applicant on a voluntary basis. It is not for interview purposes and will be filed separately from application.

Curry County is an Equal Opportunity employer and considers applicants for all positions without regard to race, color, religion, sex, national origin, age or marital status, mental or physical disability, any other legally protected status or any other basis prohibited by State of Oregon, federal or local law.

In an effort to comply with requirements regarding government record keeping, reporting and other legal obligations which may apply, we invite you to complete this applicant data survey. Providing this information is **STRICTLY VOLUNTARY**.

Failure to provide it will not subject you to any adverse personnel decision or action. Your cooperation is appreciated.

Please be advised that this survey is not a part of your official application for employment. It will not be used in any hiring decision. The information will be used and kept confidential in accordance with applicable laws and regulations.

Position Applied For: _____

Sex: ☐ Male ☐ Female

Disabled: ☐ Yes ☐ No

Ethnic Identification:

- ☐ American Indian or Alaskan Native
- ☐ Hispanic
- ☐ Asian or Pacific Islander
- ☐ Black
- ☐ White

How did you learn about this position? _____



CURRY COUNTY BOARD OF COMMISSIONERS
REQUEST FOR AGENDA ITEM
BUSINESS MEETING

Agenda Date:		Agenda Item Title:	
January 3, 2024		Intergovernmental Agreement with Port of Brookings-Harbor	
Time Needed:			
Financial Impact:		Description and Background:	
		The County implemented storm drain facilities through a catch basin that	
Category:		empties at the Port (Basin No. 2). The Intergovernmental Agreement	
<input checked="" type="checkbox"/> Action/Discussion		attached lays out the responsibilities that belong to both parties, the County	
<input type="checkbox"/> Consent		and the Port of Brookings-Harbor.	
<input type="checkbox"/> Executive Session			
<input type="checkbox"/> Hire Order			
<input type="checkbox"/> Presentation			
Requested Motion:			
Approve the Intergovernmental Agreement between Curry County and the Port of Brookings-Harbor.			
Attachments:		Instructions Once Approved:	
1. IGA with Port of Brookings-Harbor...			
2.			
3.			
4.			
5.			
Contact Person – Name and Department:		Date Submitted:	

**INTERGOVERNMENTAL AGREEMENT (“IGA”)
BY AND BETWEEN CURRY COUNTY AND PORT OF BROOKINGS-HARBOR**

This Intergovernmental Agreement (“Agreement”) is entered into on the 20th day of December, 2023 (“Effective Date”) by and between Curry County, a political subdivision of the State of Oregon, hereinafter referred to as the “County,” and the Port of Brookings Harbor, an Oregon municipal corporation, hereinafter referred to as the “Port.”

RECITALS

WHEREAS, the County implemented storm drain facilities in conjunction with the Oregon Department of Transportation that direct stormwater as well as the waters of Tuttle Creek (the “Tuttle Creek Storm Drain Facilities”) in a Northwesterly direction, through a water catch basin (the “Catch Basin”) adjacent to the Southeastern corner of the Port property line, that empties into the Port’s Boat Basin No. 2 (the “Boat Basin”); and

WHEREAS, the Tuttle Creek Storm Drain Facilities are shown on the diagrams attached hereto as “Exhibit A,” and include all of the drainage infrastructure up to the point of discharge into the Boat Basin; and

WHEREAS, the County is responsible for the maintenance and repair of its storm drain infrastructure; and

WHEREAS, stormwater, sediment, and other material is filtered through the Catch Basin prior to flowing into the Boat Basin; and

WHEREAS, due to the volume of stormwater passing through the Tuttle Creek Storm Drain Facilities, sediment and other material accumulated within the Catch Basin at times exceeds its holding capacity if the Catch Basin is not maintained regularly; and

WHEREAS, should maintenance of the Catch Basin not occur regularly, sediment and other material overrun the Catch Basin and deposit directly into the Boat Basin, over time rendering the Boat Basin incapable of accommodating its intended use due to insufficient water depth; and

WHEREAS, the Port has set forth a potential cause of action due to the failure by the County to inspect and maintain the Tuttle Creek Storm Drain Facilities, as well as the resulting financial liability for the loss of use of the Boat Basin; and

WHEREAS, both parties desire to formalize their agreement and to create a Standard Operating Procedure for the maintenance and inspection of the Tuttle Creek Storm Drain Facilities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION AND PURPOSE.

The above recitals are incorporated herein by reference. The purpose of this Agreement is to set forth in writing the responsibilities of the parties hereto, and to create a Standard Operating Procedure for the inspection, maintenance, and cleaning of the Tuttle Creek Storm Drain Facilities.

2. RESPONSIBILITIES.

2.1 County Responsibilities. The County agrees to:

- (a) Perform regular, routine inspections of the Catch Basin to ensure that maintenance is performed.
- (b) Remove or otherwise abate sediment or material deposits from the Catch Basin at its sole cost and expense.
- (c) Remove the sediment and other material previously deposited in the Boat Basin by way of the Tuttle Creek Storm Drain Facilities on or before February 15, 2024.
- (d) Pay labor, fuel, and incidental costs associated with the removal or abatement of sediment or material from the Boat Basin.
- (e) Pay the cost of equipment as provided in *Section 2.2(d)*.

2.2 Port Responsibilities. The Port agrees to:

- (a) Regularly inspect the Boat Basin in order to ensure that sediment and material deposits do not accumulate. The Port may, but is not required to, inspect the Catch Basin in conjunction with its inspections of the Boat Basin.
- (b) Provide the County with notice regarding any immediate or emergent action necessary to remove or abate sediment and material deposits from the Catch Basin, if the Port becomes aware of such circumstance.
- (c) Remove or otherwise abate sediment or material deposits from the Boat Basin, at the County's cost and expense as provided in *Section 2.1(d) and 2.2(d)*.
- (d) Pay the cost of the purchase, lease, or rental of any equipment needed to remove sediment or material from the Boat Basin; provided, however, that if it is found that the sediment or material was deposited into the Boat Basin due to the County's

failure to perform its obligations under this Agreement, the County will be responsible for all costs relating to removing such sediment or material, including equipment costs.

3. STANDARD OPERATING PROCEDURE

The Standard Operating Procedure ("SOP") attached hereto as "Exhibit B" is hereby incorporated herein by reference. The parties agree to conduct their responsibilities under this Agreement in accordance with the SOP.

4. PAYMENT

4.1 Obligation for Payment.

● Obligation for payment shall arise when the Port is required to purchase, lease, rent, or otherwise obtain equipment due to the County's failure to perform its obligations under this Agreement. The County agrees to be responsible for the cost of any such equipment obtained, including any associated fuel, labor, and incidental costs.

4.2 Authority to Purchase.

It is the intention of the parties that the purchase of any equipment shall be arranged upon the coordination and mutual agreement of the parties regarding the necessary specifications of that equipment.

4.3 Requests for Payment.

Requests for payment shall be issued by the Port to the County as soon as reasonably possible. Payment shall become due and owing not later than thirty (30) days from the date of receipt of an invoice.

4.4 Dispute of Purchase.

Should the County dispute the obligation to pay for any equipment on the grounds that it has satisfied all of its obligations under this Agreement, the County may issue a written dispute to the Port Manager.

Upon receipt of a dispute by the County, the Port Manager shall:

- (a) Acknowledge receipt of the dispute within fourteen (14) days.
- (b) Investigate the validity of the dispute.
- (c) Issue a written determination of the dispute to the Port within thirty (30) days of the date of acknowledgement of dispute.

A dispute issued by the County shall in no case absolve the County of its

responsibility to pay any due and owing request for payment under *Section 4.3* above; provided, however, that upon resolution of a dispute in favor of the County, partial or full reimbursement to the County shall be issued by the Port within thirty (30) days of that written determination.

5. WAIVER OF LIABILITY

Subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), and in consideration of each party performing their respective duties as set forth by this Agreement, the County and Port mutually indemnify and hold harmless each other as to any cause of action arising out of, or resulting from, the failure of the Tuttle Creek Storm Drain Facilities, including but not limited to the accumulation of material within the Boat Basin, flooding of storm drain facilities, and any financial liability attributed thereto, except to the extent caused by the indemnifying party's failure to perform its duties set forth by this Agreement.

6. TERM.

This Agreement shall commence on the Effective Date and shall continue in full force and effect until the Agreement is terminated by either party in accordance with *Section 7* of this Agreement.

7. BREACH AND TERMINATION.

Should a breach of the duties assigned to the County under this Agreement occur, the Port shall issue a written notice of breach to the County. The County shall have thirty (30) days, beginning at the date of receipt of notice, to cure the breach.

Upon ten (10) days' written notice, the Port may terminate this Agreement upon the failure of the County cure any breach within such 30-day period.

Otherwise, this Agreement may be terminated by the mutual written consent of both parties.

8. COMPLIANCE

Each party agrees to comply with all applicable local, State and Federal laws, rules, and regulations pertaining to the activities performed under this Agreement. Additionally, both the County and Port shall comply with reasonable requests for information or coordination received in connection to this Agreement.

9. DISPUTE RESOLUTION

The parties desire, if possible, to resolve disputes, controversies, and claims arising out of this Agreement (each a "Dispute") without litigation. To that end, at the written request of either party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives.

9.1 If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties or, in the absence of such agreement, with a mediator appointed by the presiding judge of the Circuit Court for Curry County.

9.2 Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator.

9.3 In the event the Dispute cannot be resolved under the above process, the Dispute shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the above, disputes regarding the County's obligation to pay for equipment costs shall be resolved pursuant to *Section 4.4*.

10. WAIVER

No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such right to performance or right to exercise such right or remedy.

11. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

12. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

13. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by the parties.

14. GENERAL PROVISIONS. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:

14.1 When not inconsistent with the context, words used in the present tense include

the future, words in the plural number include the singular number, and words in the singular number include the plural number.

14.2 Time is of the essence of this Agreement.

14.3 Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

14.4 Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

14.5 Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period or duration for the performance is prescribed and fixed herein, the time shall be computed to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

14.6 The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15. NOTICE.

Any notice by either party to the other shall be in writing and effective at the earlier of actual receipt or rejection of such notice or three (3) days after deposit in the mails as registered or certified mail, postage prepaid, addressed to the County or the Port at the addresses set forth below, or at such other addresses as either party may designate by notice to the other party.

County

94235 Moore Street, Suite 123
Gold Beach, OR 97444
Attn: County Legal Counsel

Port

16330 Lower Harbor Road
P.O. Box 848
Brookings, OR 97415
Attn: Port Manager

(Signatures follow)

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the Effective Date.

CURRY COUNTY

John Herzog, Chair

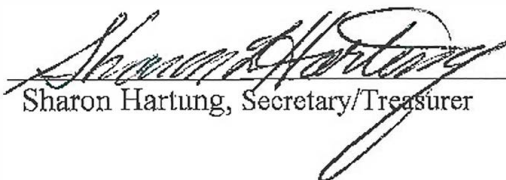
Brad Alcorn, Vice Chair

Jay Trost, Commissioner

PORT OF BROOKINGS-HARBOR



Richard Heap, President



Sharon Hartung, Secretary/Treasurer

EXHIBIT A
Tuttle Creek Storm Drain Facilities

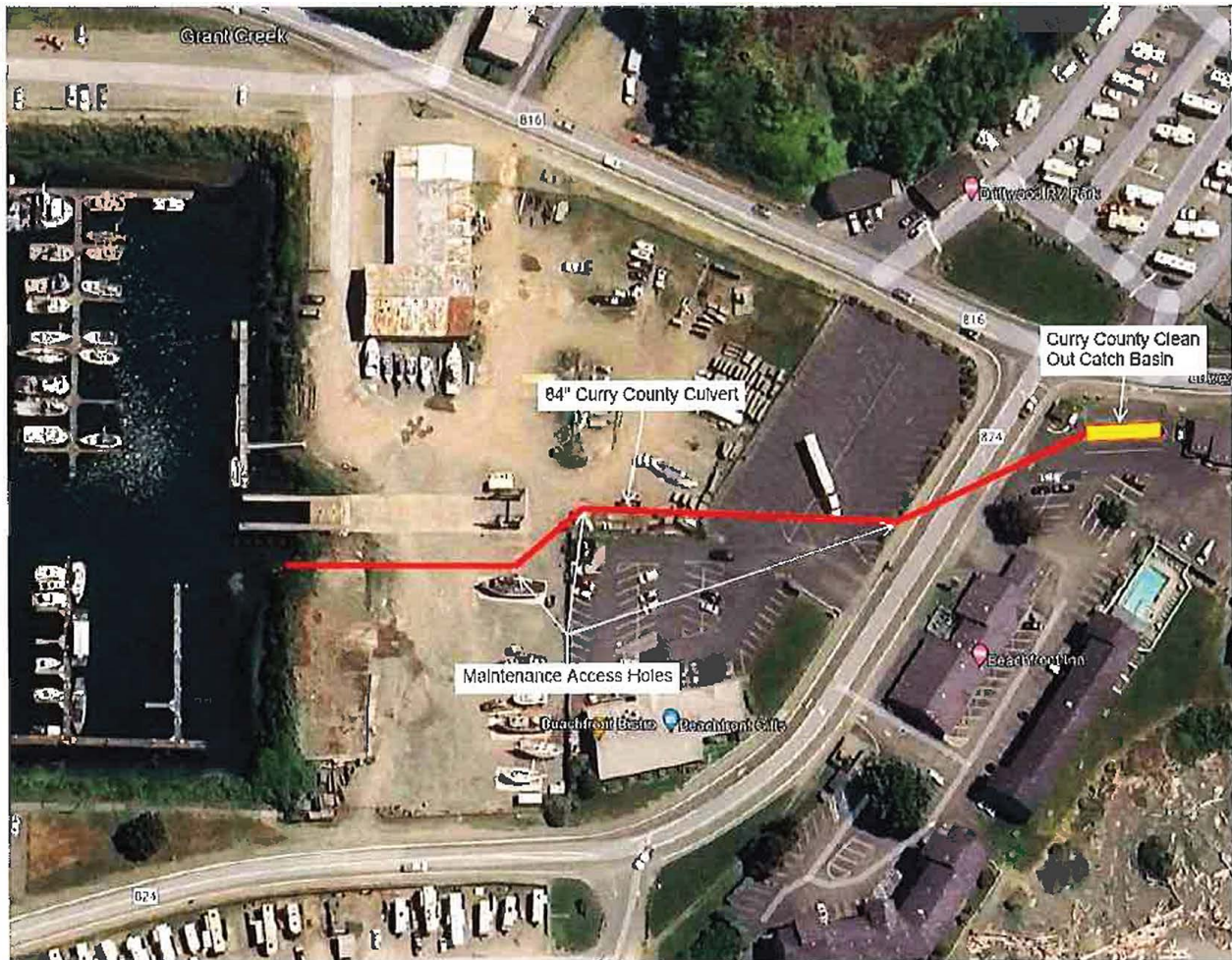


EXHIBIT B

STANDARD OPERATING PROCEDURE

INSPECTION

Types of Inspection

The County shall perform routine inspections of the Catch Basin as set forth below.

Inspections of the Boat Basin shall be the responsibility of the Port and the frequency shall be at the discretion of the Port, provided, however, that regular inspections of the Boat Basin are expected in order to ensure that any potential maintenance or abatement issues are observed in a timely manner.

Inspection Frequency

The County shall visually inspect the catch basin as follows:

1. During the months of **November, December, January, February** and **March**, inspections shall occur once weekly.
2. During the months of **April, May, June** and **October**, inspections shall occur twice monthly.
3. During the months of **July, August**, and **September**, inspections shall occur once monthly.
4. Upon request by the Port, the County shall perform an inspection of the catch basin within twenty-four (24) hours.

Inspection Records

Records of inspections of the Catch Basin by the County or the Port shall be made on the Inspection Record form attached hereto. Inspection Records created by the County shall be provided to the Port on the first working day of each calendar month.

NOTIFICATION

Notification by County

If an inspection should reveal unsatisfactory conditions in the Catch Basin, the County shall arrange for abatement procedures within twenty-four (24) hours of the discovery of the unsatisfactory conditions. The County shall provide as much notice as is reasonably possible to the Port if abatement is expected to have any impact on Port operations.

Notification by Port

Should the Port discover unsatisfactory conditions within the Catch Basin or the Boat Basin, the Port will immediately notify the County. If regarding the Catch Basin, the County will then arrange for an inspection to be conducted. If regarding the Boat Basin, the County will coordinate with the Port pursuant to the "Abatement" section below.

ABATEMENT

Equipment and Staff

Whenever possible, the County shall use the County's equipment to abate the unsatisfactory conditions present within the Catch Basin. Should specialized equipment be needed to abate conditions within the Catch Basin or Boat Basin, County and Port will coordinate to procure such equipment in the best interests of the Port. Payment for specialized equipment will be arranged pursuant to Section 4 of the Intergovernmental Agreement between the parties.

Responsibility and Coordination

Work conducted to abate sediment or material deposit within the Boat Basin shall be the responsibility of the Port, and the County will be responsible for any cost incurred by the Port in completion of that abatement. Generally, the parties are expected to coordinate to the extent possible to ensure the economic feasibility of the abatement for both parties.

Recommendations of Port

Whenever possible, the County shall accept the reasonable recommendations of the Port regarding the specific type of equipment and methods used to abate unsatisfactory conditions within the Catch Basin or Boat Basin.

Removal of Boat Basin Material

Should the abatement of sediment or material deposits within the Boat Basin become necessary specifically due to the failure of County to regularly inspect and maintain the Catch Basin, the County shall be responsible for any costs, fees, and incidental charges incurred by the Port in the course of the removal of sediment or material from the Boat Basin as provided in the Intergovernmental Agreement between the parties.

CATCH BASIN INSPECTION RECORD

Name / Title of Inspector: _____		
Date of Inspection: _____ <div style="text-align: center; font-size: small;">MM / DD / YEAR</div>		Required Maintenance / Problems: <input type="checkbox"/> Remove accumulated sediment <input type="checkbox"/> Remove trash and debris <input type="checkbox"/> New grate is required <input type="checkbox"/> Grate needs to be aligned <input type="checkbox"/> Pipe is blocked <input type="checkbox"/> Pipe maintenance is required <input type="checkbox"/> Frame maintenance is required <input type="checkbox"/> Basin undermined or bypassed <input type="checkbox"/> Cannot remove cover <input type="checkbox"/> Corrosion <input type="checkbox"/> Need cement around grate <input type="checkbox"/> Other: _____ <i>If any checked above, indicate date of scheduled maintenance or repair below.</i>
Weather Conditions: <input type="checkbox"/> Dry > 24 hours <input type="checkbox"/> Wet		
Catch Basin condition: <input type="checkbox"/> Flows <input type="checkbox"/> Standing water	Grate properly aligned? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Sediment buildup depth: <input type="checkbox"/> 0-6" <input type="checkbox"/> 6-12" <input type="checkbox"/> 12-18" <input type="checkbox"/> 18-24" <input type="checkbox"/> > 24"	Observed: <input type="checkbox"/> Foam <input type="checkbox"/> Oil Sheen <input type="checkbox"/> Sanitary Waste <input type="checkbox"/> Floatables <input type="checkbox"/> Excessive Sediment <input type="checkbox"/> Other: _____	
More than 50% full? <input type="checkbox"/> Yes <input type="checkbox"/> No	Effluent Flow? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Comments: 		
Abatement scheduled for: _____ at _____ <div style="text-align: center; font-size: small;">MM / DD / YEAR TIME</div>		