



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, October 21, 2015 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

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

- 1. Call to Order and Pledge of Allegiance**
- 2. Agenda Amendments**
- 3. Approval of Agenda**
- 4. Presentations to the Board**
 - a. Years of Service Award for Diana Carpenter – Roads
- 5. Public Comments**
- 6. New Business**
- 7. Old Business**
- 8. Proclamations/Resolutions/Legislative Actions**
- 9. Administrative Actions/Appointments**
 - a. New Hire Maintenance and Construction Worker III, E. Allen – Roads
 - b. Promotion Maintenance and Construction Foreman, D. Hannen - Roads
 - c. Add the Custody Policy Manual Including Jail Standards to the Lexipol/OSSA Online Subscription Agreement – Sheriff
 - d. New Hire Communications Deputy I, M. Dennard – Sheriff
 - e. New Hire Corrections Deputy I, J. Rhodes – Sheriff
 - f. Victims of Crime Act (VOCA CFA) 2015-2017 Grant Application – District Attorney
 - g. New Hire Victim Assistance Program Advocate, J. Campbell – District Attorney
 - h. Change to Full Time Employee (FTE) Status, C. Mathers – District Attorney
 - i. Coastal Center for Youth Counseling Services Agreement – Juvenile
 - j. New Hire Community Service Coordinator, T. Wardle – Juvenile
 - k. Contract with HarborView Windows Heating & Air, Inc for Ductless System – Facilities
 - l. New Hire Buildings & Grounds Custodian, D. Richardson – Facilities
 - m. Airport Fencing Contract – Economic Development
 - n. Airport Fencing Grant Signature Authority – Economic Development
 - o. Airport Capital Improvement Plan Update – Economic Development
 - p. Community Development Block Grant (CDBG) Delegation of Authority – Counsel

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.

- q. Airport Hangar Lease Transfer – Counsel
- r. Brookings Disaster Resiliency Support Letter – Commissioners
- s. Dissolving the Public Services Financial Advisory Committee – Counsel
- t. Committees and Task Force Policy for Filing of Agendas and Minutes - Commissioners

10. Consent Calendar

- a. Minutes Commissioners Workshop 09-23-2015

11. Commissioner Updates , Liaison and Staff Reports

12. Executive Session

- a. Pursuant to ORS 192.660(2)(h) To Consult with Counsel Concerning the Legal Rights and Duties of a Public Body with Regard to Current Litigation or Litigation Likely to be Filed. This concerns GIS.

13. Announcements

- a. Retired Senior Volunteer Program (RSVP) Advisory Council has vacancies.
- b. Vendor Applications are Now Being Accepted for Fungi Fest held at The Event Center on the Beach Saturday, November 7, 2015.

14. Adjourn

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Approval of Board of Commissioners Minutes

AGENDA DATE^a: 10-21-2015 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Shelía Megson **PHONE/EXT:** 3296

BRIEF BACKGROUND OR NOTE^b: Approval of 09-23-2015 Board of Commissioners Workshop

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Minutes

- (1) 2015_09_23 Workshop MINUTES
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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 Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:



CURRY COUNTY BOARD OF COMMISSIONERS

MINUTES – WORKSHOP

Wednesday, September 23, 2015 –10:00 A.M.

Commissioners' Hearing Room, Courthouse Annex
94235 Moore St., Gold Beach, Oregon 97444

Commissioners Present: Chair Susan Brown, Vice-Chair Tom Huxley, David Brock Smith

Staff Present: Board of Commissioners Administrative Assistant, Shelía Megson; Assessor, Jim Kolen; Information Technology Director, Todd Weeks; Clerk, Renee Kolen;

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Commissioner Brown called the meeting to order at 10:05 a.m.

2. OLD BUSINESS

Geographic Information Systems (GIS) update and informational discussion

Commissioner Brown shared that Linda Spurgeon from Coos Curry Electric had sent an email saying that the site was virtually unusable and therefore not to standards for their utilization. Rob Schaffer, who does the road updates and uses the GIS system to do so, indicated that on the county site there is no access to the needed layers, and he has only been able to input data for the roads. Concern was expressed that Rob might still be working in the old system.

Registered land surveyor and technology developer David Lucas was in attendance. He had been asked to help with the GIS by Kolen. Commissioner Huxley had given him a flash drive with all the contracts on it after the Commissioners' general meeting of September 9, 2015. Commissioner Huxley gave him a large printed packet of information which was what Lucas had emailed to Commissioner Huxley on the subject. Two days prior to the meeting Lucas had lunch with Commissioner Huxley where Commissioner Huxley gave him copies of all the invoices. Lucas reviewed all the information and said that there are discrepancies between what the contract had called for and what is actually on the site and noted numerous items as examples. He also highlighted things that were in the contract and were on the system but did not work very well. He advised about the contracts as follows: Contract #4723 was to create, was not objective. It stated that the programmers were to talk to the stakeholders, find out what they want and make that product. Contract #4812 was for specifics, #4813 was to extend #4723.

Lucas also made a call to the county's previously contracted GIS consultant, Keith Massie, that morning. Based upon that call he does not think that any more work will be done to the site in order to fix existing problems, nor any additional features, without a new contract and expense of funds in a secondary phase of site development. Through research he had discovered that Massie created the system for Medford which did have the specific needed items on their site. He is not sure if Massie created those or if they were fixes done by a third party afterwards. He also discovered during the phone call that programmer employees had performed the existing work and not Massie personally which he had assumed. Lucas also said that Massie did talk about how so much work had already gone into the project and that he felt he had helped the county considerably.

Lucas says that according to some screen shots that he took, there are things that were working before but have been deactivated. He says that someone had modified the programming as recently as two days before this workshop. Lucas also expressed concern that internet searches only returned results for the old site and not the newly developed one.

Commissioner Smith asked if there was any more information since he had been away from the office for a short time during his wedding. Commissioner Brown said that she would put all of the correspondence in the Commissioners shared drive and will forward them to David Lucas.

Commissioner Huxley said that he searched for information and he put what he had in chronological order in a file on the M drive. Commissioner Huxley reported that in half of the emails and invoices from Massie that he refers to the wrong contract. Contract #4790 was a contract only with the Assessor. Kolen agreed that one is completed and was with Massie but not about GIS. Commissioner Brown advised that there are no current contracts with anyone; a search had been done for any of them and none were found. She said that Massie and anyone without a current contract should not have access to the system.

Commissioner Brown informed that she has asked Schaffer, since he is a county employee, to work with Lucas in getting into the system and having modifications done on the current site of Currymap.org. Lucas said that he was leaving the area until December. Commissioner Smith was concerned that payment on the contract has been made, but according to Lucas, not all of the features in the contract were provided. Commissioner Smith expressed concern that allowing other people into the program at this time would confuse matters concerning who did what modifications. Lucas agreed.

The Board was very thankful of Lucas' time and all the work he has put into this matter. It was agreed that the Board should have the discussions with Massie. Commissioner Huxley suggested that the Board send Massie a letter with the packet of information that they have received as well as a video copy of this meeting. He suggested telling Massie that a response would be expected by Thursday October 1 so that information is shared amongst the Board before the next meeting. Consensus reached on this decision and that access be removed from Massie or anyone else without current contract or positions that would require such. The Board is open to allowing Massie more time to respond beyond October 1, 2015.

Weeks had not been copied on the emails from Lucas to Commissioner Huxley. Weeks will contact Massie to advise him of the date change for the Board General Meeting since the Board wants him present. Weeks suggested all the stakeholders should attend since they have paid for this and expecting version two to happen.

3. CITIZENS CONCERNS

(None.)

4. MATTERS FROM COMMISSIONERS

Commissioner Smith requested that the upcoming General Meeting on 10-07-15 be moved to 10-06-15 to facilitate his need to attend the Sustainable Forest Collaborative meeting in Portland the following day. Consensus reached to move the date.

Commissioner Smith informed that Dave Lacy requested a new letter from the Board concerning the mineral withdraw issue. The comment period on the matter ends on Monday the 28. Commissioner

Smith offered to pen a letter if the Board would like to send it. Commissioner Brown suggested that since a special meeting cannot be done that each can send their own letter. It was agreed to send separate letters.

15. ANNOUNCEMENTS

(None.)

16. MISCELLANEOUS

(None.)

17. ADJOURN

Commissioner Brown adjourned the meeting at 11:27 a.m.

Respectfully Submitted,
Shelía M. Megson

These minutes from Wednesday, September 23, 2015 Board of Commissioners' Workshop approved this 21 day of October, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Executive Session- ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. This concerns GIS.

AGENDA DATE^a: 21 Oct. 2015 **SUBMITTING DEPARTMENT:** Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: M. Gerard Herbage **PHONE/EXT:** x3291

BRIEF BACKGROUND OR NOTE^b: Shala Kudlac will be present for discussion.

^bindicate if more than one copy to be signed

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

- (1)
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^aNote: 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)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Years of Service Recognition - Diana Carpenter

AGENDA DATE^a: October 21st, 2015 **SUBMITTING DEPARTMENT:** Road

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Doug Robbins

PHONE/EXT: 3393

BRIEF BACKGROUND OR NOTE^b: This is a 15 years of service recognition for Diana. Diana has been serving the citizens of Curry County for over 15 years now and has spent more than 11 years in the Road Department. I have had the pleasure of working with her for the last year and a half.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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: Other Agency Presentations

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 Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Maintenance & Construction Worker III Hire Order

AGENDA DATE^a: October 21st, 2015 **SUBMITTING DEPARTMENT:** Road

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Doug Robbins

PHONE/EXT: 3393

BRIEF BACKGROUND OR NOTE^b: I am proposing to hire Edward Allen to fill a vacancy created by a recent promotion in the Road Department. Mr. Allen has a strong back ground in equipment operation. He was pick after interviewiing several applicants. His experience qualifies him to start at step D in this classification.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Hire Order
- (2)Job Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name: Road Department

Address:

City/State/Zip:

Phone:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Adminstrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Hiring an employee involves certain legal obligations.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Maintenance and Construction Worker III

EXEMPT: No

SALARY LEVEL: Road Department Maintenance and Trade-4

DOT CODE:

SUPERVISOR: Maintenance and Construction Foreman

PREPARED BY: Road Master

June 2015

POSITION SUMMARY:

Performs a variety of skilled manual tasks and operates heavy and specialized equipment requiring journeyman level skills in the general construction and maintenance of county roads, bridges and related facilities. Perform related work as required.

This classification is distinguished from lower classifications because of the specialized and technical nature of some tasks, the emphasis on the operation of heavy equipment and the need to have a knowledge of all construction and maintenance tasks to be used occasionally for supervising a work crew.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Operates grader, dozer, excavator, asphalt distributor, chip spreader, and 18-wheel self-loading lowboy.

Operates dump trucks, front-wheel loaders, brush cutters, rollers, backhoe, water tankers and truck mounted snow plows.

Performs manual labor associated with building fences, cleaning culverts, traffic control, pot hole patching, bridge repair, tree trimming, brush cutting, etc.

Maintains equipment by lubricating and making minor repairs.

Trains employees in lower classifications in the operation of heavy equipment.

Other duties as assigned.

JOB DESCRIPTION

JOB TITLE: Maintenance and Construction Worker III - page 2

SUPERVISORY RESPONSIBILITIES:

May occasionally exercise supervision over employees of a lower classification on a specific project.

May occasionally fill in for the Maintenance and Construction Foreman and assign daily work and supervise it to completion.

QUALIFICATION REQUIREMENTS:

Must have considerable knowledge of the appropriate tools, equipment, materials and procedures used in road construction and maintenance.

Must have considerable knowledge of the rules of safe operation of equipment used by this classification and the precautions to be taken to avoid accidents.

Must have considerable skill in the efficient operation of particular types of equipment including grader, dozer, asphalt distributor, excavator, chip spreader, and 18 wheel self-loading lowboy.

Must have the ability to train and supervise other employees.

Must have the ability to perform basic arithmetic computations and perform work to engineering specifications.

Must have the ability to establish and maintain effective working relationships with other employees and the public.

Must be able to understand and follow reasonably complex oral and written instructions.

Minimum of three years of experience in general highway maintenance and construction work; sufficient education to insure the ability to read, write and perform basic arithmetic computations; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the duties.

Requires possession of a valid Class A Oregon Commercial Driver's License (CDL) with tank endorsement.

JOB DESCRIPTION

JOB TITLE: Maintenance and Construction Worker III - page 3

EDUCATION AND/OR EXPERIENCE: (cont.)

Requires possession of a current certificate for the completion of ODOT Work Zone Traffic Control Course (Flaggers Card).

PHYSICAL DEMANDS:

Must have the ability to read and interpret plans and specifications.

Must have the ability to perform strenuous physical tasks.

Must have the ability to work in variable and inclement weather conditions.

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

WORK ENVIRONMENT:

The noise level in the work environment may be high at times.

The weather in the work environment will be variable and may be adverse at times.

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

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

ORDER NO: _____

WHEREAS, it is the recommendation of, Douglas M. Robbins

Roadmaster, that the following person be hired to fill the position

identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Edward A. Allen	M&CWIII	4-M / D	\$20.28/hr	FT

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

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 October 21st, 2015.

Dated this 13th day of October, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Promotion Order for Don Hannen--Road Department

AGENDA DATE^a: October 21st, 2015 **SUBMITTING DEPARTMENT:** Road

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Doug Robbins

PHONE/EXT: 3393

BRIEF BACKGROUND OR NOTE^b: Don Hannen is being promoted from his current position of Maintenance & Construction Worker III to Construction Road Foreman to fill a vacancy created by the retirement of Ron Speece, who is the current Road Foreman. Don was selected for this promotion following an open recruitment process amongst department employees.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Promotion Order
- (2)Job Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name: Road Department

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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 Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Maintenance and Construction Foreman

EXEMPT: No
SALARY LEVEL: R - 10
SUPERVISOR: Road Master
PREPARED BY: Road Master March 2007

POSITION SUMMARY:

Supervises maintenance, construction and operational activities of the Road Department including bridges, roads and special projects. Responsible for specific activities involving the use of specialized and highly developed skills.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Exercises daily supervision over employees engaged in various road maintenance and construction activities. (Typically 11-15 FTE)

Plans, assigns and supervises work for bridge maintenance projects including replacement of stringers, caps, decking, piling and guardrails.

Reviews daily work reports to insure accuracy including documented materials usage, production accomplished, etc.

Develops annual maintenance plan for the County road system.

May perform crew member work in the absence of other members or when more personnel are needed.

Other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Direct supervision is exercised over the road maintenance crew; evaluates performance and assists in selecting personnel.

QUALIFICATION REQUIREMENTS:

Must have considerable knowledge of the materials, methods and equipment used in road and bridge construction and maintenance and of the proper safety procedures used in road and bridge construction and maintenance.

Must have the ability to plan, organize and supervise the work of semiskilled and skilled workers to meet work schedules and in a manner that encourages a high level of productivity.

Must have the ability to communicate effectively.

Must have the ability to maintain accurate daily work reports.

Must have the ability to establish and maintain effective relationships with other employees and the public.

Must have the ability to work with limited supervision in an independent setting, while able to recognize situations in which supervision and guidance are necessary.

Must have the ability to meet the public to review concerns and problems and respond in a diplomatic manner.

Must be able to understand and follow oral and written instructions.

EDUCATION AND/OR EXPERIENCE:

Minimum of five years of general road maintenance and construction experience affording some experience in a supervisory capacity; graduation from high school or completion of the equivalent GED certificate or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the duties.

Requires possession of a valid Oregon Drivers License.

JOB DESCRIPTION

JOB TITLE: Maintenance and Construction Foreman - Page 3

PHYSICAL DEMANDS:

Ability to deal effectively with stress.

Ability to perform manual tasks for extended periods of time in inclement weather.

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

WORK ENVIRONMENT:

The noise level in the work environment may be high at times.

The weather in the work environment will be variable and may be adverse at times.

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

**IN THE MATTER OF THE PROMOTION)
OF AN EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Douglas M. Robbins, Roadmaster,
that Donald L. Hannen, currently a Maintenance and Construction Worker III,
Salary Range 4-M, Step E, at \$21.33/ hour, be promoted to Road Foreman,
Salary Range 10-R, Step B, at \$23.60/ hour.

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

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 November 1st, 2015.

Dated this 13th day of October, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Adds Custody Policy Manual including Jail Standards to the Lexipol online Subscription Agreement. Signature Authority to Sheriff John Ward.

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Sheriff's Office

^aSubmit **5:00 p.m. on the Thursday** prior to the next General meeting.

CONTACT PERSON: Pam Dickson

PHONE/EXT: 3322

BRIEF BACKGROUND OR NOTE^b: Addendum adding a Custody Policy Manual, including Jail Standards, to the current online Lexipol Subscription Agreement. Also authorizes a CIS Grant application be made for \$1,050 to pay for half of the cost. Signature Authority to Sheriff John Ward.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1) Addendum to Online Subscription Agreement

(2) Lexipol/OSSA Agreement

(3)

(4)

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^c

Name:

Send Document Hardcopy

Address:

Due date to send: / /

City/State/Zip:

Phone:

^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) Agreement is a legal document

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner David Brock Smith Yes No

Commissioner Susan Brown Yes No

Commissioner David Itzen Yes No

Comment:



PREDICTABLE IS PREVENTABLE®

Addendum to Online Subscription Agreement between Lexipol and Curry County Sheriff's Office

Agency is purchasing the following service:

POLICY MANUAL SUBSCRIPTIONS:			
Policy Manual & Daily Training Bulletins <input type="checkbox"/>	DTBs Only <input type="checkbox"/>	Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Law Enforcement <input type="checkbox"/>	Custody <input checked="" type="checkbox"/>	Fire <input type="checkbox"/>	
Supplemental Publication Service (SPS) <input type="checkbox"/>		Year 1 Pricing \$ <u>2,100.00</u>	Year 2 Pricing \$ <u>2,975.00</u>
Law Enforcement <input type="checkbox"/>	Custody <input type="checkbox"/>	Fire <input type="checkbox"/>	
Implementation Services <input type="checkbox"/>		Pricing \$ _____	
Management Services	Policy Updates <input type="checkbox"/>	DTBs <input type="checkbox"/>	Year 1 Pricing \$ _____ Year 2 Pricing \$ _____

Please complete all fields and place N/A where applicable.

(Chief/Sheriff/Manager Name) (Title) (Chief/Sheriff/Manager Email) (Chief/Sheriff/Manager Direct Phone)
 John Ward Sheriff wardj@co.curry.or.us 541-247-3242

(Name of Agency as you want it to appear on the manual)

Curry County Sheriff's Office

(Agency Street Address) (City) (State) (Zip Code) (County)
 29808 Colvin St Gold Beach Or 97444 Curry

(Billing Address if different from above) (City) (State) (Zip Code)
 94235 Moore St. #311 Gold Beach Or 97444

(Agency Phone) (Fax) (Email)
 541 247-3242 541 247-6893 dicksonp@co.curry.or.us

(Risk Management Group/Insurance Pool) (Accreditation Agency)
 CIS OSSA Jail Standards

(No. of Authorized Personnel) (If Custody – No. of Beds) (Agency Fiscal Year End) (Agency Website)
 35

(Policy Primary User Full Name) (Title) (Primary User Phone) (Policy Primary User Email)
 Joel Hensley Sergeant 541 247-3320 hensleyj@co.curry

Terms and Conditions: This subscription order falls under the original online subscription agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents additional services to the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking the "Terms and Conditions of Use" hypertext link located on Lexipol Forum page once Agency becomes a subscriber. AGENCY MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE AGENCY CAN USE THIS WEBSITE.

The subscription agreement is authorized and approved by:

(Name of Authorized Signer) (Title) (Email, Authorized Signer) (Phone, Authorized Signer)
 John Ward Sheriff wardj@co.curry.or.us 541 247-3242

(Authorized Agency Signature) (Date)
 10-07-2015

Please return to: Fax: (949)484-4443 – Email: contracts@lexipol.com

Send: Lexipol LLC, 6B Liberty, Suite 200, Aliso Viejo, CA 92656



Predictable is Preventable®

AGREEMENT

This Agreement between Lexipol and the Oregon State Sheriff's Association (OSSA), a 501C(3) non-profit organization, is for the purpose of establishing a basis for the use by Lexipol of OSSA's proprietary and copyrighted Oregon Jail Standards, for the purpose of incorporating said materials into Lexipol content and loading into the Lexipol Knowledge Management System (KMS) to enable Lexipol to offer such materials to Oregon Sheriffs' offices that subscribe to Lexipol's services.

In consideration of the mutual covenants contained in this Agreement, Lexipol and OSSA agree as follows:

1. LEXIPOL will:

(a) Utilize OSSA's proprietary and copyrighted Oregon Jail Standards and updates thereto provided by OSSA to Lexipol (OSSA Jail Standards) solely as authorized by Section 2 below.

(b) Hold confidential and not disclose the OSSA Jail Standards to persons or entities other than subscribing Sheriffs' offices having a reasonable need to have access to the OSSA Jail Standards in connection with the permitted purposes hereunder, without the prior written consent of the OSSA.

(c) Pay OSSA during the term of this Agreement an annual fee of \$5000 for the rights to use the OSSA Jail Standards granted by this Agreement, prorated for any partial year. The first prorated payment (for the remainder of 2015) shall be made within 30 days of the execution of this agreement, and the payment for the use of the standards for 2016 shall be made on January 1, 2016. Successive payments shall be due each January 1 during the time this agreement remains in effect.

(d) Pay OSSA for the services of a subject matter expert affiliated with OSSA to periodically update the standards and to review Lexipol's state-specific policy manual for Oregon to ensure the content developed by Lexipol adequately supports compliance with the OSSA Jail Standards, in the amount of \$3000 per year. For 2015 the amount shall be prorated from the time of final execution to the end of 2015, and payment for the successive years shall be due January 1, 2016 and each January 1 thereafter.

2. OSSA:

(a) Will provide Lexipol with the OSSA Jail Standards, including all updates created by OSSA as and when created, and a subject matter expert affiliated with OSSA who will review Lexipol's state-specific policy manual for Oregon to ensure the content developed by Lexipol adequately supports compliance with the OSSA Jail Standards.

(b) Hereby grants Lexipol an exclusive (with the exception of O SSA and any Oregon Sheriff's Office) right and license to access and use the O SSA Jail Standards during the term of this agreement. During the term of this agreement, Lexipol may also make modifications thereto and derivative works thereof, and to display, publish and distribute the same to Sheriffs' offices that are members of O SSA and subscribers of Lexipol's services during the term of this agreement. Lexipol agrees to take all precautions to protect the O SSA Jail Standards from disclosure to anyone other than Lexipol staff and O SSA members who subscribe to Lexipol's custody products. Lexipol agrees that O SSA shall remain the sole owner and copyright holder of the O SSA jail standards as they currently exist or as modified or updated in the future, including any derivative works, subject to Lexipol's rights to use, modify, display, publish and distribute the standards as described in this paragraph during the term of this agreement. In the event that Lexipol is served with any subpoena or other legal process to obtain a copy of all or part of the O SSA Jail Standards or any derivative works thereof, Lexipol agrees to resist such subpoena or legal process to the extent allowed by law unless O SSA consents in writing to the release, and to immediately notify O SSA of the subpoena or other legal process. In no event may Lexipol voluntarily share, disseminate or publish all or part of the O SSA Jail Standards except as specifically authorized in this agreement, without written permission from O SSA.

3. RIGHT TO AUTHORIZE

O SSA represents and warrants that it possesses all necessary powers, rights and authority to grant to Lexipol the rights and licenses granted by this Agreement, and that Lexipol's use of the O SSA Jail Standards as authorized by this Agreement will not violate or infringe any copyright or other right of any other person or entity. Lexipol represents and warrants that it has the necessary authority to enter into this agreement, that this agreement, upon execution, shall be a valid and binding obligation of Lexipol and that it may be enforced according to its terms. All of the foregoing representations and warranties shall survive the termination of this Agreement.

4. TERM

The term of this Agreement will commence on August 24, 2015 (the "Effective Date") and will continue until terminated by either party in accordance with the immediately following sentence. At any time after the first anniversary of the Effective Date, either party may terminate this Agreement with 90 days written notice to the other party. Upon termination of this agreement, any and all rights of Lexipol to use, access, share or distribute O SSA jail standards or any derivative works shall terminate and Lexipol will immediately return to O SSA all copies in any medium of the standards or derivative works thereof. Alternatively, Lexipol may destroy the copies and provide a sworn certification to O SSA that all copies of the O SSA standards and any derivative works thereof have been destroyed.

O SSA may terminate this contract if Lexipol fails to pay any agreed upon amounts due after being notified in writing that the amounts due have not been paid. Upon notification by O SSA of non-payment, Lexipol shall have fifteen days to cure the breach. If Lexipol fails to cure the breach within fifteen days of notification, O SSA shall have the right to immediately terminate this agreement.

5. OTHER

This Agreement does not create a partnership, association or joint venture between Lexipol and

OSSA. Use of logo or copyrighted materials will be agreed by both parties in advance.

6. BREACH – LIQUIDATED DAMAGES

Lexipol understands and agrees that the OSSA Jail Standards are the intellectual property of OSSA, and that OSSA has spent a large sum of money to update and protect its intellectual property. In the event of disclosure by Lexipol of the OSSA copyrighted Standards, in a manner other than as permitted by this Agreement, OSSA shall be entitled to equitable relief, including injunctions and specific performance (without the need to post bond), in addition to all other remedies available to OSSA and its Affiliates under this Agreement, at law, in equity or otherwise. In addition, OSSA shall be entitled to reasonable attorney fees incurred in successfully enforcing this Agreement, provided however that Lexipol will only be liable for a disclosure that is committed by Lexipol, its officers, employees or agents. In no case will Lexipol be obligated for damages in the event of a disclosure by a third party.

7. AMENDMENTS

This agreement may only be amended or modified by a written amendment signed by the authorized agents of the parties.

8. SURVIVAL

The terms, conditions, representations and warranties contained in this agreement shall survive the expiration or termination of this agreement.

9. THIRD PARTY BENEFICIARIES.

OSSA and Lexipol are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

10. WRITTEN NOTICE.

Any notice of change, termination, or other communication having a material effect on this contract shall be delivered to the OSSA Executive Director and the Lexipol Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

11. GOVERNING LAW/VENUE/ATTORNEY FEES.

This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OSSA and Lexipol that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. CONTRACTOR, BY EXECUTION OF THIS CONTRACT,

HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.

12. FORCE MAJEURE.

Neither OSSA not Lexipol shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, OSSA's or Lexipol's reasonable control.

13. LEXIPOL RATES FOR OREGON SHERIFF'S OFFICES

While pricing may be negotiated with individual counties, Lexipol pricing for Oregon sheriffs will be no higher than Lexipol's national rate schedule.

14. ENTIRE AGREEMENT

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their respective signatures.

OSSA:
By: 
Date: 10/6/15

LEXIPOL, LLC:
By: 
Date: 9/30/15

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: New Hire, Communications Deputy 1, Marcus L. Dennard

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Sheriff's Office

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Sheriff Ward/ P.D.

PHONE/EXT: 3322

BRIEF BACKGROUND OR NOTE^b: Hires Marcus L. Dennard as Communications Deputy I effective October 26, 2015

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)New Hire Order
- (2)Position Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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) Hiring an employee involves certain legal obligations.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No
- Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Communications Deputy I

EXEMPT: No
SALARY LEVEL: S-10
SUPERVISOR: Communications Sergeant
PREPARED BY: Sheriff

September 2006

POSITION SUMMARY:

Receives emergency and business calls and dispatches law enforcement officers, fire and ambulance equipment. Does related work as required. Work is performed under the supervision of the Communications Sergeant. An employee in this position requires certification by DPSST .

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Examples of Work: (Illustrative only)

An employee in this classification may perform any of the following duties. However, these examples do not include all specific tasks which the employee may be expected to perform.

1. Receive, process and prioritize 911 calls for police, fire and emergency medical services.
2. Dispatch police, fire and emergency medical services; maintain contact with all units on assignment; maintain status and location of police, fire and medical units.
3. Enter, update and retrieve information from a variety of computer systems.
4. Monitor and operate a variety of communications equipment, including multiple radio frequencies, telephone and computer systems.
5. Answer questions and provide information to the public.
6. Provide "pre-arrival" medical instruction via telephone.

JOB DESCRIPTION
JOB TITLE: Communications Deputy I - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

7. Performs a variety of clerical and record keeping duties involving criminal matters being processed by the Sheriff's Office.
8. Monitors burglar alarms; makes appropriate notifications.

SUPERVISORY RESPONSIBILITIES:

Supervision of other employees is not normally a responsibility of positions in this classification.

QUALIFICATION REQUIREMENTS:

Ability to interpret and give both verbal and written instructions

Ability to maintain composure and calm others in emergency and stressful situations.

Ability to analyze situations quickly and make sound decisions in emergency and routine situations.

Ability to comprehend and interpret laws, rules and regulations and directives.

Ability to exercise good judgment and common sense in application of established policies and procedures.

Ability to perform a variety of tasks simultaneously.

Ability to speak clearly and concisely over the radio and telephone.

Ability to input and retrieve computer data quickly; type 45 wpm

Ability to prioritize and multi-task.

JOB DESCRIPTION
JOB TITLE: Communications Deputy I - Page 3

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent GED certificate.

Knowledge of modern office practices and procedure; computer equipment; proper English usage, grammar, spelling and punctuation,

SPECIAL QUALIFICATIONS:

Applicants must be 21 years old and have a valid Oregon driver's license.

Possession of or ability to obtain within one year of employment Department of Public Safety Standards and Training Telecommunicator and Emergency Medical Dispatch certification.

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

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>.

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

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

ORDER NO: _____

WHEREAS, it is the recommendation of Sheriff John Ward,

that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
Marcus L. Dennard	Communications Deputy I	S-10 / A	\$3,223.00 / Month	Full-Time (Probationary)

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

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 October 26, 2015.

Dated this _____ day of _____, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: New Hire, Corrections Deputy 1, Jordan Rhodes

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Sheriff's Office

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Sheriff Ward/ P.D.

PHONE/EXT: 3322

BRIEF BACKGROUND OR NOTE^b: Hires Jordan Rhodes as Corrections Deputy I effective October 25, 2015

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)New Hire Order
- (2)Position Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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 Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Corrections Deputy I

EXEMPT: No
SALARY LEVEL: S-7
DOT CODE:
SUPERVISOR: Lieutenant - Communications/Corrections
PREPARED BY: Payroll/Personnel November 2014

POSITION SUMMARY:

Performs work as a Corrections & Communications Officer in the Curry County Jail and dispatch center. Primary emphasis of this classification is on ensuring the security and general welfare of those in custody of the Curry County Jail. Functions as an emergency public safety telecommunicator as needed. Does related work as required. Works under the supervision of the Corrections Sergeant and Lieutenant.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Examples of Work: (Illustrative only)

An employee in this classification may perform any of the following duties. However, these examples do not include all specific tasks which the employee may be expected to perform.

1. Receives and books all new inmates on assigned shift including: completing necessary forms, finger printing, photographing, searching, issuing jail clothing and bedding, interviewing for medical background and assigning housing by classification.
2. Oversees the maintenance activities of the facility including the cleaning of the basement, kitchen, jail, laundry and equipment.
3. Escorts inmates to and from court.
4. Escorts inmates to and from medical providers.
5. Distributes medication to inmates on orders from the doctor and maintains necessary records.

JOB DESCRIPTION
JOB TITLE: Corrections Deputy I - Page 2

Examples of Work: (cont.)

6. Transports inmates to and from other facilities as required.
7. Oversees food service to the inmates.

SUPERVISORY RESPONSIBILITIES:

Exercises supervision over inmates incarcerated in the jail. Supervision of co-workers and subordinates is not a requirement of employees of this classification.

QUALIFICATION REQUIREMENTS:

Ability to-

Understand oral and written instructions and act upon them accordingly.

Maintain control and security in a correctional environment.

Direct the work of those in custody.

Develop a considerable knowledge of a wide range of procedures, techniques, laws and ordinances.

Maintain composure during times of emergency. Ability to work effectively with those in custody, other employees and the general public.

Operate standard office and communication equipment.

Independently conduct departmental research and prepare reports and correspondence according to departmental or county standards.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalent GED certificate. Must be 21 years of age or older.

Maintain current First Aid and CPR certificates as required by the Oregon Board on Police Standards and Training.

JOB DESCRIPTION
JOB TITLE: Corrections Deputy I - Page 3

SPECIAL QUALIFICATIONS:

Possession of or ability to obtain within one year of employment Basic Corrections Officer Certificate with the Oregon Board on Police Standards and training.

Must possess valid Oregon Driver's License

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

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>.

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

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

ORDER NO: _____

WHEREAS, it is the recommendation of Sheriff John Ward,

that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
Jordan Rhodes	Corrections Deputy I	S-7 / A	\$3,223.00 / Month	Full-Time (Probationary)

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

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 October 25, 2015.

Dated this _____ day of _____, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: VOCA CFA 2015-2017 Grant Application

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** District Attorney's Office

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: Signing off on Grant Proposal

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Grant

(1)VOCA/CFA Grant Application

(2)

(3)

(4)

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) Additional Grant Funding

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

Name: Christine Mather - Vic. Advocate

Send Document Hardcopy/Electronically to:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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) This is a grant application.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

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

Commissioner David Brock Smith **Yes** **No**

Comment:

P. Budget Summary

		Year 1		Year 2		Total	
		VOCA	CFA	VOCA	CFA	VOC	CFA
						A	
1.	Total Grant Funds Requested:	\$46,507.00	\$22,608.00	\$46,507.00	\$22,608.00	\$93,014.00	\$45,216.00
2.	Total Administrative Funds Allowable:	Total VOCA \$9,301.40	Total CFA \$4,521.60				
3.	Total VOCA Match Required:	Total VOCA \$23,253.50					
4.	VOCA Budget Summary						
	Personnel	Year One Grant Funds	Year Two Grant Funds	Total Grant Funds	Total Cash Match	Total In-Kind Match	Total Project
	Salary	\$33,160.00	\$33,160.00	\$66,320.00	\$16,053.50	\$7,200.00	\$89,573.50
	Personnel Expenses	\$12,782.00	\$12,782.00	\$25,564.00	\$0	\$0	\$25,564.00
	Total Personnel	\$45,942.00	\$45,942.00	\$91,884.00	\$16,053.50	\$7,200.00	\$115,137.50
	Services & Supplies	Year One Grant Funds	Year Two Grant Funds	Total Grant Funds	Total Cash Match	Total In-Kind Match	Total Project
	Contractual Services	\$0	\$0	\$0	\$0	\$0	\$0
	Travel	\$264.00	\$264.00	\$528.00	\$0	\$0	\$528.00

P. Budget Summary

Training	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$131.00	\$131.00	\$262.00	\$0	\$0	\$262.00
Postage	\$45.00	\$45.00	\$90.00	\$0	\$0	\$90.00
Printing & Copying	\$0	\$0	\$0	\$0	\$0	\$0
Communication	\$125.00	\$125.00	\$250.00	\$0	\$0	\$250.00
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0
Total Services & Supplies	\$565.00	\$565.00	\$1,130.00	\$0	\$0	\$1,130.00
Other Costs	Year One Grant Funds	Year Two Grant Funds	Total Grant Funds	Total Cash Match	Total In-Kind Match	Total Project
Rent	\$0	\$0	\$0	\$0	\$0	\$0
Emergency Services	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
Administrative	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Services	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$46,507.00	\$46,507.00	\$93,014.00	\$16,053.50	\$7,200.00	\$116,267.50

5. CFA Budget Summary

Personnel	Year One Grant Funds	Year Two Grant Funds	Total Project
Salary	\$16,146.00	\$16,146.00	\$32,292.00

P. Budget Summary

			92.00
Personnel	\$6,216.00	\$6,216.00	\$12,4
Expenses			32.00
Total Personnel	\$22,362.00	\$22,362.00	\$44,7
			24.00
Services & Supplies	Year One Grant Funds	Year Two Grant Funds	Total Project
Contractual Services	\$0	\$0	\$0
Travel	\$246.00	\$246.00	\$492.00
Training	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0
Postage	\$0	\$0	\$0
Printing & Copying	\$0	\$0	\$0
Communication	\$0	\$0	\$0
Equipment Rental	\$0	\$0	\$0
Total Services & Supplies	\$246.00	\$246.00	\$492.00
Other Costs	Year One Grant Funds	Year Two Grant Funds	Total Project
Rent	\$0	\$0	\$0
Emergency Services	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0
Administrative	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Other Services	\$0	\$0	\$0

P. Budget Summary

Total	\$22,608.00	\$22,608.00	\$45,216.00
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 J. Coordination and Collaboration, Memorandum of Understanding, and Subcontracting

1. **In the appropriate boxes below, describe all community partnerships and collaborative working relationships with organizations essential to providing services to victims of crime.**
- a. Describe how services for victims of domestic violence and sexual assault are coordinated with community and other government based programs. *
- Not Applicable
- The goal of our community coordination for serving victims of domestic violence and sexual assault is to provide immediate assistance, in some instances that may require utilizing Oasis Shelter Home as the initial advocate contacts. Curry County VAP has occasionally called for assistance in aiding DV/SA victims in obtaining restraining orders, medical evaluations, and in some instances has requested the presence of Oasis in court with the victims. The partnership that is present between the VAP and Oasis Shelter Home has been and will continue to be an asset to the service of DV/SA victims, the ability of Oasis to temporarily house and maintain the safety of such victims is a necessary factor in furthering the prosecution of the perpetrators. As always the needs of the victim are of the utmost importance, making sure that even during a crisis victims who feel powerless understand that they have rights, and VAP and Oasis are here to ensure those rights are upheld.
- b. Describe the status of the SART in your county and any regular interactions with the SART. *
- Not Applicable
- Currently our SART has been on hiatus, but as the VAP Director I have been working diligently to reestablish the team's presence here in Curry County. The Curry County SART historically has been comprised of representatives from all branches of local law enforcement, Brookings Police, Gold Beach Police, Port Orford Police, Oregon State Police, and Curry County Sheriff's , DHS, Child Advocacy, Oasis, Curry General Hospital, and the District Attorney's office. When a sexual assault occurs, the law enforcement dispatch will notify the SART coordinator, who will in turn notify the SART medical examiner at Curry General, the medical examiner will collect the evidence utilizing a rape evidence kit and colposcopy exam. The evidence collected during the exam will then be turned over to the law enforcement representative in accord with the rules of evidence, to preserve the chain of evidence. The SART advocate will be present for the victim during the exam to offer support, if the victim wishes; if not the advocate will remain on the premises and available if the victim changes their mind. A SART trained officer will conduct a thorough interview, although sometimes a secondary interview may be needed, the investigative report will be submitted to the District Attorney and to appropriate agencies in cases of a child victim. Curry County VAP will have an active role in SART, at the monthly meetings they will brief the members on any updates in the case regarding the prosecution of the suspects, they are also apprised of any new cases of alleged abuses, and they also act as a liaison between the victim and the District Attorney's office. All members of SART are coordinating members in our law enforcement community and as such all partners have frequent contacts.
- c. Describe how services for child victims of abuse are coordinated with community and

 J. Coordination and Collaboration, Memorandum of Understanding, and Subcontracting

other government based programs and any regular interactions with the local MDT. *

Not Applicable

Curry County Child Advocacy handles all child abuse interviews, our director of the program is forensic interview trained and a former Juvenile Counselor, they are also the coordinator of the monthly MDT meetings. All interviews are recorded, and assessed by the director, law enforcement, and DHS to establish the need for further investigation, medical evaluation, removing the child from the current situation, and pursuing charges against the alleged suspect. Child Advocacy receives referrals from local school officials, law enforcement, DHS, Public Health, and the Juvenile department, and in turn CCAC cross reports to agencies involved, and place the case on the agenda for the next MDT meeting for discussion. All material gained through an interview are deemed to be confidential and not to be disclosed without a protective order from the District Attorney's office. The VAP participates in the assessing and screening of all cases presented to the MDT, they also take part in formulating safety plans, and treatment options available. The VAP also provides all advocacy and all mandated and requested rights, assists with CVC application process. The VAP also assists and participates with training through the Advocacy Center and with other community agencies.

- d. Describe how services for general victims of crime are coordinated with community and other government based programs. *

Not Applicable

Our MDT meetings in Curry County serve as a great resource for the agencies present involving all victims of crime and not just our child victims. We have many sections to our MDT including mental health and parole and probation to assist in helping all of our clients and making it easier to coordinate with the proper agencies. Following MDT is when we have our meetings with Aging Persons/People with Disabilities to follow up on any cases and make sure the proper agencies are informed of the details.

- e. Describe how services for victims of crime from underserved, marginalized and/or oppressed populations and/or Tribal Nations are coordinated with community and other government based programs. *

In Curry County we rely heavily on our resources to the south in California, Del Norte County and Smith River Rancheria, for cooperation and assistance with Tribal matters. Any other underserved populations we try to coordinate and pull together as many resources as possible through our working relationships with the women's shelter, Oasis, and the Department of Human Services' many branches.

2. Memorandum of Understanding - For purposes of this application, the MOU is a document containing the terms of the partnership and the roles and responsibilities between two or more parties.

Please upload the applicable Memorandum(s) of Understanding. A fillable version of the form can be found [here](#). If you are not able to access the fillable version, a standard Word document template can be found [here](#). Ensure that the MOU describes the roles and responsibilities of each partnering agency.

J. Coordination and Collaboration, Memorandum of Understanding, and Subcontracting

- 3. Proposed Subcontract #1 - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions.**
- Name of proposed subcontractor:
 - Describe the specific need and service which the contract is intended to address:
 - Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
 - Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
 - Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.
 - Do you have an additional subcontract to include?
Yes No
- 4. Proposed Subcontract #2 - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions.**
- Name of proposed subcontractor:
 - Describe the specific need and service which the contract is intended to address:
 - Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
 - Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
 - Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.
 - Do you have an additional subcontract to include?
Yes No
- 5. Proposed Subcontract #3 - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions.**
- Name of proposed subcontractor:
 - Describe the specific need and service which the contract is intended to address:
 - Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
 - Describe how the agency determined that subcontracting was the most efficient and

J. Coordination and Collaboration, Memorandum of Understanding, and Subcontracting

effective manner to deliver the service:

- e. Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.
- f. Do you have an additional subcontract to include?
Yes No

6. Proposed Subcontract #4 - A subcontract is needed for collaborations/partnerships that include an exchange of grant funds. If this application will include subcontracting, please respond to the following questions.

- a. Name of proposed subcontractor:
- b. Describe the specific need and service which the contract is intended to address:
- c. Describe the unique qualifications, abilities, or expertise of the subcontractor to meet the need and deliver the service:
- d. Describe how the agency determined that subcontracting was the most efficient and effective manner to deliver the service:
- e. Please upload the applicable subcontract. Click [here](#) to view the required minimum elements of a subcontract.

G. Crime Victim Compensation Information

1. Describe how the agency informs eligible victims of crime about the Crime Victim Compensation Program (CVCP) (check all that apply): *
 - Direct mailing to the victim
 - Telephone call to the victim
 - In-person meeting with the victim
 - Other
 If Other, please describe:

2. What assistance is provided to complete and file the application for CVCP? (check all that apply): *
 - CVCP staff contact information
 - One-on-one meeting with the victim
 - Obtain a copy of the police report and mail in the application for the victim
 - Provide a quiet and private space for the victim to complete the application
 - Telephone assistance
 - Other
 If Other, please describe:

3. Which staff in the agency are trained and able to provide assistance with CVCP applications? (Check all that apply): *
 - All
 - Volunteer Coordinator
 - Advocates
 - Volunteers
 - Director and/or Assistant Director
 - Administrative Assistants
 - Other
 If Other, please describe:

4. How has staff been trained about the CVCP? (Check all that apply): *
 - Attended training at DOJ CVSD
 - Trained by co-workers
 - Self taught
 - Job shadowing/Observation
 - Other
 If Other, please describe:

5. What problems, if any, does your agency face in connecting victims with the Crime Victims Compensation Program? *

If the victim is unwilling to meet with me in the office or at an outside location and I mail it directly to them, there is less of a chance of follow through. I generally like to personally submit all of my clients applications, that way I can be sure they are filled out correctly, the

G. Crime Victim Compensation Information

police report is attached, and they get sent in.

6. Indicate the number of unduplicated victims who will be assisted with the preparation and submission of a Crime Victim Compensation Claim by the end of the grant period: 15

O. VOCA Match

1.	Salary	Year 1	Year 2	Total
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Type and amount of salary match

funds:

Cash:	\$8,026.75	\$8,026.75	\$16,053.50
Volunteer Hours:	240	240	
Volunteer Hourly Rate:	\$15.00	\$15.00	
Volunteer Match:	\$3,600.00	\$3,600.00	\$7,200.00

Please describe any salaried position(s) including the FTE of each position included as cash match and describe how the hourly rate for any volunteers was calculated (mandated personnel costs may be included in the hourly rate, that is, FICA, FICA Med, UI and Workers' Compensation). Include an explanation of how the salaried position(s) and/or volunteer hours are necessary and beneficial to the project.

Only having one salaried employee, a part time advocate, and one volunteer in the program, all our positions and their respective hours are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

CFA Funds

2.	Personnel Expenses	Year 1	Year 2	Total
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Type and amount of personnel

expenses match funds:

Cash:	\$0	\$0	\$0
In-kind:	\$0	\$0	\$0

Please describe the percentage of personnel expenses for any position(s) included as cash match.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

3.	Contractual Services	Year 1	Year 2	Total
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Type and amount of contractual

services match funds:

Cash:	\$0	\$0	\$0
In-kind:	\$0	\$0	\$0

Please describe any contractual services, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

4.	Travel	Year 1	Year 2	Total
-----------	---------------	---------------	---------------	--------------

Type and amount of travel match

funds:

Cash:	\$0	\$0	\$0
In-kind:	\$0	\$0	\$0

O. VOCA Match

Please describe any travel costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

5. Training **Year 1** **Year 2** **Total**

Type and amount of training match funds:

Cash: \$0 \$0 \$0

In-kind: \$0 \$0 \$0

Please describe any training costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

6. Office Supplies **Year 1** **Year 2** **Total**

Type and amount of office supply match funds:

Cash: \$0

In-kind: \$0

Please describe any office supply costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

7. Postage **Year 1** **Year 2** **Total**

Type and amount of postage match funds:

Cash: \$0

In-kind: \$0

Please describe any postage costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

8. Printing & Copying **Year 1** **Year 2** **Total**

Type and amount of printing and copying match funds:

Cash: \$0

In-kind: \$0

Please describe any printing & copying costs, indicate how the cash or in-kind value was

O. VOCA Match

determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

9. Communication **Year 1** **Year 2** **Total**

Type and amount of communication match funds:

Cash: \$0

In-kind: \$0

Please describe any communication costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

10. Equipment Rental **Year 1** **Year 2** **Total**

Type and amount of equipment rental match funds:

Cash: \$0

In-kind: \$0

Please describe any equipment rental costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

11. Rent **Year 1** **Year 2** **Total**

Type and amount of rent match funds:

Cash: \$0

In-kind: \$0

Please describe any rent costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

12. Emergency Services **Year 1** **Year 2** **Total**

Type and amount of emergency services match funds:

Cash: \$0

O. VOCA Match

In-kind: \$0

Please describe any emergency services costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of federal, state or local funds, foundation grants, private donations, etc.).

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

13. Capital Outlay **Year 1** **Year 2** **Total**

Type and amount of capital outlay
match funds:

Cash: \$0

In-kind: \$0

Please describe any capital outlay costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

14. Indirect Costs **Year 1** **Year 2** **Total**

Type and amount of indirect cost
match funds:

Cash: \$0

In-kind: \$0

Please describe any indirect costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

15. Administrative **Year 1** **Year 2** **Total**

Type and amount of administrative
match funds:

Cash: \$0

In-kind: \$0

Please describe any administrative costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

16. Other **Year 1** **Year 2** **Total**

Type and amount of other match

O. VOCA Match

funds:

Cash: \$0

In-kind: \$0

Please describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Type and amount of other match

funds:

Cash: \$0

In-kind: \$0

Please describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

Type and amount of other match

funds:

Cash: \$0

In-kind: \$0

Please describe any other costs, indicate how the cash or in-kind value was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Please describe the source(s) of the match (type of state or local funds, foundation grants, private donations of cash, services, or goods, etc.).

17. Total Match	Year 1	Year 2	Total
Cash:	\$8,026.75	\$8,026.75	\$16,053.50
In-kind:	\$3,600.00	\$3,600.00	\$7,200.00
Total:	\$11,626.75	\$11,626.75	\$23,253.50

L. Personnel: Victim Advocate

1. **Staff Name:** TBD

2. **Position Title:** Victim Advocate

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
3. Salary funded by this grant:	\$6,530.00	\$3,200.00	\$6,530.00	\$3,200.00
4. Total annual salary for full-time equivalent (1 FTE):	\$30,275.00		\$30,275.00	

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 1. Refer to Show Help for a more detailed explanation and a calculation example.

\$30,275.00 X .17 (VOCA Funded) = \$6,530.00 (Year 1)

\$30,275.00 X .08 (CFA Funded) = \$3,200.00 (Year 1)

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 2 Refer to Show Help for a more detailed explanation and a calculation example.

\$30,275.00 X .17 (VOCA Funded) = \$6,530.00 (Year 2)

\$30,275.00 X .08 (CFA Funded) = \$3,200.00 (Year 2)

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
5. Personnel expenses funded by this grant:	\$527.00	\$258.00	\$527.00	\$258.00
6. Total annual personnel expenses for full-time equivalent:	\$11,201.75		\$11,201.75	

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 1 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to Show Help for a more detailed explanation and a calculation example.

\$11,201.75 X .17 (VOCA Funded) = \$527.00 (Year 1)

\$11,201.75 X .08 (CFA Funded) = \$258.00 (Year 1)

L. Personnel: Victim Advocate

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 2 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to Show Help for a more detailed explanation and a calculation example.

\$11,201.75 X .17 (VOCA Funded) = \$527.00 (Year 2)

\$11,201.75 X .08 (CFA Funded) = \$258.00 (Year 2)

		Year 1		Year 2	
		VOCA	CFA	VOCA	CFA
7.	FTE funded by this grant:	0.17	0.08	0.17	0.08
8.	What are the top five (5) major direct service activities to be performed by this proposed VOCA/CFA funded staff member?				
	Notification				
	Restitution				
	Court Accompaniment				
	Transportation				
	Assistance w/ Protective Orders				

L. Personnel: Curry County Victim Assistance Program Director

- 1. **Staff Name:** Christine Mather
- 2. **Position Title:** Curry County Victim Assistance Program Director

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
3. Salary funded by this grant:	\$26,630.00	\$12,946.00	\$26,630.00	\$12,946.00
4. Total annual salary for full-time equivalent (1 FTE):	\$39,576.00		\$39,576.00	

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 1. Refer to Show Help for a more detailed explanation and a calculation example.

\$39,576.00/ year X .48 FTE (VOCA) = \$26,630.00(Year 1)

\$39,576.00/ year X .52 FTE (CFA) = \$12,946.00 (Year 1)

Please show the annual salary and the percentage of time the staff position is to be allocated to the project in Year 2 Refer to Show Help for a more detailed explanation and a calculation example.

\$39,576.00/ year X .48 FTE (VOCA) = \$26,630.00 (Year 2)

\$39,576.00/ year X .52 FTE (CFA) = \$12,946.00 (Year 2)

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
5. Personnel expenses funded by this grant:	\$12,255.00	\$5,958.00	\$12,255.00	\$5,958.00
6. Total annual personnel expenses for full-time equivalent:	\$18,213.00		\$18,213.00	

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 1 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to Show Help for a more detailed explanation and a calculation example.

\$18,213.00/ year X .91 FTE (VOCA) = \$12,255.00(Year 1)

\$18,213.00/ year X .09 FTE (CFA) = \$5,958.00 (Year 1)

L. Personnel: Curry County Victim Assistance Program Director

Please indicate the dollar amount and the rate used to calculate the personnel costs of the staff position to be allocated to the project in Year 2 and include a list of the personnel costs included in the calculation (FICA, UI, Workers' Compensation, health insurance, retirement, etc.). Refer to Show Help for a more detailed explanation and a calculation example.

\$18,213.00/ year X .91 FTE (VOCA) = \$12,255.00(Year 2)

\$18,213.00/ year X .09 FTE (CFA) = \$5,958.00 (Year 2)

		Year 1		Year 2	
		VOCA	CFA	VOCA	CFA
7.	FTE funded by this grant:	0.67	0.33	0.67	0.33

8. **What are the top five (5) major direct service activities to be performed by this proposed VOCA/CFA funded staff member?**

- Notification
- Restitution
- Court Accompaniment
- Transportation
- Assistance w/ Protective Orders

I. Policies and Procedures Narrative

The Oregon Administrative Rules for Crime Victims Assistance, OAR 137-078-0030, requires that a city or county victims' assistance program (VAP) establish written procedures for the delivery of core services to victims of all types of crime. The written procedures should provide sufficient detail to ensure that the provision of the core services meets the specific service requirements described in OAR 137-078-0030.

A. Policies and Procedures

- 1. Establish a written procedure for notification to crime victims of their rights in Oregon.**
 - (a) Provide notice to victims of crime about their rights as a crime victim as soon as practicable including providing information about specific rights which must be requested to become rights, and provide access to information about how to remedy situations where crime victim notification rights are not honored.
- 2. Establish a written procedure for notification to crime victims of any critical stages of the criminal case.**
 - (a) Upon crime victim request inform crime victims in advance of any critical stage of the proceeding.
- 3. Establish written procedures on providing "advocacy" which is defined as the act of assisting crime victims and family members through the aftermath of a crime, ensuring their rights are honored within the criminal justice system.**
 - (a) Includes advocacy of the core services as well as acting as a liaison in locating and utilizing resources to improve the crime victims' emotional and mental health.
- 4. Establish a written procedure for assistance to crime victims in obtaining restitution or compensation for medical or other expenses incurred as a result of the criminal act.**
 - (a) Identify and contact crime victims who have sustained monetary losses and obtain verification of those losses (estimates of damage, salary verification, etc.);
 - (b) Make available to the Prosecuting Attorney and courts documentation of losses incurred by the crime victims;
 - (c) Assist crime victims when it is necessary for them to attend a restitution hearing; and
 - (d) Assist crime victims who inform the VAP of non-receipt of restitution payments by providing referral to persons who may assist the crime victim in obtaining a remedy for a violation of crime victims' right.
- 5. Establish a written procedure to prepare crime victims for the various court stages through which a case progresses.**
 - (a) Prepare crime victims, when practicable, either by written or oral communication, of the various court procedures through which a case progresses (grand jury, arraignment, plea trial, etc.).
- 6. Establish a written procedure to describe the circumstances under which crime victims may be accompanied to court hearings by VAP staff consistent with the purpose of providing support and information when deemed necessary or upon request. The procedure shall define when this service is not practicable.**
 - (a) Upon request or when deemed necessary by VAP staff, arrange for advocate(s) to accompany crime victims to court; and
 - (b) When possible, advocates who accompany crime victims to court will remain with crime victims throughout their court appearances.
- 7. Establish a written procedure for crime victims' input into the decision-making process,**

I. Policies and Procedures Narrative

both at the prosecutorial and the judicial level.

- (a) Involve the crime victims in the sentencing process, including appearances at sentencing hearings, making the court aware of the victim's presence, and facilitating the crime victim's involvement in the preparation of pre-sentence reports and the "Victim Impact Statement"; and
- (b) Upon the crime victims' request, and to the extent practicable, insure consultation with crime victims of violent felonies regarding the plea discussions before final plea agreements are made.

8. Establish a written procedure to inform crime victims and all family members of deceased crime victims of the process for the return of property held as evidence.

- (a) Refer crime victims to those criminal justice authorities responsible for the return of property held as evidence; and
- (b) Intercede on behalf of crime victims with those criminal justice authorities responsible for the return of property in order to obtain the early release of victims' property when necessary.

9. Establish a written procedure to assist victims facing logistical barriers to appearing in court.

- (a) Assist crime victims in arranging for the provision of temporary child care when appropriate;
- (b) Upon request, arrange for transportation of crime victims when deemed necessary for their participation in the criminal justice proceedings; and
- (c) Upon request, intercede with an employer on the crime victims' behalf where the need for court appearance has caused, or will cause, an employed person to lose time from work and possibly jeopardize his/her employment.

10. Establish a written procedure for notification to crime victims and relatives of deceased victims of compensable crimes under the Act of the existence of the CVCP. When requested, or determined to be necessary by CVSD, assist crime victims in collecting required documentation, completing and submitting CVCP applications.

- (a) Notify crime victims of the existence of the CVCP and provide an explanation of available benefits by providing crime victims and relatives with an informational brochure and an application form;
- (b) When requested, assist crime victims and relatives, who are not able to do so independently, in gathering information and completing their applications in order to submit a claim for compensation; and
- (c) Upon request, inquire as to the claim status and payments with the CVCP.

11. Develop written practices to address the interests, needs, and safety of crime victims in order to encourage and facilitate crime victims' testimony. The services listed below may be provided to a witness to a crime, when deemed necessary or appropriate in circumstances where the witness has been traumatized by the crime.

- (a) Orient personnel of the criminal justice system, who will or may have contact with crime victims, to the needs of crime victims in general and in special circumstances, to the needs of particular crime victims;
- (b) Provide a safe waiting area separated from the defendant, defendant's family and friends;
- (c) Notify the appropriate law enforcement agency if protection of the crime victim is requested or deemed necessary by VAP staff;

I. Policies and Procedures Narrative

- (d) When deemed necessary, advise the proper authorities of the need to include no contact provision with the crime victim as a condition of a release agreement and order and sentencing judgment;
- (e) In those cases where tampering with or harassment of a crime victim occurs, encourage prosecutors to file proper charges and to give the charges priority in prosecutorial charging decisions; and
- (f) When hearings are cancelled, insure that a procedure exists to notify crime victims who have been requested or subpoenaed to appear, that the hearing has been cancelled, and that the victims' appearance has been excused, or continued to a future date, as the case may be.

Please upload the program's written procedures for the statutorily required core services:

http://cvsdegrants.com/_Upload/108671-PoliciesandProcedures.docx

B. Target Outputs

- 1. Indicate the number of unduplicated victims of crime who will be provided written notification of their rights by the end of the grant period: 300**
- 2. Indicate the number of unduplicated victims of crime who will request rights by the end of the grant period (return the VRRF): 150**

H. Project Description

1. Provide a clear and concise description of the victim service needs and gaps in your community.

By continuing our program our goal is to help and serve all the victims of crime and support them throughout the criminal justice process. We provide our clients with a safe place to discuss the case, court advocacy, and assistance in filling out the necessary paperwork (CVC applications, protective orders, restitution, etc.). We also offer our victims notifications by phone, email, or mail if they are unable to attend court proceedings or do not wish to be present.

Unfortunately due to a declining economy, an increase in transient tourists, and the reduced staff of law enforcement, we have seen a rise in crime. Mostly thefts, burglaries, and drug related non-physical crimes, with the exception of a rise in Domestic Violence. I see the rise in Domestic Violence as a direct correlation to the declining economy. The more people can't work or are laid off, the tighter money becomes, the more issues arise, and that is when tensions are high. This issue is starting to impact our community because crime is rising and with sparse law enforcement we will be seeing an increase in victims. Because of this increase in victims, it would be beneficial to expand the program as it is, but we do not have the means fiscally to do so.

2. Describe the specific activities and services to be provided by this project to address the needs and gaps described above, and describe who will deliver the proposed activities and services, including the training and experience of project staff.

Refer to Show Help for detailed explanation.

VOCA-NC and CFA funds combined * N/A

The Director/Advocate, Christine Mather will provide direct services to all victims of crime by attending court with victims and informing all victims of crime of their rights. Included but not limited to victims of adult, child sex abuse, elder abuse, domestic violence and all property crimes. As of now, this program only has enough funding for one 37.5 hour/ week employee. As a part of this program, there is also one volunteer that contributes five hours a week of their time to make sure we have someone in the office to answer phones and assist clients. For the most part, the one employee does all notifications, grant reporting, and advocacy for the clients in the program as funding allows.

VOCA-NC funds only * N/A ✓

CFA funds only * N/A ✓

3. Provide a description of the geographical area and target victim population(s) to be served, including underserved, marginalized and/or oppressed populations and/or Tribal Nations.

The current population of Curry County is approximately 22,335. Curry County is made up of 87.5% white, 2.2% American Indian or Alaskan native, 6.3% Hispanic, any race, 1% Asian or Pacific Islander, and 0.4% African American. Our greatest population, 49.7% are between the ages of 18 years and 64 years old. We have 30.3% of our population who are

H. Project Description

65 years or older and 20% from birth to 17 years age. We work with various agencies within our community to better serve our clients assuring they receive assistance through all avenues available to them.

- 4. Identify barriers to accessing project services and describe the plan to ensure that individuals who are eligible to be served by the project, including victims from underserved, marginalized and/or oppressed populations and/or Tribal Nations, will have access to funded services. This response should address approaches to improving accessibility that could include facility accommodation; adaptations for language, literacy and culture; assistive and adaptive technology; mobility, sight, and hearing access; transportation; etc.**

Our program doesn't typically see a lot of diversity in the clients we receive, but when we do we take the necessary steps to accommodate them. I am partially fluent (I can read, write, and somewhat speak) in Spanish for our Hispanic clients and we have also utilized a person in our community who owns the local Mexican Food Restaurant and is also on-call for the State Courts to interpret for Hispanic victims. We will continue to utilize the AT&T Interpretation line when needed.

As for Crime Victims' Rights Notification, we do have the blue victims' rights cards and brochures in different languages displayed here in our office along with posting the Office of Victims of Crime Posters in Our office to help victims and survivors of crime to better understand what our program does.

B. Services Checklist

Please indicate the victims and services included in your VOCA funded activities, combining the domestic violence, sexual assault, and underserved categories.

1. Identify the victims to be served through this VOCA funded project (check all that apply):*

- ✓ Adult Physical Assault (Includes Aggravated and Simple Assault)
- ✓ Adult Sexual Assault
- ✓ Adults Sexually Abused/Assaulted as Children
- ✓ Arson
- ✓ Bullying (Verbal, Cyber or Physical)

- ✓ Burglary
- ✓ Child Physical Abuse or Neglect
- ✓ Child Pornography
- ✓ Child Sexual Abuse/Assault
- ✓ Domestic and/or Family Violence
- ✓ DUI/DWI Incidents
- ✓ Elder Abuse or Neglect
- ✓ Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)
- ✓ Human Trafficking: Labor
- ✓ Human Trafficking: Sex
- ✓ Identity Theft/Fraud/Financial Crime
- ✓ Kidnapping
- ✓ Mass Violence (Domestic/International)
- ✓ Other Vehicular Victimization (e.g., Hit and Run)
- ✓ Robbery
- ✓ Stalking/Harassment
- ✓ Survivors of Homicide Victims
- ✓ Teen Dating Victimization
- ✓ Terrorism (Domestic/International)
- ✓ Violation of a Court Order

Other

If other, please describe:

2. Check the services to be provided by this VOCA funded project (check all that apply):*

a. Information & Referral

- ✓ Information about the criminal justice process
- ✓ Information about victim rights, how to obtain notifications, etc.
- ✓ Referral to other victim service programs
- ✓ Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

b. Personal Advocacy/Accompaniment

- ✓ Victim advocacy/accompaniment to emergency medical care
- ✓ Victim advocacy/accompaniment to medical forensic exam

B. Services Checklist

- ✓ Law enforcement interview advocacy/accompaniment
- ✓ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- ✓ Criminal advocacy/accompaniment
- ✓ Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)
- ✓ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- ✓ Performance of medical forensic exam or interview, or medical evidence collection
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Intervention with employer, creditor, landlord, or academic institution
- Child care assistance (provided by agency)
- ✓ Transportation assistance (provided by agency)
- Interpreter services
- ✓ Assistance with victim compensation

c. Emotional Support or Safety Services

- ✓ Crisis intervention (in-person, includes safety planning, etc.)
- ✓ Hotline/crisis line counseling
- Individual counseling
- ✓ On-scene crisis response (e.g., community crisis response)
- Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)
- Support groups (facilitated or peer)
- Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)

d. Shelter/Housing Services

- ✓ Emergency shelter or safe house
- Transitional housing
- Relocation assistance

e. Criminal/Civil Justice System Assistance

- ✓ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ✓ Victim impact statement assistance
- ✓ Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- ✓ Emergency justice-related assistance
- ✓ Civil legal attorney assistance in obtaining protection or restraining order
- ✓ Civil legal attorney assistance with family law issues (e.g., custody, visitation, or support)
- ✓ Other civil legal attorney assistance (e.g., landlord/tenant, employment, etc.)
- Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)
- ✓ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecution attorney)
- ✓ Criminal advocacy/accompaniment

B. Services Checklist

- ✓ Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)

M. Services and Supplies

1. Contractual Services

For any contractual service listed below, the Proposed Subcontracting section on Form J must be completed, including an uploaded Subcontract. Do not include contracted services for accounting or other administrative services, these costs should be included on the Other Costs page under Administrative Costs or Indirect Costs. Refer to Show Help for a more detailed explanation and a calculation example.

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
Contract Amount:	\$0	\$0	\$0	\$0

Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate). Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

N/A

Contract Amount:	\$0	\$0	\$0	\$0
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Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate). Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

N/A

Contract Amount:	\$0	\$0	\$0	\$0
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Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate). Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

N/A

Contract Amount:	\$0	\$0	\$0	\$0
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M. Services and Supplies

Enter the Subcontractor name, if known, the service to be provided, the compensation rate (hourly or monthly salary, hourly or daily fee, monthly fee, etc.) and the total estimated time to deliver the service (hours, days, months based on compensation rate). Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

List all expenses to be paid on the Subcontract in addition to any compensation (training costs, travel costs, mileage, meals and lodging, supplies, etc.).

N/A

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
2. Travel				
Total travel costs	\$264.00	\$246.00	\$264.00	\$246.00

funded by this grant:

Please describe Year 1 travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of miles, cost per mile), and explain how the travel costs are necessary and beneficial to the project. Refer to Show Help for a more detailed explanation and a calculation example.

1700 miles x .30/mile = \$510.00

We pick up victims, transport them to and from court proceedings, Grand Jury, trials, and sometimes personal matters if our schedule allows.

Please describe Year 2 travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of miles, cost per mile), and explain how the travel costs are necessary and beneficial to the project. Refer to Show Help for a more detailed explanation and a calculation example.

1700 miles x .30/mile = \$510.00

We pick up victims, transport them to and from court proceedings, Grand Jury, trials, and sometimes personal matters if our schedule allows.

3. Training

Government Per Diem

Rates

Year 1 Training	Approximate Date	# of Attend ees	Reg. Cost	Travel Cost	Lodging Cost	Meal Per Diem Cost	Total Cost	VOCA Costs	CFA Costs
							\$0		
							\$0		
							\$0		
							\$0		

M. Services and Supplies

Total Year 1 Training \$0 \$0 \$0 \$0 \$0 \$0 \$0

Costs:

Please provide a brief description of each training in Year 1, the calculations for how the training costs were determined, and an explanation of how the training is necessary and beneficial to the project. Refer to Show Help for a more detailed explanation, a calculation example, and the federal food and beverage policy.

Year 2 Training	Approximate Date	# of Attendees	Reg. Cost	Travel Cost	Lodging Cost	Meal Per Diem Cost	Total Cost	VOCA Costs	CFA Costs
-----------------	------------------	----------------	-----------	-------------	--------------	--------------------	------------	------------	-----------

\$0
\$0
\$0
\$0

Total Year 2 Training \$0 \$0 \$0 \$0 \$0 \$0 \$0

Costs:

Total training costs funded by the grant: \$0 \$0 \$0 \$0 \$0 \$0 \$0

Please provide a brief description of each training in Year 2, the calculations for how the training costs were determined, and an explanation of how the training is necessary and beneficial to the project. Refer to Show Help for a more detailed explanation, a calculation example, and the federal food and beverage policy.

	Year 1		Year 2	
4. Office Supplies	VOCA	CFA	VOCA	CFA
Total office supply costs funded by this grant:	\$131.00	\$0	\$131.00	\$0

Please list items for Year 1 by type (office supplies, copy paper, expendable equipment costing less than \$5,000 and having a useful life less than one year, etc.), explain how the cost estimate was determined, and provide an explanation for how these supplies are necessary and beneficial to the project. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Basically, after salary and benefits are expended from grant funds, we try and spread it out as evenly as possible through out the other service categories. This money will be used for pens, staples, tape, paper clips, rubber bands, file folders, post-its, message pads, etc.

Please list items for Year 2 by type (office supplies, copy paper, expendable equipment costing less than \$5,000 and having a useful life

M. Services and Supplies

less than one year, etc.), explain how the cost estimate was determined, and provide an explanation for how these supplies are necessary and beneficial to the project. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Basically, after salary and benefits are expended from grant funds, we try and spread it out as evenly as possible through out the other service categories. This money will be used for pens, staples, tape, paper clips, rubber bands, file folders, post-its, message pads, etc.

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
5. Postal Supplies				
Total postage costs	\$45.00	\$0	\$45.00	\$0

funded by this grant:

Please indicate the type of postal expenses for Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

After calculations for salary and benefits, I try and allocate money to the other areas of the program that are lacking. This money will be used for stamps that we use to mail out rights packages to our clients when we are unable to reach them by phone.

Please indicate the type of postal expenses for Year 2, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

After calculations for salary and benefits, I try and allocate money to the other areas of the program that are lacking. This money will be used for stamps that we use to mail out rights packages to our clients when we are unable to reach them by phone.

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
6. Printing & Copying				

Total printing and copying costs	\$0	\$0	\$0	\$0
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funded by this grant:

Please indicate the type of printing and copying expenses for Year 1, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Again, the cost is determined from remaining funds after salary and benefits have been calculated. These funds will be tied into office supplies as well, for paper, ink cartridges, and copying fees.

Please indicate the type of printing and copying expenses for Year 2, explain how the cost estimate was determined, and provide an explanation for how these costs are necessary and beneficial to the project.

Again, the cost is determined from remaining funds after salary and benefits have been calculated. These funds will be tied

M. Services and Supplies

into office supplies as well, for paper, ink cartridges, and copying fees.

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
7. Communication (Telephone, Cell Phone, Internet)				
Total	\$125.00		\$125.00	

communication costs funded by this grant:

Please indicate the type of communication expenses for Year 1 (local and long distance telephone services, toll free phone services, Internet, cellular phone services, etc.), explain how the cost estimate was determined for each type of expense, and provide an explanation for how each of these costs are necessary and beneficial to the project.

This funding will be used to keep our emergency line operating. It is a cell phone that the on-call director has with them at all times and is used strictly for victim correspondence.

Please indicate the type of communication expenses for Year 2 (local and long distance telephone services, toll free phone services, Internet, cellular phone services, etc.), explain how the cost estimate was determined for each type of expense, and provide an explanation for how each of these costs are necessary and beneficial to the project.

This funding will be used to keep our emergency line operating. It is a cell phone that the on-call director has with them at all times and is used strictly for victim correspondence.

	Year 1		Year 2	
	VOCA	CFA	VOCA	CFA
8. Equipment Rental				
Total equipment rental costs funded by this grant:	\$0	\$0	\$0	\$0

Please indicate the type of equipment rental expenses for Year 1 (postage meter, copier maintenance agreement, etc.), explain how the cost estimate was determined, and provide an explanation for how these costs is necessary and beneficial to the project.

N/A

Please indicate the type of equipment rental expenses for Year 2 (postage meter, copier maintenance agreement, etc.), explain how the cost estimate was determined, and provide an explanation for how these costs is necessary and beneficial to the project.

N/A

STATEMENT OF COMPLIANCE

Statement of Compliance with Eligibility

By submitting an Application, the Applicant certifies the ability to meet the common eligibility requirements described in the Request for Applications.

Statement of Compliance with Applicable State and Federal Laws

By submitting an application, the Applicant certifies the intent to comply with all relevant federal, state, and local laws and regulations, including, but not limited to, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, Federal Funding Accountability and Transparency Act, Services to Limited English-Proficient Persons, and the terms and conditions contained in the Grant Agreement, including the following incorporated as Exhibits A through F, accessible on the [VOCA webpage](#):

Initials

	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
	Standard Assurances
	Single Audit Certification Letter
	Certification of Compliance With Regulations Office For Civil Rights, Office of Justice Programs for Sub-grants Issued by the Oregon Department Of Justice
	Victims of Crime Act Special Conditions

To the best of my knowledge and belief, all data in this Application is true and correct, the document has been duly authorized by the governing body of the Applicant, and the Applicant accepts all of the requirements contained in this Request for Applications.

Authorized Person's Name (Please print)

Title

Authorized Person's Signature

Date



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under that grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:
Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



OMB APPROVAL NUMBER 1121-0140

As modified by the Office of Criminal Justice Services
Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2014

«Sal» «First_Name» «Last_Name»
«Grantee»
«Address»
«CityState»

RE: Subrecipient Audit Requirements of OMB Circular A-133 (2 CFR Part 200, Subpart F for audits of fiscal years beginning on or after December 26, 2014) Grant Agreement between the Oregon Department of Justice and for the period of October 1, 2015 – September 30, 2017 under the VOCA Competitive Grant Award/CFDA#16-575 /«Total».

Dear «Sal» «First_Name» «Last_Name»,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* and 2 CFR part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of Circular A-133 can be found at the following web address:

http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf and a copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization’s compliance with the audit requirements (CVSD will only accept the URL address for your organization’s audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)
URL address for single Audit:
2. _____ We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)
3. _____ We are not subject to the single audit requirement because:
 _____ We are a for-profit organization.
 _____ We expend less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date.
 _____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

Please address all correspondence to:
Oregon Department of Justice, CVSD
1162 Court Street NE
Salem, OR 97301-4096

CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Grantee has less than 50 employees; and/or
- Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title Signature Date

CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],
_____ [address].

Print or Type Name and Title Signature Date

CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title Signature Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Grantee will comply with the conditions of VOCA, sections 1404 (a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
2. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
3. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. Reporting Fraud, Waste, Error and Abuse
Promptly refer to the U.S. Department of Justice, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted false claim for Grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Grant funds.

Report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, OIG by:

Mail: Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): 1-(800) 869-4499

Fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig/>.

6. Grantee understands and agrees that is cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
7. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), OJP encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
10. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ/CVSD, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
11. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
12. Grantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Certification: I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official	Title
Signature of Authorized Official	Date
Print Name of Fiscal Officer	Title
Signature of Fiscal Officer	Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

RACIAL AND ETHNIC IMPACT STATEMENT

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons. Indicate all that apply:
- Women
 - Persons with Disabilities
 - African-Americans
 - Hispanics
 - Asians or Pacific Islanders
 - American Indians
 - Alaskan Natives

If you checked the box, provide the rationale for the program having a disproportionate or unique impact on minority persons and provide evidence of consultation with representative(s) of the affected minority persons:

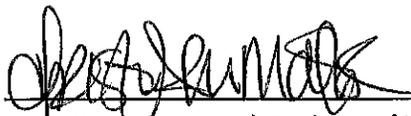
2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons. Indicate all that apply:
- Women
 - Persons with Disabilities
 - African-Americans
 - Hispanics
 - Asians or Pacific Islanders
 - American Indians
 - Alaskan Natives

If you checked the box, provide the rationale for the program having a disproportionate or unique impact on minority persons and provide evidence of consultation with representative(s) of the affected minority persons:

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

I HEREBY CERTIFY on this 5 day of AUG, 2015, the information contained on this form is complete and accurate to the best of my knowledge.

Signature



Printed Name: CHRISTINE A MATHER

Title: Cherry County Victim Assistance Program Director

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

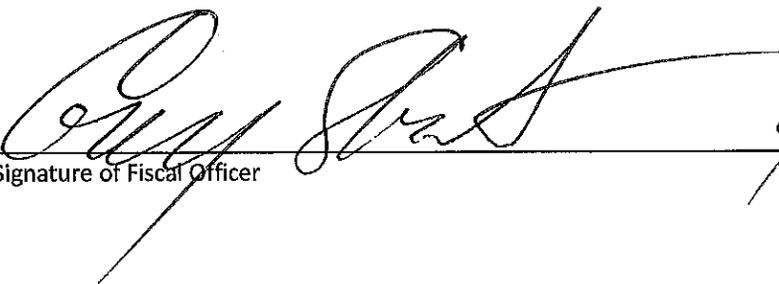
CERTIFICATE OF NON-SUPPLANTING

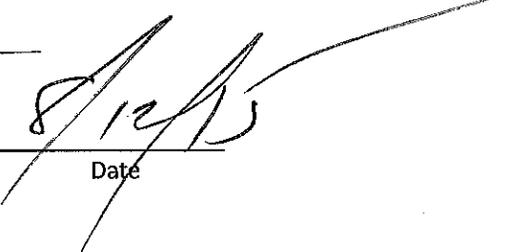
It is necessary to provide assurance that sub-grant funds will not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the applicant agency's fiscal officer.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The applicant certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purpose of providing services to victims of crime. The applicant understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.


Signature of Fiscal Officer


Date

F. Volunteer Information

VOCA Federal Guidelines require that VOCA funded programs use volunteers (only the VOCA State Administrator can waive this requirement due to agency hardship). Volunteers must play an integral part of the proposed VOCA Grant and enhance services to victims. See the VOCA Grant Management Handbook Effective Edition for more information on the use of volunteers.

1. Describe how volunteers and/or student interns will participate in the proposed VOCA Grant. Please only include information on volunteers associated with this grant. (check all that apply).*

- ✓ Provide services directly to clients

If providing services directly to clients, please list services:

The volunteer will assist with notification of rights and relay repeat notifications onto clients via telephone, email, or postal mail.

- ✓ Provide clerical/support services directly related to the grant (filing, data entry, etc.)

If providing clerical/support services, you must list services:

The volunteer will file papers accordingly to files, work with the computer program DACMS, and answer the phone/door when needed.

Other

If other, please describe:

2. Describe how the program will recruit volunteers (check all that apply):*

Internet/Social Networking Websites/E-mail

Community Events

Radio/Television Public Announcements

Newspaper/Newsletter Ads/Articles

- ✓ Schools and Universities
- ✓ Other

If other, please describe:

Retired Senior Volunteer Program

3. Describe how the program will supervise volunteers (check all that apply):*

- ✓ Volunteer Coordinator will provide scheduling/general oversight

- ✓ Program staff with whom volunteers are working will provide specific oversight

Other

If other, please describe:

4. Describe how the program will train volunteers (check all that apply):*

Attend formal presentations at applicant agency

Attend classes at local college

- ✓ Self study with printed/electronic materials
- ✓ One-on-one with agency staff

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Hiring of a New Employee, Jean Campbell

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** District Attorney's Office

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: Hiring the position of Victim Advocate

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

(1)Order

(2)Job Description

(3)

(4)

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) Additional Grant Funding
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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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) Hiring an employee involves certain legal obligations.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Victim Assistance Program Advocate

EXEMPT: No
SALARY LEVEL: U-8
SUPERVISOR: District Attorney
PREPARED BY: District Attorney December 2012

POSITION SUMMARY:

This position serves the victims of crime in Curry County using the Federal and State mandated comprehensive crime victim services as defined in ORS Chapter 147; 419C.273; 419C.276.

Provides direct victim services to victims of crime and performs duties with minimal supervision from the Office Manager and District Attorney. Follows established policies and procedures within the guidelines of the department.

SUPERVISION RECEIVED:

Works under the supervision of the District Attorney and Deputy District Attorneys. Works under the direct supervision of the Office Manager. Operates from general policies, procedures and instructions, but must exercise individual discretion and tact when dealing with the public. Job involves a high degree of complexity, comprehension of police reports, and interpretation of Federal and State statutes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Assists with maintaining service tracking logs as required under the VOCA Basic, VOCA Competitive, and Unitary Assessment grant requirements.
2. Provides information as directed to public bodies regarding the CVA Program.
3. Works and acts as liaison with agencies and individuals regarding policies, procedures and individual cases (providing interagency assistance when required for victims) to include outside agencies that support victims.
4. Participates as member of county task forces: MDT, Domestic Violence Council, Curry County Child Abuse Team and assists with case consultation and tracking of cases.
5. Provides direct victim services: informational and emotional support, victims' rights notifications, court date notifications, victim forms and requests for compensation, courtroom preparation and accompaniment, information and referrals; mediates between victims, judicial system and law enforcement; assists with CV Compensation, restitution, victim logistical needs, etc.

JOB DESCRIPTION
JOB TITLE: Victim Assistance Program Advocate - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

6. Available for after hour call-out to provide assistance to crime victims on-scene, at the hospital, etc.
7. Provides information to victims in obtaining restraining orders and stalking orders.
8. Ability to attend out of the area trainings and/or mandatory meetings as required by the various program grants.
9. Supervises any volunteer advocates or salaried advocates.

QUALIFICATION REQUIREMENTS:

Familiarity with criminal justice system and community resources. Knowledge, understanding and empathy regarding needs of crime victims. Knowledge and ability to operate various computer programs. Knowledge of record keeping and reporting and ability to establish and maintain statistical data. Ability to work with minimal supervision. Ability to handle difficult people and crisis situations in a calm and professional manner. Ability to establish and maintain effective working relationships with staff, other agencies and the general public. Effective oral and written communication skills. Ability to maintain confidentiality. Ability to process grants.

EDUCATION AND/OR EXPERIENCE:

High school graduate or equivalency required, and three years of experience working directly with the public in the public safety sector or human services field; or at least two years of field-related college and one year of experience; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

JOB CONDITIONS:

Normal working hours but also subject to call out as indicated above. Work is primarily performed in office and court dealing with potentially hostile or upset individuals. The position is impacted by urgent time deadlines, uncontrollable interruptions, and the need to shift attention before tasks are completed. May be called upon for evening or weekends in emergency situations to provide direct victim services. Working conditions can be somewhat dangerous due to threats of violence by defendants and upset victims. Conditions can be stressful due to high emotional state of victims.

SPECIAL REQUIREMENTS:

Valid Oregon driver license.
Certificates and continued training as may be required.
Criminal background check.

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

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

ORDER NO: _____

WHEREAS, it is the recommendation of Everett Dial
(Name)

District Attorney , that the following person be hired to fill the position
(Title)

Identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
Jean Campbell	Victim Advocate	N/A	\$14.50/hr.	Irregular

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

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 _October 26, 2015_____.

Dated this _____ day of _____, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Change in FTE Status of an Employee to 40 hours.

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** District Attorney's Office

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: Changing Christine Mathers' FTE status to 40 hours per week from 37.5 hours per week due to additional Grant Funding.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2)
- (3)
- (4)

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) Additional Grant Funding
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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: (Select)

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No
Commissioner David Brock Smith Yes No
Comment:

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Agreement with Coastal Center for Youth Counseling Services

AGENDA DATE^a: October 21, 2015 **SUBMITTING DEPARTMENT:** Juvenile

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Jay Trost

PHONE/EXT: 3235

BRIEF BACKGROUND OR NOTE^b: 2 original copies to be signed

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1) Agreement

(2)

(3)

(4)

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

Send Document Hardcopy/Electronically to:

Name: Penny Hudgens

Address: Juvenile

City/State/Zip:

Phone: 3236

Due date to send: 10/21/2015

^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) This is an agreement with specified terms.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

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

Commissioner David Brock Smith **Yes** **No**

Comment:

AGREEMENT BETWEEN CURRY COUNTY COASTAL CENTER, LLC

This Agreement is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and Coastal Center, LLC hereinafter called "Center" as follows:

RECITALS:

County is in need of professional counselors to provide services for youth under the supervision of the Curry County Juvenile Department.

Center is willing to provide the above-referenced services under the terms and conditions outlined in this Agreement.

TERM OF AGREEMENT

This Agreement shall become effective on the date it has been executed by both parties and shall be automatically renewed at the end of each calendar year.

SERVICES TO BE PROVIDED

Center shall provide professional counseling services to youth under the supervision of the Curry County Juvenile Department in Gold Beach, Oregon. The general description of the services is to provide mental health assessments and counseling services to the youth, and their families when indicated, who are under the supervision of the Curry County Juvenile Department. Youth will be referred to the Center by the Juvenile Department along with information relevant to the goals and objectives to be achieved through the services provided. The Juvenile Department personnel shall be responsible for coordinating appointment times for counseling services and for making sure that clients are made available for their appointments. Documentation of services shall be completed in a timely manner, with copies of counseling notes and assessments submitted to the Juvenile Department

PAYMENT

County shall pay Center, for services rendered, at the rate approved by the Oregon Youth Authority (see Exhibit A, which is attached hereto and incorporated by reference). Center may bill County for services rendered no more frequently than once a month. Payment is due within 20 days of billing.

PROFESSIONAL STANDARDS

Center represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

TERMINATION

This agreement can be terminated by either party having provided a 30 day written notice to the other party. This Agreement may also be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Agreement is so terminated, Center shall be paid for the work performed prior to the date of notice of termination. Termination of the Agreement shall not prejudice any right of a party prior to the effective date of termination.

OWNERSHIP OF DOCUMENTS

All assessments and session notes, and other written documentation related to services provided to clients will remain the property of Center. Copies of assessments and session notes will be made available to the Juvenile Department with appropriate releases of information provided by the client and/or guardian.

INSURANCE

Center shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement:

Automobile liability insurance in limits not less than \$2,000,000 per occurrence, and \$2,000,000 in the aggregate.

Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured. Professional liability insurance combined single limit of \$2,000,000 each claim and \$2,000,000 in the aggregate.

INDEMNIFICATION

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

ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Agreement without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

STATUS OF CONTRACTOR

Center is an independent contractor and not an employee of the County. Center shall have the complete responsibility for the performance of this Agreement. Center is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only The Center shall have control of the work and manner in which it is performed. Center is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Center including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Center shall be responsible for any Federal or State taxes applicable to amounts paid under this Agreement.

DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Agreement arises and results in legal action, each party is responsible for its own attorney's fees.

NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Agreement, then the County will immediately notify The Center or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

COMPLIANCE WITH LAWS

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

WAIVER

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

SEVERABILITY

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

NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: Jonathan Trost, Director
Curry County Juvenile Department
94235 Moore Street, Ste. 231
Gold Beach, OR 97444

Architect: Coastal Center, LLC
125 W. Central Ave., Ste. 290
Coos Bay, OR 97420

County and Center mutually agree that this Agreement and the exhibit attached hereto represent the entire Agreement between the County and the Center with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

CENTER



Jeremy Howell, Authorized Signature Authority

10-7-15
Date

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Date

Thomas Huxley, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form:

M. Gerard Herbage
Curry County Legal Counsel

EXHIBIT A

**OYA SERVICE RATES
ESTABLISHED RATE SCHEDULE**

IMPORTANT: Practitioners should refer to current contracts for service definitions and provider qualification requirements. Providers must also confirm that they are contracted for selected services.

2015-17 Rates effective July 1, 2015

SERVICE	UNIT	2015-17 RATE
Special Assessment (includes comprehensive mental health assessment, firesetter assessment, or sex offender assessment) <i>NOTE: ERASORs should be billed under this section.</i>	Hour (8 max)	\$98.11
Individual Therapy (QMHP, CADC)	Hour	\$98.11
Family Therapy (QMHP)	Hour	\$98.11
Group Therapy (QMHP, CADC)	Hour	\$35.13
Multi-family Treatment Group	Hour	\$37.38
Consultation/Treatment Meetings <i>NOTE: Telephonic okay</i>	Hour	\$62.94
Special Reports	Hour	\$95.43
Mileage	Mile	<u>GSA</u> <u>Travel</u> <u>Rates</u>

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Hire order for T. Wardle for Community Service Coordinator

AGENDA DATE^a: October 21, 2015 **SUBMITTING DEPARTMENT:** Juvenile

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Jay Trost

PHONE/EXT: 3235

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Hire Order
- (2) Job Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

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

(If Yes, brief detail) Hiring an employee involves certain legal obligations.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Community Service Coordinator - Juvenile

EXEMPT: No
SALARY LEVEL: U-8
SUPERVISOR: Juvenile Department Director
PREPARED BY: Juvenile Department Director January 2005

POSITION SUMMARY:

This classification assumes responsibility for coordination of juvenile offender work programs. Additionally, position promotes, develops, coordinates and evaluates programs for juvenile offenders assigned by the courts to the community work program. Assesses program needs then develops; implements and interprets policy and procedure; develops and monitors budget; supervises support staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Duties assigned to this classification include, but are not limited to, the following examples.)

1. Manages the juvenile offender work program. Plans, develops, implements and evaluates work programs for juvenile offenders assigned by the courts to community work; coordinates with other department staff and the courts. Develops short- and long-range goals, objectives and evaluations of the program; monitors program budget. Establishes and interprets policy and procedure.
2. Plans the day-to-day work of the Work Crew Supervisor; maintains contact with each supervisor by regular site visits; inspects sites and prepares and submits written reports as warranted. Provides on-the-job training and instruction to each supervisor in accordance with established (and on-site) written procedures and practices. Ensures safety standards and procedures are maintained at each site and that supervisors are trained in safety and emergency procedures. Performs crisis intervention as necessary.
3. Develops relationships with federal, state, county and city agencies. Contacts agencies and negotiates, with the Juvenile Department Director's assistance, short and long-term contracts for work projects. Periodically evaluates and enhances connections.

JOB DESCRIPTION

JOB TITLE: Community Service Coordinator - Juvenile - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

4. Directs, supervises, assigns work to, sets priorities and monitors work performance of support staff; offers assistance as needed. Maintains standards of efficiency of employees through training and established goals and objectives. Ensures programs are in compliance with department goals and objectives and that employees are working safely. Assumes accountability for work performed within the program. Is involved in selection, training, and evaluation of staff. Develops and interprets policy and procedure. Maintains up-to-date schedules of supervisor availability; arranges for coverage at respective work sites.
5. Promotes community service, work crew and forestry programs of the department through public relations and education; makes presentations to community organizations and other agencies; interprets policy and procedure.
6. Assesses physical and emotional conditions of offenders. Assigns offenders to community service or work crew according to their court orders or sanctions. Monitor offender compliance and progress and keep Juvenile Counselors informed of offender's progress.
7. Researches and prepares variety of records, statistical and costing reports, involving statistical data and analysis to support projects, equipment usage and replacement and staffing.
8. Performs the same duties as Work Crew Supervisor in their absence.
9. Provides skill training, information and/or informal counseling to offenders. Attends training sessions; develops, modifies and/or accesses work related training programs and materials.
10. Transports juveniles to and from detention; provides direct supervision and/or court room security of juveniles as necessary.
11. Provides "on-call" services to police or other agencies in responding to the needs of juveniles.

JOB DESCRIPTION

JOB TITLE: Community Service Coordinator - Juvenile - Page 3

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THIS POSITION:

Knowledge of: Reasonable knowledge of human behavior; reasonable knowledge of assigning work and leading a work crew; reasonable knowledge of community resources; reasonable knowledge of and ability to participate in program planning, evaluating and implementing programs to meet objectives; reasonable knowledge of landscaping, carpentry and power tool equipment.

Skill in: Writing clear and concise correspondence, records, and reports.

Ability to: Communicate effectively in both oral and written form; give practical advice and guidance to juvenile offenders; lead, direct, maintain order, discipline and safety of juvenile offender work crew; estimate time and materials and manage time efficiently; relate to a diverse population of people; plan/coordinate work projects with community agencies; apply a practical knowledge of program management to day-to-day activities; safely operate power equipment; work within a team; remain calm and use good judgment during confrontational or high pressure situations; make decisions independently in accordance with established policies and procedures; establish and maintain records, reports and statistical data; courteously meet and deal effectively with other employees, courts, law enforcement agencies, public and non-profit agencies, the community, clients, families and the public.

Education, experience and training: Bachelor's degree in corrections, social work, or related behavioral science field. Experience in grounds maintenance or related field, which includes supervision of support staff, or any satisfactory equivalent combination of education, experience and training. At the time of appointment, must possess a valid Oregon driver's license.

SUPERVISORY CONTROLS OF THIS POSITION:

This classification works under the guidance from the Juvenile Department Director. The employee works independently in administering a complex area of responsibility and regularly confers with the Juvenile Department Director. Discretion is required in applying general goal and policy statements, in development of recommendations, policies and procedures and in resolving program problems. The employee develops approach to each case, prepares the procurement plan and carries out industry analyses independently up to the point of recommendation for award. Work is accomplished within a broad framework, with authority and responsibility in area of service. Periodic reviews of work performance are conducted in terms of expected results.

JOB DESCRIPTION

JOB TITLE: Community Service Coordinator - Juvenile - Page 4

GUIDELINES:

Work is performed within established departmental policies and procedures, state and county statutes, rules, regulations and ordinances; accepted procedures within parole and probation profession; grounds maintenance standards. Employee uses judgment in determining appropriate procedure. Supervisor is available when unusual problems are encountered.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Regular and consistent attendance is required. Work is performed both in an office environment and in the field, which involves everyday risks and discomforts and sometime adverse weather conditions requiring safety precautions. Physical demands may require bending, gripping with hands and fingers, hearing alarms and voice conversation, keyboarding, lifting up to 35 pounds, pulling, pushing, sitting, standing, stooping, twisting and walking rough terrain and possibly apprehending and restraining hostile people. A substantial amount of daily driving is involved.

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

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

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

ORDER NO: _____

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

Name	Position	Salary Range/Step	Rate	Status
Tatton M. Wardle	Community Service Coordinator	U8-A.5	\$3,381/mth	Full-Time/ Probationary

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

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 October 22, 2015.

Dated this 21st day of October, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Contract between County and Harbor View Windows Heating & Air, Inc.

AGENDA DATE^a: 2015-10-21 **SUBMITTING DEPARTMENT:** Maintenance

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Eric Hanson

PHONE/EXT: 3384

BRIEF BACKGROUND OR NOTE^b: Installation of ductless system in the Election's Office & Breakroom in the Courthouse

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Contract

- (1)Contract
- (2)Exhibit "A"
- (3)
- (4)

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

Air, Inc.

Name: Harbor View Windows, Heating, &

Send Document Hardcopy/Electronically to:

Address: P.O. Box 2816

City/State/Zip: Brookings, Oregon 97415

Phone:

Due date to send: 10- /21 / 2015

^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: Adminstrative Actions

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

(If Yes, brief detail) This is a contract with specified terms.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

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

Commissioner David Brock Smith **Yes** **No**

Comment:

**CONTRACT BETWEEN CURRY COUNTY AND
HARBOR VIEW WINDOWS HEATING & AIR, INC.**

This contract is made and entered into this 21st day of October 2015, by and between Curry County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Harbor View Windows Heating & Air, Inc., at P.O. Box 2816, Brookings, Oregon, 97415, hereinafter referred to as "Contractor".

RECITALS:

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the ductless system in the Elections Offices and Breakroom of the Curry County Courthouse in Gold Beach, Oregon, outlined in Exhibit "A" that is attached hereto and incorporated by reference. In this project the County shall be responsible for providing electrical service to the exterior unit, mechanical permit, and a crane (if needed) to place the new units.

Contractor shall perform work to specifications and according to generally accepted standards in Contractor's trade or industry.

2. Performance and Payment Bond

The Board of Curry County Commissioners has specifically waived the requirement for a performance and a payment bond.

3. Completion Date

In this contract, time is of the essence. The Contractor shall begin construction on or after November 09, 2015 (to avoid interference with the November election), and complete the project outlined in this contract by December 23, 2015.

4. Compensation

The Contractor agrees to perform the work called for under this contract for the fixed sum of \$6,820.00 ("contract price") unless the Contract Price is modified by an executed change order. A down payment of \$3,000.00 is due on or before November 10, 2015. The balance of \$3,820.00 is due at the time of the completion of the project.

5. Prevailing Wages

The Contractor and County agree that the project is not subject to prevailing wages because the amount of the contract is less than \$50,000.

6. Independent Contractor

The Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

7. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279C.505, 279C.515, and 279C.520 that are incorporated by reference into this agreement.

8. Workers' Compensation

The Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

9. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

10. Warranty

Contractor agrees to the following warranties: compressor- 6 years, parts- 6 years, and workmanship- 3 years. These warranties shall be in full force and effect after construction is completed and for the time indicated.

11. Project Supervisor

The County's Project Supervisor is Eric Hanson. The Project Supervisor shall have the authority to administer the contract, and to make change orders following review by County Counsel.

12. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

13. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

14. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

15. Severability

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of the contract shall remain in full force and effect.

16. Termination for Cause

County shall have the right to terminate this contract in its entirety by giving written notice to Contractor if Contractor is in material violation of any of the provisions of this contract. If County terminates for cause pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination.

17. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

18. Applicable Laws

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

19. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF

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

CONTRACTOR:

HARBOR VIEW WINDOWS HEATING & AIR, INC.

By (signature)

Date

—

Printed Name

Federal I.D. No.

Contractor Registration No.

COUNTY:

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Date

Thomas Huxley, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form

M. Gerard Herbage
Curry County Legal Counsel

EXHIBIT "A"

Contractor shall install a ductless system in the Election Offices & Breakroom in the Curry County Courthouse, Gold Beach, Oregon. The Contractor shall provide and install one three ton, two zone ductless Mitsubishi heating and air system with one exterior unit and two interior units. In addition, Contractor shall install one control Mini Little Giant 20 ft. lift condensate pump and install two standard condensate pumps on the interior units to drain into the mini giant control pump. The interior unit(s) shall have dedicated remote control unit(s). The outdoor unit is to be placed on the salie-port roof. Contractor shall run all AC, control and condensate lines and transition the old exterior unit lines to the new exterior unit.

Except as otherwise provided in this contract, Contractor shall be responsible for all equipment, parts, materials and labor.

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: New Hire - Custodian - D. Richardsonl
AGENDA DATE^a: 2015_10_21 **SUBMITTING DEPARTMENT:** Maintenance
^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.
CONTACT PERSON: Eric Hanson **PHONE/EXT:** 3384
BRIEF BACKGROUND OR NOTE^b: Retroactive start date to October 16, 2015
^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

- (1) Order
- (2) Job Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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) Hiring employees involves certain legal obligations.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Buildings & Grounds Custodian

EXEMPT:	No	
SALARY LEVEL:	U-5	
SUPERVISOR:	Facilities Maintenance Coordinator	
PREPARED BY:	Facilities Maintenance Coordinator	July 2014

POSITION SUMMARY:

This position maintains the grounds and office buildings owned by the County. Work is performed under minimal supervision and is reviewed primarily on the basis of results obtained.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Position may involve other duties which are not listed and which may be assigned as required.

1. Provides janitorial and general maintenance service for the grounds and buildings owned by the County. This includes, but is not limited to -
 - Cleaning floors (mopping, sweeping, vacuuming, stripping/waxing)
 - Monitoring & maintaining adequate restroom supplies and sanitation
 - Collection of garbage
 - Collection of materials for re-cycling
 - Cleaning / washing / dusting windows, walls and fixtures
 - Cleaning exterior areas and entry ways
 - Mowing lawns
 - Maintaining flowers and shrubs and their beds.
2. Follow maintenance and work schedules; request necessary maintenance supplies, tools and equipment when not readily available.
3. Work with supervisor in determining custodial/maintenance requirements.
4. Reports the need for minor repairs to equipment, structure, and fixtures
5. Monitor the level of available, necessary supplies.

JOB DESCRIPTION
JOB TITLE: Buildings & Grounds Custodian - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (continued)

6. Advises supervisor of non-traditional work requests upon receipt.

SUPERVISORY REQUIREMENTS:

Individuals employed in this classification do not supervise the work of other employees.

QUALIFICATIONS REQUIREMENTS:

Knowledge of -

Maintaining structures and grounds.

Safety practices in the use of chemical agents used for cleaning, the proper handling of garbage, and the use of power equipment.

OSHA requirements

Skill in -

The safe and efficient operation of powered maintenance equipment such as, but not limited to, floor buffer/scrubbers and lawn mowers.

Analyzing workload requirements and making appropriate, rational decisions.

Ability to -

Perform strenuous manual labor for extended periods of time.

Comprehend and avoid dangerous situations.

Safely operate power tools and other equipment.

Maintain complete and accurate records of work performed.

Communicate effectively both verbally and in writing.

Establish and maintain effective working relationships with other employees, department heads, elected officials, and the general public.

Successfully complete work assignments within established guidelines under minimal supervision.

JOB DESCRIPTION
JOB TITLE: Buildings & Grounds Custodian - Page 3

QUALIFICATIONS REQUIREMENTS: (continued)

Comprehend and successfully carry out assignments given either verbally or in writing.

Tolerate and understand ambiguous situations.

Work a flexible, non-traditional schedule.

EDUCATION AND/OR EXPERIENCE:

Six months' experience performing manual labor involving custodial, cleaning, and/or structure/grounds maintenance work.

Possession of a valid Oregon Driver License.

Must be able to be bonded.

Must pass criminal history check.

PHYSICAL DEMANDS:

Visual/hearing ability sufficient to comprehend written/verbal communications. Ability to work in areas where dust and pollens are present. Ability to tolerate weather extremes. Ability to safely lift and carry items such as five-gallon containers of liquids and cartons not exceeding 75 pounds. Ability to perform manual labor tasks for extensive periods involving climbing, kneeling, bending, walking, stretching, and lifting. Full range of use in arms, legs, back, neck, and hands. Ability to grasp and maintain control with fingers.

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

WORK ENVIRONMENT:

Employee will perform work both in and out of doors. Noise level will vary between quiet (working alone in empty office building) and loud (working in machine room). Employee will be exposed to a wide-range of dust, pollen, heat and cold while performing required duties. Employee will frequently work alone during hours when buildings are vacant and not in use.

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

JOB DESCRIPTION

JOB TITLE: Buildings & Grounds Custodian - Page 4

WORK ENVIRONMENT: (cont.)

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>.

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

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

ORDER NO: _____

WHEREAS, it is the recommendation of Eric Hanson, Facilities Director, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Daniel G. Richardson	Custodian	U5-A	\$14.20/hr	.45 FTE/ Prob.

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

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 October 16, 2015.

Dated this ____ day of _____, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: BOK Fencing Contract- Signature Authority to Julie Schmelzer

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Economic Development

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Julie Schmelzer

PHONE/EXT: 3253

BRIEF BACKGROUND OR NOTE^b: Since we are now going to enter into an agreement to have a different company build the BOK fence, we need a new contract with the second lowest bidder, G2.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Contract

- (1) Contract
- (2)
- (3)
- (4)

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) Maintenance/Counsel
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name: Julie Schmelzer

Address:

City/State/Zip:

Phone:

Due date to send: 10/24/2015

^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) This action involves a contract.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

CONTRACT

This contract, made and entered into this _____ day of _____, 20____, by and between Curry County, hereinafter called the "OWNER," and _____ hereinafter called the "CONTRACTOR,"

WITNESSETH:

Said CONTRACTOR in consideration of the sum to be paid by the said OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for: Brookings Airport, Wildlife Fencing Project, Brookings, Oregon, A.I.P. Project No. 3-41-0008-013-2014, to the extent of the proposal made by the CONTRACTOR and agreed to by the OWNER dated the ___ day of _____ 20____, all in full compliance with the Contract Documents referred to herein.

The "Invitation to Bid;" the "Instructions to Bidders;" the signed copy of the "Proposal;" the "Bid Bond;" the fully executed "Performance Bond;" "Payment Bond;" the "General Provisions;" the "FAA Standard Contract Clauses and Requirements for Construction Contracts;" the "Supplementary Conditions;" the "Technical Specifications;" and the "Plans," which consist of 6 sheets entitled Brookings Airport, Wildlife Fencing Project, Brookings, Oregon, A.I.P. Project No. 3-41-0008-013-2014 dated May, 2015, are hereby referred to and by reference made a part of this agreement as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer and the Owner's satisfaction to the extent provided in the contract Documents, the OWNER agrees to pay the CONTRACTOR the amount bid as adjusted in accordance with the proposal as determined by the Contract Documents and specified by the OWNER or as otherwise herein

provided, and based on the said proposal made by the CONTRACTOR and to make such payments in the manner and times provided in the Contract Documents.

The CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The CONTRACTOR agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of acceptance of the work in the contract by the OWNER.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this contract as completely as if the same were fully set forth herein.

It is agreed the time limit for substantial completion of the contract, shall be the time as specified in the "Invitation to Bid" and the "Proposal."

In the event that the CONTRACTOR shall fail to complete the work within the time limit or the CONTRACTOR shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages

shall be paid at the rate indicated in Section 80-08 of the General Provisions. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, 20__.

CURRY COUNTY

CONTRACTOR

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

By: _____

Typed Name: _____

Title: _____

Reviewed as to Legal Sufficiency

By: _____

County Attorney

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: BOK Fencing Grants - Signature Authority

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Economic Development

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Julie Schmelzer

PHONE/EXT: 3253

BRIEF BACKGROUND OR NOTE^b: By signing a new contract for the fence project, we are entering an agreement for a higher cost fence than the original top bid. Therefore, additional grants from the FAA will be required. Staff is asking for signature authority on those grants to expedite the project, vs. waiting until new BOC meetings to review and sign them. Signature authority can either be to the Liaison, or the Airport Manager.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)None
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) This action involves delegation of authority to sign grants.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No
Commissioner David Brock Smith Yes No
Comment:

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: KBOK Airport CIP

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Economic Development

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Julie Schmelzer

PHONE/EXT: 3253

BRIEF BACKGROUND OR NOTE^b: Annually the county must approve a Capital Improvement Plan for the Airport. Our approved version gets submitted to ODA; ODA and FAA may make revisions, so the CIP may come back for a new approval, if anything is changed.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

(1)CIP

(2)CIP Data Sheets (more to come on Monday, Oct. 17)

(3)

(4)

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) Maintenance

3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name: Julie Schmelzer

Address:

City/State/Zip:

Phone:

Due date to send: 10 /24 / 2015

^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 Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

Curry County - Brookings Airport (KBOK)
 CAPITAL IMPROVEMENTS PROGRAM - CIP UPDATE
 FFY 2016 - 2021
 October 2015

CIP UPDATE FOR BROOKINGS AIRPORT (KBOK) - 10/7/15

Year	Project Name	NPE	ST/DI	Total	Project Cost
2016	Wildlife Fencing Ph2 (additional construction costs)	\$ 144,000	\$ -	\$ 144,000	\$ 160,000
2017	PMP (placeholder)	\$ 5,000	\$ -	\$ 5,000	\$ 5,556
2017	Obstructions Removal	\$ 151,000	\$ 29,000	\$ 180,000	\$ 200,000
2018	Carry Over	\$ -	\$ -	\$ -	\$ -
2019	Master Plan Update	\$ 202,500	\$ -	\$ 202,500	\$ 225,000
2020	PMP (placeholder)	\$ 5,000	\$ -	\$ 5,000	\$ 5,556
2020	SW Hangar Taxiway Extension (Env/Prelim Design)	\$ 162,000	\$ -	\$ 162,000	\$ 180,000
2021	SW Hangar Taxiway Extension (Design and Construct)	\$ 230,500	\$ 759,500	\$ 990,000	\$ 1,100,000
TOTAL =		\$ 900,000	\$ 788,500	\$ 1,688,500	\$ 1,876,112

Non-Primary Entitlement Funds (NPE) Cash Flow

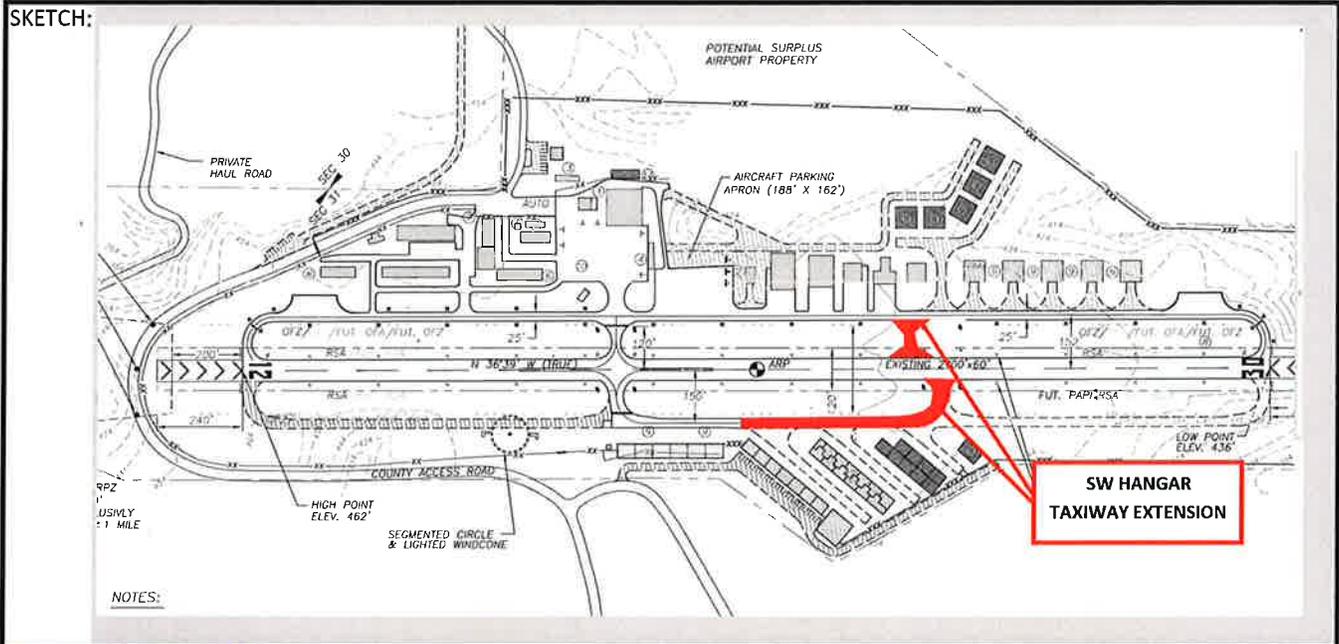
NPE Avail	Project Cost	Project	NOTES
\$ 286,312			<< NPE Balance on 5/9/15 (FAA CIP Letter)
\$ (286,312) \$	304,553	(TO#5) Fence SDC/AGIS/Ex A	<< Fully expended available NPE through FFY 2015
\$ 150,000			<< Add NPE for FFY 2016
\$ 150,000			<< NPE Balance on 10/1/15
\$ (144,000) \$	160,000	Wildlife Fencing Ph2 (additional construction costs)	<< FFY 2016 Project
\$ 150,000			<< Add NPE for FFY 2017
\$ 156,000			<< NPE Balance on 10/1/16
\$ (5,000) \$	5,556	PMP Placeholder	<< FFY 2017 Project
\$ (151,000) \$	200,000	Obstructions Removal	<< FFY 2017 Project
\$ 150,000			<< Add NPE for FFY 2018
\$ 150,000			<< NPE Balance on 10/1/17
\$ - \$		Carry Over	<< FFY 2018 Project
\$ 150,000			<< Add NPE for FFY 2019
\$ 300,000			<< NPE Balance on 10/1/18
\$ (202,500) \$	225,000	Master Plan Update	<< FFY 2019 Project
\$ 150,000			<< Add NPE for FFY 2020
\$ 247,500			<< NPE Balance on 10/1/19
\$ (5,000) \$	5,556	PMP Placeholder	<< FFY 2020 Project
\$ (162,000) \$	180,000	SW Hangar Taxiway Extension (Env/Prelim Design)	<< FFY 2020 Project
\$ 150,000			<< Add NPE for FFY 2021
\$ 230,500			<< NPE Balance on 10/1/20
\$ (230,500) \$	1,100,000	SW Hangar Taxiway Extension (Design and Construct)	<< FFY 2021 Project
\$ -			<< NPE Balance through FFY 2021 (9/30/2021)

<< Requires ST/DI of \$ 29 K

<< Requires ST/DI of \$ 759.5 K

CIP DATA SHEET

AIRPORT	Brookings Airport	LOCID	BOK	LOCAL PRIORITY	
PROJECT DESCRIPTION	SW Hangar Taxiway Extension (CONSTRUCTION)	PLANNED YEAR TO CONSTRUCT		2019	



JUSTIFICATION: This section of taxiway extending to hangar site is needed to provide access from hangars to the runway and other airport facilities.

COST ESTIMATE:

ADMINISTRATION:	\$ 5,000	1. Construction	\$ 920,000		4 \$
ENGINEERING:	\$ 25,000	2	\$		5 \$
INSPECTION:	\$ 150,000	3	\$		TOTAL: \$ 1,100,000

Federal (%) \$ 90%
State \$
Local (%) \$ 10%

SPONSOR VERIFICATION:	Date (see instruction sheet or attached comments for more information)
For each and every project as applicable	2004 -Date of approved ALP with project shown -Date of environmental determination (ROD, FONSI, CatEx) -Date of land acquisition or signed purchase agreement -Date of pavement maintenance program -Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE: _____ DATE: _____
 PRINTED NAME: _____ TITLE: _____
 PHONE NUMBER: _____ EMAIL: _____

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Order Delegating to Julie Schmelzer the Authority to Act as the Certifying Officer for CDBG Grant Project No. C14014

AGENDA DATE^a: 21 Oct. 2015 **SUBMITTING DEPARTMENT:** Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: M. Gerard Herbage **PHONE/EXT:** x3291

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

(1) Order Delegating to Julie Schmelzer the Authority to Act as the Certifying Officer for CDBG Grant Project No. C14014

(2)

(3)

(4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^aNote: 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) This order would delegate authority to a Certifying Officer.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:

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

In the Matter of an Order)
Delegating to Julie Schmelzer)
The Authority to Act as the) ORDER NO. _____
Certifying Officer for CDBG)
Grant Project No. C14014)

WHEREAS, Curry County is the recipient of a CDBG Grant from the State of Oregon Infrastructure Finance Authority for Project No. C14014, the Brookings Head Start Building; and

WHEREAS, it is appropriate for the County to name a Certifying Officer to sign site specific reviews and to sign off on other administrative matters relating to the project; and

WHEREAS, designating a Certifying Officer will expedite matters relating to the project, while avoiding unnecessary delays;

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

- 1) Julie Schmelzer is hereby delegated authority to act as the Certifying Officers for site specific environmental reviews and other administrative actions for CDBG Grant Project No. C14014.
- 2) This order shall be effective upon its passage.

DATED this 21st day of October, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas, Huxley, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

M. Gerard Herbage
Curry County Legal Counsel

**CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1**

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

AGENDA ITEM TITLE: Transfer of Airport Hangar Lease No. 7 from Forsberg to Fearing

AGENDA DATE^a: 2015-10-21 **SUBMITTING DEPARTMENT:** County Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: M. Gerard Herbage

PHONE/EXT: 3291

BRIEF BACKGROUND OR NOTE^b: Forsberg is transferring Airport Hangar No. 7 to Fearing

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Lease

- (1) Transfer of Lease
- (2) Forsberg original Lease
- (3) Bill of Sale
- (4) Order

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^aNote: 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 Susan Brown **Yes** **No**
Commissioner Thomas Huxley **Yes** **No**
Commissioner David Brock Smith **Yes** **No**
Comment:

Bill of Sale

Effective October 1st, 2015 Raymond Forsburg (hereinafter referred to as "Seller") does hereby assign and transfer to Matt Fearing (hereinafter referred to as "Buyer"), the following property:

- o Noncommercial Hanger Site #7 located at 17330 Parkview Drive, Brookings, OR 97415

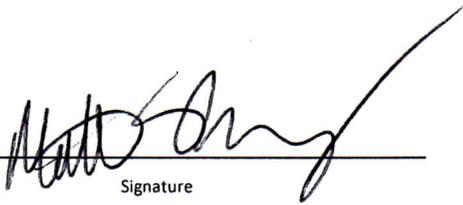
Description

The above property is sold on an "AS IS" basis. The Seller makes no warranties, express or implied (except at specifically stated above).

This transfer is effective as of October 1st, 2015 as agreed.

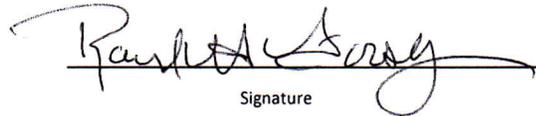
BUYER:

Matt Fearing
Printed Name


Signature

SELLER:

Raymond Forsberg
Printed Name


Signature

AFTER RECORDING RETURN TO:

Curry County Clerk
94235 Moore Street, Suite 212
Gold Beach, Oregon 97444

SEND TAX STATEMENTS TO:

Matt Fearing
1279 Second Street, Suite A
Crescent City, CA. 95531

TRANSFER OF LEASE

IT IS HEREBY AGREED by and among Curry County, a Political Subdivision of the State of Oregon, 94235 Moore Street, Suite 122, Gold Beach, Oregon 97444, Raymond Forsberg, 1543 Parkway Drive, Crescent City, CA. 95531, and Matt Fearing, 1279 Second Street, Suite A. Crescent City, CA. 95531 as follows:

The Brookings Airport Noncommercial Hangar Site #7 Lease, Document Number CJ:2014-154 is transferred effective October 21, 2015 from Raymond Forsberg to Matt Fearing, under the same terms and conditions as found in the original lease.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

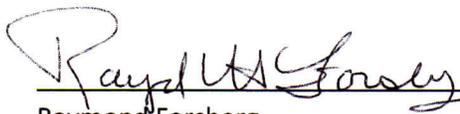
Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

State of Oregon)
) SS
County of Curry)

Acknowledged before me this _____ day of _____,
2015, by _____.

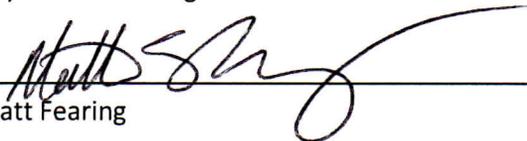
Notary Public of Oregon
My Commission Expires: _____



Raymond Forsberg

Oct 1, 2015

Date



Matt Fearing

10-1-15

Date

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Raymond Forsberg
P.O. Box 387
Crescent City, CA. 95531

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR SITE
AT BROOKINGS AIRPORT**

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Raymond Forsberg, P.O. Box 387, Crescent City, CA. 95531

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #7

INITIAL TERM OF LEASE: JULY 1, 2014 TO JUNE 30, 2019.

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1300 square feet (including a 5' apron around the building) as follows:

Hangar Site #7 located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July1, 2014, and ends June 30, 2019.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$343.41 (\$.24 per square foot for) fiscal year 2014-2015 for the 1300 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for

inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

SECTION 6. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 7. Registration.

LESSEE understands and agrees that any aircraft hangared by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to

the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by COUNTY. If LESSEE fails to replace, repair, or remove the hangar within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 17. Hold Harmless and Insurance.

LESSEE shall conduct its activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET, WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

22.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

22.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

SECTION 23. County's Right to Develop the Airport.

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

SECTION 24. Maintenance of Airport.

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

SECTION 25. No Exclusive Right.

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own

aircraft that it is legally qualified to perform.

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by

reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon any of the following circumstances, and rent shall be pro-rated as of the date of termination:

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY

for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

SECTION 41. Rights and Remedies Non-exclusive.

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

SECTION 42. Waiver.

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at P.O. Box 387, Crescent City, CA. 95531. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

LESSEE

BY: Raymond Jones

Date: 7-15-2014

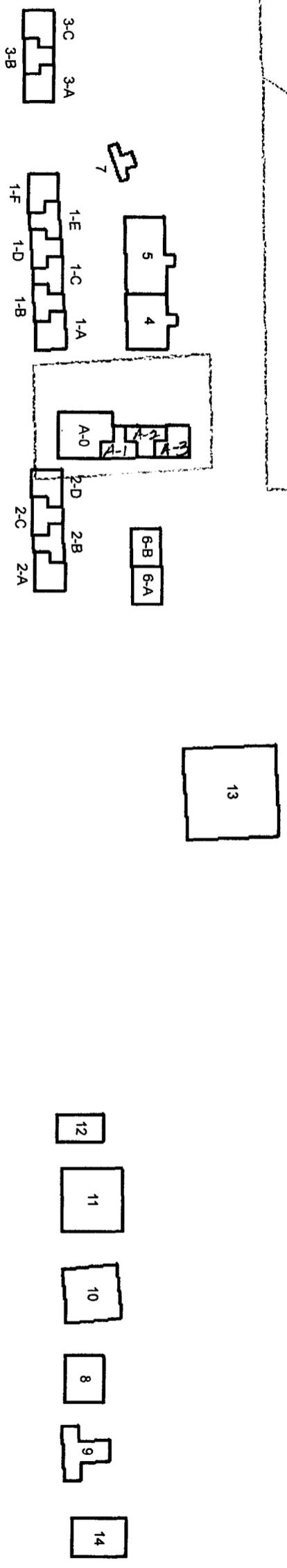
Mailing address: 1543 PARKWAY DRIVE
CRESSENTI CA 95331

Telephone: 707-954-5675

Aircraft No. N7541J (Number must be documented)

Brookings Airport Hangars Overview

Exhibit "A"



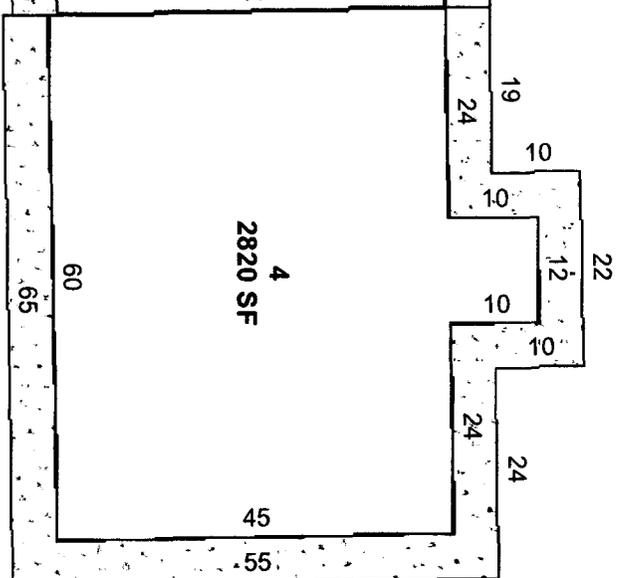
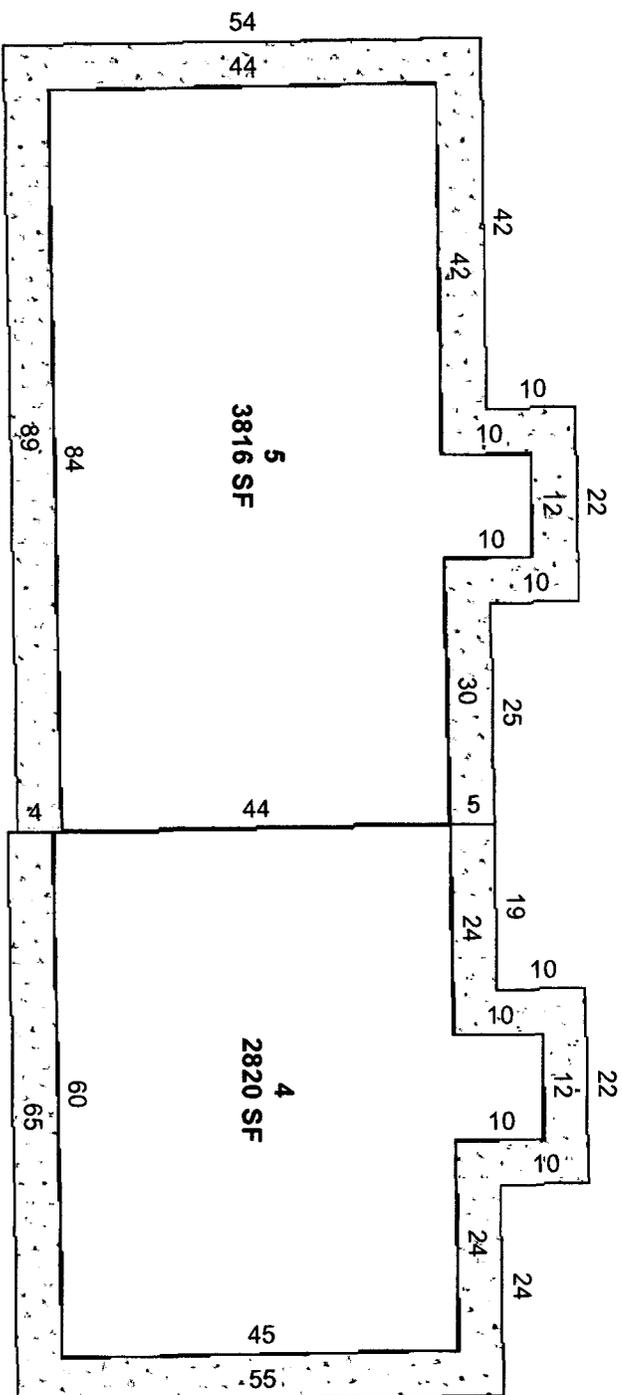
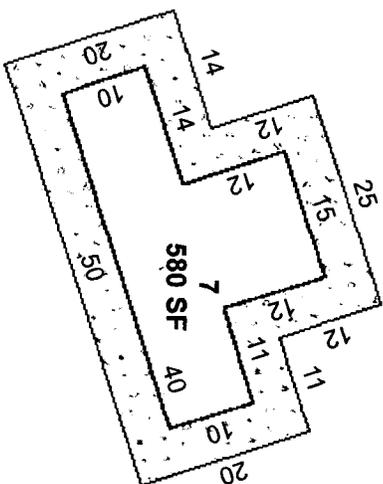
Path: D:\Workspace\County\Airport\Bkrl\lease\BrookingsAirPort -overall.mxd

Legend

- Hangar
- Parcels

Brookings Airport Hangars Building 4, 5 & 7

Exhibit "A-1"



Legend

-  Apron
-  Hangar
-  Parcels



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1125	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport**

Hangar #7

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners) ORDER NO. _____
to Execute a Non-Commercial)
Airplane Hangar Lease with)
Matt Fearing)

WHEREAS, Matt Fearing desires to lease Hangar Site #7 at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from October 21, 2015, to June 30, 2019, with an option to renew; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the public interest will be furthered by the lease;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #7 at the Brookings Airport with Matt Fearing.

DATED this 21st day of October, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

M. Gerard Herbage
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Brookings Disaster Resiliency Support Letter

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit 5:00 p.m. on the Wednesday prior to the next General meeting.

CONTACT PERSON: Susan Brown

PHONE/EXT: 3229

BRIEF BACKGROUND OR NOTE^b: The National Disaster Resiliency Competition proposal being developed by the State of Oregon includes projects in two cities, Brookings and Reedsport.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Letter

- (1) Letter of Support
- (2)
- (3)
- (4)

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

Brookings

Send Document Hardcopy/Electronically to:

Name: Email to Gary Milliman, City of

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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

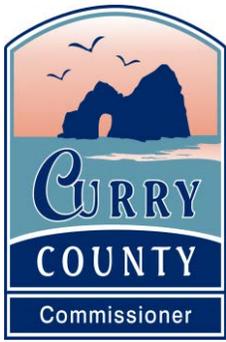
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Comment:



**Curry County
Board of Commissioners**

Susan Brown, *Chair*

Thomas Huxley, *Vice Chair*

David Brock Smith, *Commissioner*

94235 Moore Street/Suite #122

Gold Beach, OR 97444

541-247-3296, 541-247-2718 Fax

800-243-1996 www.co.curry.or.us

October 21, 2015

Loren Shultz
Oregon Business Development Department
775 Summer St. NE Suite 200
Salem, OR 97301

Dear Loren,

The Curry County Board of Commissioners fully supports the efforts of the City of Brookings in their Disaster Resiliency Planning and their intent to move forward in the application process.

Curry County currently has several efforts underway to address hazard planning, but this effort is difficult to pursue due to the geographic diversity and limited resources. Collaboration among agencies has been the key to all planning efforts in the County. The City of Brookings is developing a comprehensive list of projects which will address many issues, and ultimately benefit the entire county.

Disaster planning is critical to our rural area; we will be isolated in any major event. Effective planning and infrastructure must be established to aid in our recovery and reconstruction efforts. Basic needs such as housing, water, healthcare and electricity will be crucial to sustaining our communities' well-being during periods of disasters.

Thank you for your careful consideration of the City of Brookings application and their efforts to provide resources and infrastructure for our communities.

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Order Dissolving the Public Services Financial Advisory Committee

AGENDA DATE^a: 21 Oct. 2015 **SUBMITTING DEPARTMENT:** Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: M. Gerard Herbage **PHONE/EXT:** x3291

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

- (1) Order Dissolving the Public Services Financial Advisory Committee
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^aNote: 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) This action would dissolve a committee.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
 - Commissioner Thomas Huxley Yes No
 - Commissioner David Brock Smith Yes No
- Comment:

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

In the Matter of an Order)
Dissolving the Public Services) ORDER No. _____
Financial Advisory Committee)

WHEREAS, on April 3, 2013, in Order No. 13855, the Board of Curry County Commissioners formed the Public Services Financial Advisory Committee (hereinafter, “the Committee”); and

WHEREAS, the purpose of the Committee was to explore short and long term fiscal and organizational alternatives to sustain a legal and acceptable County Public Services Department, and to make recommendations to the Board of Commissioners regarding those alternatives; and

WHEREAS, on June 18, 2014, in Order No. 20034, the Board amended Order No. 13855 to update it, and to make it fit the needs of the County; and

WHEREAS, since the passage of Order Numbers 13855 and 20034, the Public Services Department has been renamed the Community Development Department; and

WHEREAS, the Committee has fulfilled its purpose and objectives; and

WHEREAS, additional work in advising the Community Development Department will be done by the Citizens Involvement Committee (CIC); and

WHEREAS, it is appropriate to dissolve the Public Services Financial Advisory Committee;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that the Public Services Financial Advisory Committee is dissolved effective the date of this order.

DATED this 21st day of October, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

Approved As To Form:

M. Gerard Herbage
Curry County Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Committee Filing of Agendas and Minutes Policy

AGENDA DATE^a: 10/21/2015 **SUBMITTING DEPARTMENT:** Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Jerry Herbage

PHONE/EXT: 3218

BRIEF BACKGROUND OR NOTE^b: The attached is the order and proposed policy which was discussed at the October 14, 2015 Workshop.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Order
- (2)Policy
- (3)
- (4)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: 10 /24 / 2015

^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 Susan Brown Yes No
Commissioner Thomas Huxley Yes No
Commissioner David Brock Smith Yes No
Comment:

CURRY COUNTY POLICY

CHAPTER 16

Article 5 – FILING OF AGENDAS AND MINUTES

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16.500 Policy Statement

It is Curry County’s policy to comply with Oregon State law and to ensure transparency in all proceedings. The County has adopted this policy to ensure agendas and meeting minutes are made available to the public in a timely manner, in compliance with Oregon Statutes as identified in ORS Ch. 192, as applicable.

16.505 Purpose

The purpose of these rules is to provide a procedure to ensure there is a records custodian assigned to each Curry County committee or task force, and to guarantee the timely filing of agendas and minutes, by the records custodian, to the Board of Commissioner’s Office. This policy is not intended to apply to any committee or task force exempted by law to file their agendas and minutes with the Board of Commissioner’s Office.

16.510 Definitions

Unless defined below, the definitions applicable to the terms set forth in this policy are those defined in ORS 192.

“**Records Custodian**” shall be as defined in Curry County Policy, Chapter 16, Article 1, as adopted.

16.515 Staff Appointment and Responsibilities

- (1) County committees and task forces that have been duly appointed to make recommendations to the Board of Commissioners on policy and administration, or which have authority to make decisions for a public body (such as the Planning Commission), are subject to the Oregon Public Meetings Law (ORS 192.610 to ORS 192.690). As such, they shall duly provide notice of their meetings (ORS 192.660), and provide for minutes (ORS 192.650). Approved or Draft written minutes and agendas must be created and be available to the public within a reasonable time after the meeting.
- (2) Records Custodians, or their designee, shall assign to each County committee or task force, relating to their department, one department staff member to help see that this

policy is enforced. That staff member can be a member of the committee or task force if appropriate and if duly appointed by the Board.

16.520 Filing Procedure

- (1) The staff member referenced in 16.515 (2) above shall see that the meetings are properly noticed, and that agendas and written minutes of the committee or task force are prepared and submitted to the Commissioners' Office within ten days of the approval of the minutes. The Curry County Director of Administration shall keep the minutes on file in the Commissioners' Office.

16.525 Abrogation and Greater Restrictions

- (1) This policy shall be construed to be supplemental to the policies contained in the underlying order forming the committee or task force, and the bylaws of that committee or task force, if any. If there is a conflict between the underlying order or bylaws and this order, this order shall prevail.

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

In the Matter of an Order)
Establishing Standard Policies) ORDER NO. _____
For County Committees and)
Task Forces)

WHEREAS, the Board of Curry County Commissioners has formed a number of committees and task forces; and

WHEREAS, it is important for these committees and task forces to have a standard set of policies to ensure compliance with the law and the orderly reporting to the Commissioners' Office;

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

- 1) County committees and task forces that have been duly appointed to make recommendations to the Board of Commissioners on policy and administration, or which have authority to make decisions for a public body (such as the Planning Commission), are subject to the Oregon Public Meetings Law (ORS 192.610 to ORS 192.690). As such, they shall duly provide notice of their meetings (ORS 192.660), and provide for minutes (ORS 192.650). Approved or Draft written minutes and agendas must be created and be available to the public within a reasonable time after the meeting.
- 2) Records Custodians, or their designees, shall assign to each County committee or task force, relating to their department, one department staff member to help see that this policy is enforced. That staff member can be a member of the committee or task force if appropriate and if duly appointed by the Board.
- 3) The staff member referenced in 2) above shall see that the meetings are properly noticed, and that agendas and written minutes of the committee or task force are prepared and submitted to the Commissioners' Office within ten days of the approval of the minutes. The Director of Administration shall keep the minutes on file in the Commissioners' Office.

- 4) This order shall be construed to be supplemental to the policies contained in the underlying order forming the committee or task force, and the bylaws of the committee or task force, if any. If there is a conflict between the underlying order or bylaws and this order, this order shall prevail.
- 5) The Director of Administration shall distribute this order to each of the active County committees and task forces within 30 days of its adoption.
- 6) This order shall be effective upon its passage.
- 7) For reference, a copy of the formatted policy, to be known as Curry County Policy, Chapter 16, Article 5, is attached hereto.

DATED this 21st day of October, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

M. Gerard Herbage
Curry County Legal Counsel