City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, January 25, 2021, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at **6:00 PM**, in the EOC, under the authority of ORS 192.660(2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions" ORS 192.660 (2)(f) "To consider information or records that are exempt by law from public inspection." 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."

CITY COUNCIL

- A. Call to Order
- **B. Pledge of Allegiance**
- C. Roll Call

D. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items - five (5) minute limit per person, please submit Public Comment Form in advance)

E. Consent Calendar

- 1. Approve Council minutes for January 15, 2021 [Pg. 1]
- 2. Receive monthly financial report for November, 2020 [Pg. 3]

F. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

- 1. South Coast Interagency Narcotics Team Intergovernmental Agreement [PD, Pg. 9]
 - a) SCINT IGA 2020-2022 [Pg. 10]
- 2. Repairs to Pump House [PWDS, Pg. 28]
 - a) Contractor Bids [Pg. 29]
- 3. Authorize Signatories [F&A, Pg. 33]
 - a) Resolution 21-R-1195 [Pg. 34]
- 4. Liaisons Discussion/Appointment [City Manager, Pg. 35]
 - a) Draft Council Liaison List [Pg. 36]

G. Remarks from Mayor and Councilors

H. Adjournment

*The agenda packet is available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

On computers, it is possible to stream the meetings LIVE by copying and pasting the following link inside your web browser: mms://68.185.2.46:8080

⁻Internet – Go to the City of Brookings website at http://www.brookings.or.us

City of Brookings CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, January 11, 2021

Call to Order

Mayor Pieper called the meeting to order at 7:00 PM

Swearing In of Elected Officials

Municipal Judge Gary Milliman swore in Jake Pieper as Mayor, Brad Alcorn and Ed Schreiber as Councilors.

Roll Call

Council Present: Mayor Jake Pieper, Councilors Brad Alcorn, Ed Schreiber, John McKinney and Ron

Hedenskog; a quorum present.

Staff present: City Manager Janell Howard, Municipal Court Judge Gary Milliman, Deputy Recorder

Natasha Tippetts Media Present: None

Others Present: 14 audience members

Ceremonies

Each of the seated council members and mayor thanked former council member Brent Hodges for his years of service as a city council member. Mayor Pieper presented Hodges with a commemorative plaque.

Nomination and approval of Council President

Councilor Alcorn recommended that Councilor Alcorn be appointed to the position of Council President.

Councilor Alcorn moved, Councilor Schreiber seconded and Council voted unanimously to appoint Councilor McKinney to the position of Council President.

Committee Appointments

Councilor Hedenskog moved, Councilor Alcorn seconded and Council voted unanimously to reappoint Julie Retherford to the Budget Committee.

Councilor Hedenskog moved, Councilor Alcorn seconded and Council voted unanimously to reappoint Trace Kather to the Parks and Recreation Committee.

Scheduled Public Appearances

None

Oral Requests and Communications from the Audience

- 1. Don Bemis & Debra Salzman, PO Box 608, Brookings Wreaths Across America
- 2. Diana Cooper, 805 Paradise Lane, Brookings Gave congratulations to those elected

Consent Calendar

- 1. Approve Council Minutes for December 14, 2020
- 2. Approve Council Minutes for December 30, 2020

Councilor Hedenskog moved, Councilor McKinney seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports

1. Accept official Election Results

Janell Howard presented the staff report

Councilor Schreiber moved, Councilor Alcorn seconded and Council voted unanimously to accept the official election abstract.

Remarks from Mayor and Councilors

None

Adjournment

Councilor Hedenskog moved, Councilor McKinney seconded and Council voted unanimously to adjourn the meeting at 7:35 PM.

Respectfully submitted:	ATTESTED: this 25th day of January, 2021:	
Jake Pieper, Mayor	Janell K. Howard, City Recorder	

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	3,367,786.00	74,733.79	2,883,797.16	483,988.84	85.6
	LICENSES AND PERMITS	265,000.00	20,073.72	132,015.42	132,984.58	49.8
	INTERGOVERNMENTAL	291,800.00	12,478.17	80,861.50	210,938.50	27.7
	CHARGES FOR SERVICES	317,000.00	58,380.96	224,597.15	92,402.85	70.9
	OTHER REVENUE	163,883.00	68,740.63	375,795.55	(211,912.55)	229.3
	TRANSFERS IN	579,943.00	.00	.00	579,943.00	.0
		4,985,412.00	234,407.27	3,697,066.78	1,288,345.22	74.2
	EXPENDITURES					
JUDICIAL:						
JUDICIAL.	PERSONAL SERVICES	32,738.00	2,947.70	17,907.59	14,830.41	54.7
	MATERIAL AND SERVICES	12,850.00	300.00	2,406.53	10,443.47	18.7
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		45,588.00	3,247.70	20,314.12	25,273.88	44.6
FINANCE AND A	DMINISTRATION:					
	PERSONAL SERVICES	367,668.00	28,507.43	174,670.41	192,997.59	47.5
	MATERIAL AND SERVICES	153,000.00	5,812.64	68,045.36	84,954.64	44.5
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		520,668.00	34,320.07	242,715.77	277,952.23	46.6
POLICE:						
	PERSONAL SERVICES	2,614,605.00	208,863.90	1,233,752.16	1,380,852.84	47.2
	MATERIAL AND SERVICES	184,000.00	6,966.98	79,327.95	104,672.05	43.1
	CAPITAL OUTLAY DEBT SERVICE	.00 67,867.00	.00 4,452.31	.00 41,020.79	.00 26,846.21	.0 60.4
	TRANSFERS OUT	.00	.00	.00	.00	.0
		2,866,472.00	220,283.19	1,354,100.90	1,512,371.10	47.2
FIRE:						
	PERSONAL SERVICES	218,421.00	17,295.52	107,433.78	110,987.22	49.2
	MATERIAL AND SERVICES	101,000.00	2,709.91	35,946.99	65,053.01	35.6
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	30,580.00	.00	30,579.01	.99	100.0
	TRANSFERS OUT	.00		.00	.00	
		350,001.00	20,005.43	173,959.78	176,041.22	49.7

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUIL	DING:					
F	PERSONAL SERVICES	248,233.00	20,502.46	124,699.01	123,533.99	50.2
N	MATERIAL AND SERVICES	91,100.00	1,404.11	30,539.66	60,560.34	33.5
(CAPITAL OUTLAY	.00	.00	.00	.00	.0
1	TRANSFERS OUT	.00	.00	.00	.00	.0
		339,333.00	21,906.57	155,238.67	184,094.33	45.8
PARKS & RECREATION	DN:					
F	PERSONAL SERVICES	272,611.00	18,882.06	127,315.07	145,295.93	46.7
N	MATERIAL AND SERVICES	110,600.00	15,841.34	79,738.43	30,861.57	72.1
(CAPITAL OUTLAY	.00	.00	1,373.00	(1,373.00)	.0
	DEBT SERVICE	58,330.00	.00	30,139.40	28,190.60	51.7
1	RANSFERS OUT	.00	.00	.00	.00	.0
		441,541.00	34,723.40	238,565.90	202,975.10	54.0
FINANCE AND HUMA	N RESOURCES:					
F	PERSONAL SERVICES	.00	.00	.00	.00	.0
N	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
C	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
SWIMMING POOL:						
F	PERSONAL SERVICES	72,764.00	.00	61,041.08	11,722.92	83.9
N	MATERIAL AND SERVICES	40,300.00	708.70	25,604.65	14,695.35	63.5
C	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		113,064.00	708.70	86,645.73	26,418.27	76.6
NON-DEPARTMENTA	L:					
N	MATERIAL AND SERVICES	162,600.00	11,020.71	43,080.58	119,519.42	26.5
(CAPITAL OUTLAY	.00	.00	.00	.00	.0
1	RANSFERS OUT	555,500.00	.00	.00	555,500.00	.0
C	CONTINGENCIES AND RESERVES	640,645.00	.00	.00	640,645.00	.0
		1,358,745.00	11,020.71	43,080.58	1,315,664.42	3.2
		6,035,412.00	346,215.77	2,314,621.45	3,720,790.55	38.4
		(4.050.000.00)	(444 000 50)	4 000 445 00	/ 0.400.445.00\	404 7
		(1,050,000.00)	(111,808.50)	1,382,445.33	(2,432,445.33)	131.7

STREET FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	INTERGOVERNMENTAL	636,000.00	42,049.77	417,709.97	218,290.03	65.7
	OTHER REVENUE	14,450.00	5,863.00	1,090.12	13,359.88	7.5
	TRANSFER IN	17,940.00	.00	9,119.30	8,820.70	50.8
		668,390.00	47,912.77	427,919.39	240,470.61	64.0
	EXPENDITURES					
EXPENDITURES:						
	PERSONAL SERVICES	214,589.00	17,619.78	102,994.73	111,594.27	48.0
	MATERIAL AND SERVICES	209,000.00	3,378.62	51,460.89	157,539.11	24.6
	CAPITAL OUTLAY	178,940.00	258.39	9,527.43	169,412.57	5.3
	DEBT SERVICE	21,084.00	1,724.29	9,243.52	11,840.48	43.8
	TRANSFERS OUT	61,775.00	.00	.00	61,775.00	.0
	CONTINGENCIES AND RESERVES	158,002.00	.00	.00	158,002.00	.0
		843,390.00	22,981.08	173,226.57	670,163.43	20.5
		843,390.00	22,981.08	173,226.57	670,163.43	20.5
		(175,000.00)	24,931.69	254,692.82	(429,692.82)	145.5

WATER FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	SOURCE 03	.00	.00	.00	.00	.0
	CHARGES FOR SERVICES	1,765,000.00	118,654.75	968,397.52	796,602.48	54.9
	OTHER INCOME	53,000.00	3,290.00	28,702.63	24,297.37	54.2
	TRANSFERS IN	17,940.00	.00	9,119.30	8,820.70	50.8
		1,835,940.00	121,944.75	1,006,219.45	829,720.55	54.8
	EXPENDITURES					
WATER DISTRIBUT	ION:					
	PERSONAL SERVICES	378,604.00	29,697.25	183,745.71	194,858.29	48.5
	MATERIAL AND SERVICES	186,300.00	10,432.36	95,408.03	90,891.97	51.2
	CAPITAL OUTLAY	67,940.00	258.40	33,362.71	34,577.29	49.1
	DEBT SERVICE	7,186.00	367.38	3,486.65	3,699.35	48.5
	TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
		664,030.00	40,755.39	316,003.10	348,026.90	47.6
WATER TREATMEN	IT:					
	PERSONAL SERVICES	26,182.00	2,088.71	12,783.98	13,398.02	48.8
	MATERIAL AND SERVICES	491,562.00	97.92	27,536.80	464,025.20	5.6
	CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
	DEBT SERVICE	2,386.00	.00	2,384.49	1.51	99.9
	TRANSFERS OUT	814,903.00	.00	.00	814,903.00	.0
	CONTINGENCIES AND RESERVES	186,877.00	.00	.00	186,877.00	.0
		1,531,910.00	2,186.63	42,705.27	1,489,204.73	2.8
DEPARTMENT 24:						
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
		2,195,940.00	42,942.02	358,708.37	1,837,231.63	16.3
		(360,000.00)	79,002.73	647,511.08	(1,007,511.08)	179.9
					1,007,511.00)	====

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,219,300.00	267,767.27	1,642,831.51	1,576,468.49	51.0
OTHER REVENUE	20,000.00	.00	4,831.92	15,168.08	24.2
TRANSFER IN	17,940.00	.00	9,119.29	8,820.71	50.8
	3,252,740.00	267,767.27	1,656,782.72	1,595,957.28	50.9
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	581,033.00	46,247.35	271,016.52	310,016.48	46.6
MATERIAL AND SERVICES	224,500.00	7,010.36	55,651.80	168,848.20	24.8
CAPITAL OUTLAY	32,940.00	258.41	9,527.45	23,412.55	28.9
DEBT SERVICE	7,186.00	367.22	3,486.15	3,699.85	48.5
TRANSFERS OUT	193,811.00		.00	193,811.00	.0
	1,039,470.00	53,883.34	339,681.92	699,788.08	32.7
WASTEWATER TREATMENT:					
PERSONAL SERVICES	39,578.00	3,133.04	19,175.33	20,402.67	48.5
MATERIAL AND SERVICES	938,591.00	136.80	32,885.90	905,705.10	3.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	2,386.00	.00	2,384.49	1.51	99.9
TRANSFERS OUT	1,357,636.00	.00	.00	1,357,636.00	.0
CONTINGENCIES AND RESERVES	324,579.00		.00	324,579.00	.0
	2,662,770.00	3,269.84	54,445.72	2,608,324.28	2.0
	3,702,240.00	57,153.18	394,127.64	3,308,112.36	10.7
	(449,500.00)	210,614.09	1,262,655.08	(1,712,155.08)	280.9

URBAN RENEWAL AGENCY FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	582,539.00	11,359.54	582,732.70	(193.70)	100.0
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	2,000.00	2.45	2,146.12	(146.12)	107.3
	TRANSFERS IN	.00	.00	.00.	.00	.0
		584,539.00	11,361.99	584,878.82	(339.82)	100.1
	EXPENDITURES					
OFNEDAL:						
GENERAL:	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	60,000.00	150.00	3,274.32	56,725.68	5.5
	CAPITAL OUTLAY	864,539.00	.00	.00	864,539.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	130,000.00	.00	.00	130,000.00	.0
	CONTINGENCIES AND RESERVES	.00	.00	.00.	.00	.0
		1,054,539.00	150.00	3,274.32	1,051,264.68	.3
DEPARTMENT 20:						
	CAPITAL OUTLAY	.00		.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 22:						
	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
	DEBT SERVICE	.00		.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 24:						
	CONTINGENCIES AND RESERVES	.00		.00	.00	.0
		.00	.00	.00	.00	.0
		1,054,539.00	150.00	3,274.32	1,051,264.68	.3
		(470,000.00)	11,211.99	581,604.50	(1,051,604.50)	123.8
			=======================================			====

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 25, 2021

Originating Dept: Police Department

Signature (submitted by)

City Manager Approval

Subject:

South Coast Interagency Narcotics Team (SCINT) Intergovernmental Agreement 2020-2022.

Recommendation:

Authorize Mayor to sign the 2020-2022 Intergovernmental Agreement with SCINT.

Financial Impact: Minimal. To be determined during the 2021-2022 budget process.

Background/Discussion:

The South Coast Interagency Narcotics Team (SCINT) was established as a joint effort by Coos and Curry County law enforcement agencies for the purpose of having a dedicated drug enforcement team to combat drug manufacturing, distribution, and large quantity possession within our borders. Hwy 101 is a frequently used trafficking corridor from northern California to the Coos Bay area, affecting both of our counties and it is in our community's interest to interdict these operations as much as possible.

The Brookings Police Department does not have a detective position dedicated to narcotics interdiction. All investigations, narcotics and general, are conducted by our sole detective and patrol officers. This limits the scope and depth of narcotics investigations due to manpower and general calls for service. SCINT does not replace having a narcotics detective but it does provide for additional resources when we determine that a drug investigation is beyond the scope of our resources. The passage of Oregon Measure 110 (2020), Drug Decriminalization and Addiction Treatment Initiative, does not affect the mission of SCINT as their focus remains those who deal in large quantities of narcotics, not user amounts.

SCINT and its parent agency, Coos County Sheriff's Office, are looking for continued support and request that each listed agency that wants to remain a part of SCINT have their mayor/commissioner and chief law enforcement officer sign this IGA. The City of Coos Bay and the Coos County Sheriff's Office provide personnel and monetary support. This commitment by Brookings will ensure we remain a member of SCINT and can request their assistance when needed. Our monetary contribution is to support operations and will be determined by The City during the 2021-2022 budget process.

Attachments:

a. SCINT IGA 2020-2022



SOUTH COAST INTERAGENCY NARCOTICS TEAM (SCINT) INTERGOVERNMENTAL AGREEMENT

UPDATE 2020 - 2022

UPON RATIFICATION- THIS DOCUMENT SUPERSEDES ANY PREVIOUS OR CURRENTLY EXISTING IGA RELATED TO THE OPERATIONS AND MAINTAINING OF THE SCINT OPERATIONS.

SOUTH COAST INTERAGENCY NARCOTICS TEAM AGREEMENT

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APPENDIX...... A. EXPLANATION OF ORS. AND Internal Revenue RELATED STATUTES

- B. OPERATION BUDGET AND REVENUE SOURCES
- C. CIVIL FORFEITURE ORDINANCE

INTERGOVERNMENTAL AGREEMENT

SOUTH COAST INTERAGENCY NARCOTICS TEAM

I. <u>AUTHORITY</u>:

This Intergovernmental Agreement is entered into voluntarily by various political subdivisions (listed below) under the authority of ORS 190.003 to ORS 190.110 which states in part,

ORS 190.007 Policy; Construction. "In the interest of furthering economy and efficiency in local government, intergovernmental cooperation is declared a matter of statewide concern..."

And

ORS 190.010 Authority of local governments to make intergovernmental agreements. "A unit of local government may enter into a written agreement with any other unity or units of local government for the performance of any or all functions and activities that a party to the agreement, its officer, or agencies, have the authority to perform. "The agreement may provide activity...":

- (1) By a consolidated department;
- (2) By jointly providing for administrative officers;
- (3) By means of facilities or equipment jointly constructed, owned leased, or operated;
- (4) By agreement between two or more parties;
- (5) By a combination of methods.

The following cities and counties listed, under the authority of Oregon Revised Statute referred to above enter into this intergovernmental agreement for mutual benefit;

Bandon, Brookings, Coos Bay, Coos County, Coquille, Curry County, Gold Beach, Myrtle Point, North Bend, Coquille, Powers, Reedsport and Oregon State Police.

II. PURPOSE:

This document is entered into for the purpose of Regional Agreement as to the organization, structure, and formal process of the South Coast Interagency Narcotics Team. (Here after referred to as SCINT.)

III. RESOLUTION:

WHEREAS, The manufacture, sale, use and abuse of illicit and illegal drugs has become a major social problem in the United States of America; and,

WHEREAS, The manufacture, sale, use and abuse of illicit drugs and its related criminal activity has been a major police and law enforcement problem in Southwestern Oregon for many years; and

WHEREAS, The Senate and House of Representative of the United states of America in Congress assembled, enacted into law the 1986 Anti-Drug Abuse Act for the purpose of eradicating illicit drug crops, halting drug trafficking, improving enforcement of drug laws, apprehending and intercepting of illicit drug shipments, and the elimination of illegal drug manufacturing laboratories; and,

WHEREAS, The State of Oregon, Department of Justice is mobilizing to participate in this program by supporting Regional Initiatives which are intended to improve the apprehension, and adjudication, detention, and rehabilitation of drug offenders; and,

WHEREAS, The determination has been made by the governing authority of each of the jurisdictions signatory hereto, that it is mutually and financially advantageous to all that a Regional Crime Program be organized and utilized on a routine basis for the purpose of reducing all illicit narcotics and related criminal activities; and,

WHEREAS, DOJ desires to enter into a contract with Coos County to be the parent agency for SCINT to be receiver of grant funds, to be administrator of the grant program, and to be responsible for its terms and the task force program on behalf of the SCINT member agencies; and,

WHEREAS,

Coos county and the member agencies have developed an application and a budget for grant funds which are part of the SCINT Program Packet incorporated herein and are hereby made part of this agreement; and,

WHEREAS,

The reduction of narcotics and criminal activities shall include but not be limited to situations and circumstances as follows: Extensive Narcotics Investigations, Narcotics Related Organized Crime Investigations, Apprehension of Suspected Felons, Investigations Related to Large Gatherings of Known Drug Users, Organization of Search Parties Including the Serving and Execution of Lawful Search Warrants, and any other instances where the local agency's personnel and facilities cannot be reasonably expected to cope; and,

WHEREAS,

The cooperation and coordination of narcotics investigations shall, when appropriate, be expanded to include any applicable Federal Agencies;

NOW THEREFORE;

Be it resolved that the political subdivisions signatory hereto, voluntarily and under the authority of Oregon Revised Statute Chapter 190 do hereby enter into this agreement to formally organize the SOUTH COAST INTERAGENCY NARCOTICS TEAM (SCINT), as a cooperative Regional Crime Task Force, with all the rights, privileges and authority of the member agencies. The primary function of the Task Force is the regional investigation, apprehension, and adjudication of person, individually or conspiring in an organization, to use, manufacture, sell, smuggle, transport or grow any illicit drug in Southwestern Oregon; roughly from Reedsport Oregon, in the north to the California border in the south, and from the Ocean to the crest of the Coast Range.

IV. REGIONAL COOPERATION:

During the course of local law enforcement investigations, when information is gathered to indicate narcotics activity may be taking place, and such activity may be beyond the scope of the local agency's ability to aggressively pursue, Head of Member Agency, or the SCINT representative of the Agency may request assistance from the SCINT Coordinator or Chairperson of the SCINT Executive Committee.

- Upon receipt of such a request for aid the SCINT Coordinator may plan the investigation with the head of the member agency or his/her designee in order to determine level of personnel and equipment needed to proceed with the investigation. Decision as to each local agency manpower commitment to a SCINT investigation shall be solely at the discretion of the Head of the Member Agency or his designee.
- 3. Once the Coordinator has determined the credibility of the shared information from the Member Agency, and it in fact involves narcotic or related crime activities, the Coordinator may:
 - a. Plan with the requesting agency, a Deputy District Attorney, and staff as to the manner in which the investigation should proceed and level of SCINT participation and coordination.
 - b. Maintain computerized files, with appropriate back-up on the investigation in a secure place which is separate from the other types of criminal investigations. Some files may be maintained in a Western States Information Network (WSIN) format and be available to all member agencies or other state or federal law enforcement agencies on a need to know basis. WSIN will be the depository for contributing agencies.
 - c. Coordinate and plan the most productive type of investigation methods with the SCINT Executive Committee Chairperson, investigators, and Member Agencies. Such methods include Surveillance and/or Stakeout, Undercover or Covert Operations, and Use of Sources of Information.
 - d. Conduct investigations using approved lawful and proven law enforcement procedures. SCINT will coordinate and oversee all undercover operations unless specifically directed by the E Board.

V. ORGANIZATION:

A. Steering Committee:

1. Membership and Voting:

This committee shall consist of one designated law enforcement official from each jurisdiction signatory to this agreement.

Each jurisdiction shall have one vote on all matters as to policy, format, directions and major financial expenditures of SCINT.

2. Duties:

The Steering committee shall be the major policy-making body of the South Coast Interagency Narcotics Team. Duties include the following:

- a. Review and Approval of Operations and Personnel Policies.
- b. Review and Approval of Policies regarding use of Sources of Information.
- c. Review of annual narrative reports and annual financial statements.
- d. Approval of expenditure exceeding \$1,000.00 for equipment or other non-normal purchases. This approval does not include approval of payroll and other normal operations expenses.
- e. Approval of an Information Sharing Policy to promote better communications between Member Agencies, the SCINT, WSIN and other law enforcement agencies.
- f. Act as a liaison group to stimulate cooperation between the SCINT and Federal Law Enforcement Agencies both of who have the same goals.

3. Meetings:

To the greatest extent possible, the Steering Committee shall meet at least annually. Meetings shall be held at a mutually convenient location whenever possible.

4. Notification:

The coordinator shall have the responsibility of notifying Steering Committee members of upcoming events and/or dissemination of important information.

5. Executive Committee Organization:

The Steering Committee shall select from its membership 4 representatives to serve on the executive Committee. The Executive Committee shall also have three permanent members made up by the Coos County District Attorney, Coos County Sheriff and the Curry County Sheriff or their representative. Selected members to the Executive Committee will total 7.

The 4 members shall serve on the Executive Committee for two years.

B. Executive Committee:

1. Membership and Voting:

The Executive Committee shall consist of 7 members of the Steering Committee. Members shall serve pursuant to Section V. Each Executive member shall have one vote.

2. Chairperson:

The Chairperson of the Executive Committee shall be selected by the full Steering Committee. The Chairperson shall also serve for two years.

- 3. The Executive Committee shall be responsible for the following:
 - a. The recruitment, selections and supervision of qualified professionals assigned on a full-time basis to SCINT in the following positions: (as funds are available)

(1) Coordinator

- b. The review of all SCINT Investigations on an "as needed basis".
- c. The approval of expenditures over \$1,000. Names and identity of confidential sources of information are not subject to disclosure to auditors. SCINT operating budget shall appear in the Parent Agency's annual budget and shall be subject to appropriate review and audit.

- d. The overall coordination of activities relevant to any "Major Organized Narcotic Crime" activity, or other assignments as appropriate.
- e. The decision as to how proceeds from legal forfeitures should be divided between the SCINT Director and the Coos County District Attorney, subject to review by the Executive Board, if a conflict were to arise.
- f. Conduct periodic review of staff performance and overall program effectiveness.
- g. Determine the duties of the Coordinator.
- 4. District Attorney Executive committee Special Duties.

It shall be the duty of the District Attorneys of the participating counties through its representative member to do the following:

- a. Select an Assistant District Attorneys, (if funding is available) to:
 - (1) Hire with the approval of the Executive Committee and participating District Attorney, a Deputy District Attorney and to assign said Deputy District Attorney exclusively to SCINT Investigations, Prosecutions and forfeitures with the approval and consent of the Member District Attorneys having Agencies and jurisdiction. Said Deputy District Attorney may be appointed on an ad hoc or blanket basis by the District Attorney of jurisdiction having venue. Said Deputy District Attorney will also prosecute forfeiture proceedings, at his/her discretion, at the request of member agencies and with the consent of the District Attorney, City Attorney, or County council having jurisdiction of the case. (When funding is available) The prosecuting District Attorney or his designee will act as Forfeiture Counsel when a prosecutor is not assigned.

- (2) Facilitate cross designation with the United States Attorney's Office of said Deputy District Attorney, so the Federal prosecutions can occur when appropriate.
- b. Further this Deputy District Attorney shall not initiate any Grand Jury proceeding or formal charging without the knowledge and consent of the District Attorney of the county of venue.

C. Equitable Sharing Formula:

1. It is the intent of the South Coast Interagency Narcotics Team to be self sufficient at the end of anticipated grant programs. Therefore when legally permissible, SCINT, through the Coos County District Attorney's Office (if prosecutor is not assigned), shall pursue forfeitures resulting from criminal prosecutions pursuant to applicable state, local and federal forfeiture statutes. Questions or concerns regarding proceeding on forfeitures will be determined as outlined in Section V Paragraph B subsection 3, e.

VI. REVENUE:

- A. The South Coast Interagency Narcotics Team shall seek to secure the necessary funds for operation in the following manner:
 - Secure Federal and State Block Grants and participation in Discretionary Grant Programs, and Private Donations.
 - 2. Secure funds through a Uniform Civil Forfeiture Ordinance or other applicable Forfeiture Ordinances.
 - 3. Secure contributions from convicted offenders, as part of the plea bargaining process.

VII. <u>EMPLOYEE PRESERVATION OF BENEFITS; PARENT AND MEMBER AGENCY EMPLOYEES</u>

- A. All personnel participating in SCINT shall remain the employee of their respective member agency and shall be subject to any applicable collective bargaining agreement or personnel policies and employee benefit program.
- B. Each member agency shall accept the liability for its own employees and agents in the event of personal injury which may occur while engaged in Page | 10

SCINT activities, pursuant to any specific provisions of law related to on the job injuries.

- If assigned or selected person is, at the time of assignment to SCINT, a
 Coos County employee, that person shall remain a Coos County
 employee. Coos County shall be reimbursed for that person's
 personnel costs from proceeds of the grant program. (If funds are
 available)
- 2. If assigned or selected person is at the time of assignment to SCINT, a Member Agency employee, that person shall remain a Member Agency employee. The Member Agency shall be reimbursed for that person's personnel costs by the Parent Agency (Coos County) from proceeds from a grant program or funding source (if funds are available).
- C. Parent Agency or Member Agency employees assigned to SCINT on a full-time basis shall be under the directions and supervision of the SCINT Executive Committee.

VIII. TRANSFER OF REAL OR PERSONAL PROPERTY:

A. The SCINT member agencies have the legal right to own or transfer title to real or person property solely for the performance of its defined duties and can assign said equipment to SCINT as needed.

IX. DURATION AND SEVERABILITY:

A. This agreement shall remain in effect as long as at least two parties are signatory.

X. TERMINATION:

A. A member agency signatory to this agreement may terminate membership with a 30 day written notice to Executive Committee.

XI. DIVISION OF PROPERTY:

A. When parties to this agreement are unable, upon termination of all member agencies of the agreement, to agree on the transfer of personnel or the division of assets between the parties, the Coos circuit court has jurisdiction to determine the appropriate transfer or division amongst member agencies. Shared and loaned equipment shall revert to original member agency ownership. All equipment purchased with grant funds

and in the possession of a Member Agency terminating membership, shall be returned to the SCINT Coordinator for return to the ownership of the appropriate agency.

XII. INSURANCE:

For the purpose of this agreement, each member agency shall maintain its current liability insurance, workman's compensation insurance and fringe benefits on personnel performing in the SCINT task force.

XIII. FINANCING LOCAL MATCH CONTRIBUTION TERMS:

Coos County acting as the Parent Agency and all member agencies signatory to this agreement, agree to provide in aggregate the financial resources to support Task Force activities.

Each Member Agency shall specify the amount it will contribute to the program.

The Parent and Member agencies certify that all match monies provided for the program were not monies already budgeted for Drug Enforcement.

XIV. PARENT AGENCY AGREEMENT:

The Coos County Board of Commissioners agrees to act as Parent Agency of the South Coast Interagency Narcotics Team. This applies to the following:

- 1. Grant and Program funds recipient
- 2. Provide annual audit service
- 3. Assure grant program administration
- 4. If a person selected or assigned to SCINT on a full-time basis (F.T.E.) is NOT at the time of assignment or selection to SCINT employed by the Parent Agency or a Member Agency, that person will be employed by the Parent Agency (Coos County). (Otherwise Section VII, Part A & B prevails.) Salary and other personnel costs for that person shall be paid from proceeds of the federal grant program, and other income authorized for that use by the SCINT Executive Committee. Once the grant program ends, the Parent Agency (Coos County) is not responsible for continuing any individual's F.T.E. SCINT assignment or selection. Seniority rights pertain only to person employed by Coos County when assigned to SCINT on a full-time basis.

XVII. MANPOWER CLAUSE:

- A. The intent of the SCINT program, particularly Federal Grant Application funds for personnel, shall not be to provide funds for any member agency to support existing personnel levels.
 - 1. It shall be agreed that any SCINT employee funded by SCINT on a F.T.E. (full time employee) basis shall devote 100% of his time to SCINT projects or projects closely related to and having a direct benefit to the SCINT program.
 - a. This shall in no way prohibit contact between SCINT employees, the SCINT parent agency, and parent agency of any individual SCINT employee for the purposes such as reporting their activities, agency training, and other training necessary to retain existing certifications.

SOUTH COAST INTERAGENCY NARCOTICS TEAM INTERGOVERNMENTAL AGREEMENT SIGNATURE PAGES for 2020-2022

Chairperson, Coos County	Chairperson, Curry County
Board of Commissioners	Board of Commissioners
Date:	Date:
Mayor, Coos Bay	Mayor, North Bend
Date:	Date:
Mayor, Coquille	Mayor, Myrtle Point
Date:	Date:

Mayor, Gold Beach
Date:
· · · · · · · · · · · · · · · · · · ·
Mayor, Reedsport
Date:
-
Mayor, Port Orford
Date:
Tribal Council Representative
Coquille Indian Tribe
Date:

Tribal Council Representative	
Confederated Tribes of the Coos, Sius	slaw and Umpqua Indians
Date:	
Coos County District Attorney	Curry County District Attorney
Date:	Date:
Shoriff Coog County	Showiff Curry County
Sheriff, Coos County	Sheriff, Curry County
Date:	Date:
Chief of Police, Coos Bay	Chief of Police, North Bend
Date:	Date:

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	- <u> </u>
Chief of Police, Coquille	Chief of Police, Myrtle Point
Date:	Date:
Chief of Police, Brookings	Chief of Police, Gold Beach
Date:	Date:
<u> </u>	
Chief of Police, Reedsport	Chief of Police, Port Orford
Date:	Date:
Chief of Police, Bandon	OR State Police Representative
Date:	Date:

Chief of Police, Coquille Indian Tribe	Chief of Police, Powers
Date:	Date:
Chief of Police, Confederated Tribes of the C	Coos, Siuslaw and Umpqua Indians
Date:	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 25, 2021

Originating Dept: PW/DS

Signature (submitted by)

City Manager Approval

Subject: Pump House Repairs

Recommended Motion: Authorize City Manager to enter into an agreement with Affordable Construction & Repair Inc. in the amount of \$88,300 to perform various pump house building repairs.

Financial Impact: \$88,300 to be funded from the Water and Wastewater SRF funds.

Background/Discussion:

Fifteen of the twenty five water and wastewater pump station buildings in the City of Brookings water distribution (12), and wastewater collection (13) systems require repairs. These repairs have been identified in both water and wastewater master plans. The work includes dry-rot repair, repair or replacement of leaking roofs and siding, door, paint and electric meter bases.

Staff reached out to local contractors for bids to do the work. Two of the three responded with bids for the project.

Bidder	Bid
Dusty Watson	\$130,000
Affordable Construction & Repair Inc.	\$88,300
Coatney Construction	Declined

Staff recommends accepting the lowest bid submitted by Affordable Construction & Repair Inc. and authorize City Manager to enter into an agreement for the work. The work will be completed during the current and next fiscal year budget cycles.

Attachments:

a. Contractor Bids

Proposal

To: The city of Brookings 898 Elk Drive Brookings, Oregon 97415	11/20/2020
Attn: Tony Baron	
From Dustin Watson LLC	
PO Box 4822	
Brookings, Oregon 97415 CCB # 231036	
A	
As per the city bid sheet titled Pump Station Bu	uilding Repairs (Wastewater)
This proposal includes the following: 1)DT-1	
2)DT-2	
3)DT-3	
4)DT-4	
5)DT-5	
6)Macklyn Cove	
7)Mill Beach	
8)Buena Vista loop	
9)Constitution Way	
10)Marine Drive	
11)Pac View Reservoir	
12)Mt Drive 1	
13)Mt Drive 2 14)Mt Drive 3	
15)Raney Collector	
To find the first terms of the f	
The above list of locations will include the items	of repair listed on the bid sheet from
the city of Brookings. The estimate for all 15 local	
Note: This proposal, if not accepted, is only good	d for 30 days from the above date.
	Date 1//20/28
Dustin Watson LLC: Contractor	
	Date
Tony Baron: City of Brookings	

Affordable Construction and Repair, Inc.

231 Wharf St Brookings, OR 97415 +1 5413241805 affordableconstruction.repair@gmail.com myaffordableroofers.com

Estimate

ADDRESS

Tony Baron City of Brookings 898 Elk Drive Brookings, Oregon 97415 ESTIMATE # 2291 DATE 01/20/2021

SALES REP

Shance Crow

ACTIVITY

Pump Station: (DT-1) 1675 Old Hwy 101 - \$4,000

Pressure Wash Roof

Replace Trim

Repair and Remove rotten siding

Paint Building

Replace back gutter

Add gutters to the doghouse roof

Pump Station: (DT-2) 17105 Pacific Heights - \$3,500

Paint Exterior (Paint Matched to Homeowner)

Replace Door Jamb Pressure Wash Roof

Pump Station: (DT-3) 96444 Shorewood Terrace - \$3,500

Replace Vent Replace Door

Paint Exterior (Paint Matched to HOA)

Shrubs trimmed back from building

Pump Station: (DT-4) 17431 Park Spur - \$3000

Pressure Wash Roof (Metal)

Paint Exterior (Shingle Siding)

Replace Trim Fascia where required

Possible Roof Leak (verify and repair)

Replace door vent screen

Pump Station: (DT-5) 17357 W. Ocean Drive - \$3,500

Pressure Wash Metal Roof

Replace Siding on South Side (Wood Shingle Siding)

Sand/Paint Jamb and Door

Pump Station: (Macklyn Cove) 200 Macklyn Cove Drive - \$4,000

Replace Siding (Cement Board Panels)

Paint Exterior (Paint to match Condos)

Clean Roof

Repair and Replace Gutters

New Fiberglass dog house on well needed

Pump Station: (Mill Beach) 310 Mill Beach Road - \$2,500

Decrease Vent Opening

Pressure Wash

Paint all Metal Trim

Paint all piping

Thank you for choosing Affordable Construction and Repair, Inc. CCB #224204

ACTIVITY

Pump Station: (Buena Vista Loop) 423.5 Buena Vista Loop - \$6,000

Paint Exterior Trim Replace Metal Roof Replace Door

Pump Station: (Constitution Way) 215 North Bank Road - \$9,800

Install New cement board siding and trim

Replace Roofing with Metal (Roof plywood repair/replace required)
Pump Station: (Marine Drive 1.5) 271 Marine Drive - \$10,000

Install New Siding (Cement board panels or lap)

Install New Metal Roof

Repair Fence

Install New Door Vent Install New Gutter(s)

Clear out vegetation around building and perform site work/grading, improve turn around area

Reconnect French Drain

Pump Station: (Pac View Reservoir) 16792 Pacific View - \$14,000

Install New Siding (Cement Board Panels or Lap)

Install New Doors

Paint Exterior

Install New Metal Roof (Match adjacent house)

Install New Chain Link Fence with Green Privacy slats (Include equipment and man gate)

Grade around building with gravel

Pump Station: (Mt. Drive 1) 17164 Mt. Drive - \$7,000

Tank piping needs paint
Tank exterior pressure washed
Replace Roof with Metal

Paint Exterior

Pump Station: (Mt. Drive 2) 17294 Mt. Drive - \$6,000

Install New Metal Roof

Repair Trim and Siding (where required)

Paint Exterior Replace Vent

Tank needs to also be painted

Pump Station: (Mt. Drive 3) 17390 Mt. Drive - \$8,000

Install New Roof

Install New Siding (Cement Board Panel or Lap)

Repair/Repalce Fascia

Paint Exterior

Grade Site (Remove dirt from side of building)

Pump Station: (Raney Collector) 99232 North Bank Rd. - \$3,500

Clean Tile Roof Clean Skylights Pressure Wash Stair

Pressure Wash Eaves (Remove bird nests)

Paint Eaves

Replace door to chlorine storage

Materials Include:

(*Exact quantities/measurements/materials will be reflected on invoice)

Roofing (Metal and Composite) Siding (Wood/Concrete/Lap)

Trim

Gutter Coil Material

Paint Gravel

Fencing

ACTIVITY

Fiberglass Dog House Doors Misc. Necessities (Nails, Screws, Paint Brushes, Sand paper, etc.) Material Delivery Material Disposal Clean up

If wood rot found or additional structural work is needed, labor at (\$70)

TOTAL \$5

\$88,300.00

per man hr and materials will be added to the invoice.

If additional layers of shingles are found it is an additional \$45 per
Square per layer of shingles.

A cancellation fee of \$300.00 will be invoiced to account in the event of

contract cancellation after estimate approval.

Accepted By

Accepted Date

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 25, 2021	
• ,	Signature (submitted by)
Originating Dept: Finance & Admin	City Manager Approval

Subject:

Authorized signatories for all City financial activities

Recommended Motion:

Adopt Resolution 21-R-1195, Authorizing signatories for all City financial activities.

Financial Impact:

None.

Background/Discussion:

On January 11, 2021, the City Council appointed Councilor John McKinney as Council President. The City Charter states that the Mayor shall sign, and that the Council President shall function as Mayor when the Mayor is unable. In addition, the positions of City Manager/Finance Director and Deputy Finance Director have historically been the other two authorized signatories, since at least 2000. Position titles and individuals have changed since that time.

Attachment

a. Resolution 21-R-1195

CITY OF BROOKINGS State of Oregon

RESOLUTION 21-R-1195

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING SIGNATORIES FOR ALL CITY FINANCIAL ACTIVITIES.

WHEREAS, the City of Brookings ("City") Charter states the Mayor shall sign all approved records of proceedings of the Council and countersign all checks and vouchers; and

WHEREAS, the City Charter states that the Council President shall function as Mayor when the Mayor is unable; and

WHEREAS, all disbursements drawn on the City of Brookings funds require authorized signatories; and

WHEREAS, all financing, borrowing, and encumbering of assets, require authorized signatories; and

WHEREAS, the positions listed below have been the authorized signatories for all City of Brookings financial activities since 2000,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings authorizes signatories for all City of Brookings financial activities, and borrowing and encumbering assets, to the following list of positions:

Mayor
Council President
City Manager/Finance Director
Deputy Finance Director

Passed by the City Council January 25, 2021, and made effective the same date.

	Attest:		
Mayor Jake Pieper			
•	City Recorder Janell K. Howard		

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 25, 2021

Originating Dept: Finance & Admin

Signature (submitted by)

City Manager Approval

Subject:

Council Liaison Discussion/Appointments

Financial Impact:

No direct cost. Potential travel costs for those meetings out of town.

Background/Discussion:

The Council liaison positions have traditionally been reviewed every couple of years, or with a change in elected position(s). The City Council last visited Council liaison positions February 11, 2019. At that time, Council chose not to fill vacant positions or change current positions; as many of those roles were being filled by City staff. Prior Councilor Brent Hodges was liaison to Brooking Harbor School District and the City's Parks and Recreations Commission. The liaison to the Port of Brookings Harbor has been vacant for a couple years.

Councilor Alcorn asked at the January 11, 2021 meeting to create a liaison position between Brookings City Council and Curry County Commissioners. That position is included on the attached list, but it has not been active for a while. Council asked that all liaison positions be reviewed.

In addition to filling the vacant positions, the Mayor and/or Councilors might want to change representation on some committees, commissions, boards, etc.

Attachment

a. Draft Council Liaison List

Council Liaisons

Organization	Member	Liaison	Appointee	Alternative	When	Where
Brookings/Harbor School District 17C		X			Monthly/3rd Wed, 530PM	K-School/Azalea gym
Curry County Commission		X	J. Pieper		1st & 3rd Wed, 10AM	Courthouse Annex, GB
Curry County Recycling		X	T. Baron	J. Howard	3rd Tues, 1st Month of each Quarter, 10AM-12PM	Curry County Commissioners Hearing Room
Harbor Sanitary District	X		J. Pieper	J. Howard	No set Dates/Times	No Set Location
Household Hazardous Waste (HHW) Steering Committee	X		T. Baron	J. Howard	As Needed	Coos County (Can be Attended Via Phone)
League of Oregon Cities Voting Delega	X		J. Pieper	Attendee	Annual	LOC Conference
Parks and Recreation Commission		X			Bi-monthly/3rd Thurs, 7PM	Chambers
Planning Commission		Х	J. Pieper		Monthly, 1st Tues, 7PM	Chambers
Port of Brookings Harbor		X			Monthly, 3rd Tues, 7PM	Port Office
Sudden Oak Death Task Force	X		R. Hedenskog	T. Baron	As Needed	Vareis/Statewide
Border Coast Regional Airport Authori	X		G. Milliman	J. Howard	Monthly, 1st Thurs, 2PM	Crescent City (virtual)
South West Area Commission on Trans	X		G. Milliman	J. Howard	Bi-monthly/Fri, 10AM	Coquille (virtual)