

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

**In the Matter of the Re-Hire of a Former)
Employee)
(IT Director))**

ORDER NO. 23297

WHEREAS, it is the recommendation of Michael E. Fitzgerald, Director of County Operations, that the following person shall 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>Range/Step</u>	<u>Rate</u>	<u>Status</u>
Philip W. Dickson	Information Technology Director	IT-A-2	\$12497/mo	FT

The job description is attached hereto for 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 hire be in effect as of September 8, 2023; notwithstanding, however, that such employment shall be subject to the terms and conditions set forth in the Employment Contract between the parties, attached hereto and incorporated herein by reference.

DATED this 6th day of September, 2023

BOARD OF CURRY COUNTY COMMISSIONERS

Absent At Signing

John Herzog, Chair

Brad Alcorn, Vice Chair

Approved as to Form: _____

Michael E. Fitzgerald, OSB #950738
County Legal Counsel

Jay Trost, Commissioner

CT2023-340
Curry County Clerk, Shelley Denney
Filed Date 10 11 23
Time 2:39 PM - 11 pages
Deputy S. Under Harris

CURRY COUNTY

JOB DESCRIPTION

JOB TITLE: Director of Information Technology

EXEMPT: Yes

SALARY LEVEL: IT - A

SUPERVISOR: Director of County Operations

PREPARED BY: Director of County Operations

August 2023

POSITION SUMMARY:

This position is the Department Head for Information Technology ("IT") and is responsible for the performance and administration of County IT Services as well as planning, organizing and directing and overseeing the activities of the Department.

The qualified candidate will promote excellence, dependable performance, responsible employee services, pride, initiative, commitment, cooperation, safety and a team approach.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

May include, but are not limited to the following:

Plan, direct, manage, and supervise the activities and operations of the IT Department, including systems development and maintenance, office automation, wide area network, voice and data communications, and technical support. Manages the development and implementation of short and long-term IT service plans for the County. Coordinates appropriately with other departments, outside agencies, and vendors.

Performs analyses and makes recommendations regarding cost and benefit estimates, conceptual design, schedules of implementation, network, hardware and software requirements, internal procedures and standards for County IT infrastructure. Manages, directs, and organizes the development, acquisition, implementation and operation of new and revised computer systems, software, and network security infrastructure.

Negotiates with regional, state, and federal agencies, as well as data, hardware, software and computing service vendors for use by Curry County IT. Provides cost-effective, high-quality IT strategies and solutions that contribute to the success of the organization.

Recommends the appointment of personnel; provides and coordinates staff training; works with employees to enhance technical knowledge and skills.

Develops, implements, and administers the IT Department budget; forecasts the need for additional funds for staffing, equipment, materials, and supplies.

Develop and manage departmental disaster recovery planning in coordination with County Emergency Management.

SUPERVISORY RESPONSIBILITIES:

This position is the Department Head for the County Information Technology Department, and supervises subordinate employees accordingly.

QUALIFICATION REQUIREMENTS:

Knowledge of –

IT systems technology and application.

Principles and practices of supervision, training, personnel management and planning.

Principles and practices of local government budget preparation and administration.

Design, implementation and effectiveness review of all security details for all network-connected systems.

State and Federal standards and regulations for network security.

Computer hardware and software characteristics, performance, evaluation, and vendors.

Complete understanding of all network routing protocols and related technologies.

Ability to –

Ensure that County IT infrastructure closely follows current industry standards and practices.

Work under the direction of the Board of Commissioners.

Establish and maintain effective working relationships with employees, subcontractors, and vendors.

Communicate clearly and concisely, both orally and in writing.

Analyze problems, identify root causes, alternative solutions and their consequences; develop action plans and implementation strategies.

Organize, administer, and perform IT infrastructure support activities.

Supervise, train and evaluate personnel.

Skill in –

Managing an IT program.

Preparing system designs to satisfy County requirements.

Troubleshooting and problem solving.

EDUCATION AND EXPERIENCE:

Bachelor's degree or equivalent from an accredited college or university with a focus in management of IT systems or a related field.

A minimum of 10 years of experience in the management of an IT organization.

Experience with local government budgeting is desirable.

Any satisfactory equivalent combination of experience and training that demonstrates the required knowledge and abilities may be substituted for specific requirements.

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

EMPLOYMENT CONTRACT
BETWEEN CURRY COUNTY AND PHILIP DICKSON

THIS EMPLOYMENT CONTRACT is made as of this 6th day of September, 2023 (“Effective Date”), by and between Curry County, a Political Subdivision of the State of Oregon, (“County”); and Philip Dickson, an individual (“Employee”).

WHEREAS, the parties agree that the Employee shall be bound, in addition to the terms set forth by this Contract, to the Curry County Personnel Rules and Department Head Manual; and

WHEREAS, the County intends to procure the services of Employee under the terms and conditions set forth herein and understands that the employment of Employee is conditional upon the observance and performance of these terms and conditions; and

WHEREAS, the parties to this Employee Contract wish to enter into a written expression of their relationship as Employer and Employee.

THEREFORE, in consideration of the agreements and covenants set forth in this Employment Contract, the parties, intending to be legally bound, agree as follows:

SECTION ONE
EMPLOYMENT

- 1.1 Employment.** The County agrees to employ Employee, and Employee accepts employment with the County, on and subject to the terms and conditions set forth in this Employee Contract, including a five (5) year contract period.
- 1.2 Subordinate Employees.** The County agrees to make a reasonable effort to advertise and secure a secondary staff member to fill the position of Deputy IT Director, and to make available to the best of its ability funds not exceeding Eighty Five Thousand Dollars (\$85,000.00) for the salary for that position. Additionally, the County will continue to allow Employee to make use of certain staff members for IT support and assistance until recovery from the cyber security attack has been completed. Employee understands that use of County staff for IT support and assistance in addition to their normal duties is dependent on the individual employee’s existing workload and schedule.

SECTION TWO
DUTIES

- 2.1 Position.** The County agrees to employ Employee as IT Director for Curry County, pursuant to the IT Director Job Description (“Job Description”), attached hereto and incorporated herein by reference; such being subject to future amendment. Employee

agrees that they will serve the County faithfully and to the best of their ability during the term of employment, under the direction of the Director of County Operations; or in the absence of that position, the Board of Curry County Commissioners. The County may from time to time modify the nature of Employee's duties as needed, however, Employee's job title shall not be subject to change. In the case of any changes to the job duties, the County will make a good faith effort to coordinate with Employee and obtain mutual agreement, however such mutual written agreement is not a prerequisite for the reasonable amendment of the Job Description.

- 2.2 Time Devoted to Work.** Employee agrees that he will devote all of the necessary business time, attention, and energies, as well as his best talents and abilities to the business of the County in accordance with the Job Description, as well as the County's instructions and directions. Employee is prohibited from engaging in other gainful employment unrelated to his duties subject to this Contract and the Job Description. Employee shall be authorized to perform paid volunteer work for the Information Technology Disaster Recovery Center ("ITDRC"), however, Employee shall make a good faith effort that such paid volunteer work does not exceed two (2) weeks each calendar year.
- 2.3 Employee Status.** The parties agree that Employee is performing the duties set forth by the IT Director Job Description as an employee of the County, and under no circumstances shall be considered an Independent Contractor.

SECTION THREE

COMPENSATION OF EMPLOYEE

- 3.1 Base Compensation.** For all services rendered by Employee under this Contract, the County agrees to pay Employee as set forth by Board of Commissioners Order No. 23297, or as otherwise determined by the Board of Commissioners in connection with the Payroll & Human Resources Department; however, in no case shall be less than One Hundred Forty Nine Thousand Nine Hundred and Sixty Four Dollars (\$149,964.00) annually. Payment of salary and benefits shall be governed by the Curry County Personnel Rules as well as Payroll & Human Resources policies observed by the County. Employee's salary shall increase annually subject to the normal Cost of Living Adjustment ("COLA") and Annual Step Increases applicable to the IT Director position and wage scale, in addition to any promotion approved by the Board of Commissioners.
- 3.2 Annual Expenses.** As soon as reasonably possible subsequent to the execution of this Contract, the County shall make available to employee the following allowances:
- (a) Professional Development Allowance.** As part of the IT Department's annual budget, a minimum of Eighteen Thousand Dollars (\$18,000.00) shall be set aside for the purposes of Employee's professional development, training, and education. Any funds not used at the end of the fiscal year shall roll over; however, in no case shall the annual budgeted amount exceed Fifty Thousand Dollars (\$50,000.00.)

(b) **Clothing Allowance.** The sum of Two Hundred and Fifty Dollars (\$250.00) for the purchase of Curry County IT branded clothing and accessories ("clothing allowance"). The clothing allowance shall also be extended to all employees of the Curry County IT Department.

3.3 **First Year Expenses.** Upon execution of this Contract, the County shall make available One Thousand Four Hundred Dollars (\$1,400.00) for the purposes of purchasing office furniture. Additionally, Curry County Facilities & Maintenance shall be instructed to install wall insulation and a door in the IT Office at the discretion of Employee, notwithstanding that such improvements shall be completed as economically as possible.

SECTION FOUR

VACATION, SCHEDULE AND BENEFITS

4.1 **Vacation Accrual.** Upon execution of this Contract, Employee shall be credited with two weeks (112 hours) of Vacation Leave Time. Future Vacation Leave Time shall accrue pursuant to Article 17 of the Curry County Personnel Rules, however, such accrual rate will be based on an employment start date of 2016.

4.2 **Schedule and Flex.** Employee shall be authorized to observe a flex schedule to the extent that his schedule and the duties or demands of his position allows. Additionally, Employee shall be authorized to attend State, Federal and Regional training as his schedule allows.

4.3 **Benefits.** Employee shall be entitled to participate in and receive benefits from all of the County's applicable employee benefit plans that are now, or in the future may be, maintained by the County for its employees, including, without limitation, the County's health insurance plan. No amounts paid to Employee from an employee benefit plan shall count as compensation due Employee as base salary or additional compensation. Nothing in this Employment Contract shall prohibit the County from modifying or terminating any of its employee benefit plans in a manner that does not discriminate between Employee and other employees of the County.

SECTION FIVE

TERM AND TERMINATION

5.1 **Term.** The County will employ the Employee pursuant to this Employment Contract beginning on the Effective Date, and such employment shall be maintained for a period of five (5) years, or as terminated as set forth in this Section.

5.2 **Extension.** Upon mutual written agreement, the parties may extend this Contract for an additional period of five (5) years. If not extended, this Contract shall automatically terminate in accordance with Section 5.3.1.

5.3 Termination of Employment.

- 5.3.1 Automatic Termination.** Unless extended pursuant to Section 7.1 of this Contract, Employee's employment hereunder shall automatically terminate five (5) years from the date of execution.
- 5.3.2 Termination by Employee.** Upon sixty (60) days prior written notice, Employee may terminate this Contract at-will. Termination in this manner will not entitle Employee to payment beyond the last day of work performed for the County under this Contract.
- 5.3.3 Mutual Termination.** The parties may mutually agree in writing to terminate this Contract. Termination in this manner will not entitle Employee to payment beyond the last day of work performed for the County under this Contract.
- 5.3.4 Termination by County for Cause.** County may terminate this Contract due to Employee's willful malfeasance, nonfeasance, or gross negligence in connection with the performance of his duties, including the violation of any of the provisions of this Contract; or due to any willful misrepresentation or concealment of a material fact made by Employee in connection with his Employment with the County ("material violation(s)"). Termination in this manner will not entitle Employee to payment beyond the last day of work performed for the County under this Contract. Such termination is subject to an option to cure, as follows:
- (a) Upon discovery of a material violation of this Contract, the County shall provide employee with written notice describing the nature of the violation and delineating potential cures to the violation ("Notice").
 - (b) Upon receipt of a Notice under this Section, Employee shall have seven (7) days to provide a written response to the County's Notice. Should the Employee desire to cure the material violation(s), such response must indicate that intention. Employee shall have thirty (30) days to correct the material violation(s).
 - (c) If Employee does not cure the material violation(s) within the thirty (30) days allotted by Section 5.1.3(b), this Contract will be considered to be terminated.
- 5.3.5 Termination by County Without Cause.** County may terminate this Contract without cause upon thirty (30) days written notice to Employee; provided however, that termination in this manner will entitle Employee to payment upon termination of the entire remaining contract pursuant to Section 5.4 of this Contract.
- 5.3.6 Termination for Death or Incapacity.** County may terminate this Contract for death or incapacity upon thirty (30) days written notice to Employee or Employee's estate. Termination in this manner will not entitle Employee to payment beyond the last day of work performed for the County under this Contract.

- 5.4 Payment on Termination.** If Employee is entitled to payment upon termination, such payment shall be calculated based on the monthly salary of Employee at the time of termination, multiplied by the number of months remaining in the term of the Contract. No adjustments shall be made to compensate Employee for Fringe Benefits, any Allowances provided under this Contract, Step Increases, Cost of Living Adjustments, or any other benefits.

SECTION SIX

CONFIDENTIAL INFORMATION

- 6.1 Disclosures While Employed by the County.** Employee acknowledges that, in performing duties on behalf of the County prior to this Employment Contract, and in performing the duties required by the County, by and through this Contract, the Job Description, and otherwise, Employee has made use of, acquired, and added to; and will be making use of, acquiring and adding to the confidential and proprietary information of the County, which is (a) of a special nature and value, (b) is not public information or subject to a Freedom of Information Act ("FOIA") or Public Records Request pursuant to ORS Chapter 192, (c) is known only by the County and its agents, independent contractors, and representatives to whom such data and information must be confided in order to apply it to the uses intended, and (d) relates to matters such as, but not limited to, the County's method of operation, cyber security structure, software, equipment, internal confidential information, criminal and civil case information, and contact information. Employee acknowledges that the Confidential Information has been and will continue to be of central importance to the business of the County. In consideration of Employee's employment hereunder, Employee agrees that, at all times during the term of this Employment Contract, Employee shall not, directly or indirectly, use, divulge, or disclose to any person or entity other than those persons or entities employed or engaged by the County who or which are authorized to receive any Confidential Information, and Employee shall hold all of the Confidential Information confidential and unaltered and will not use such Confidential Information against the best interests of the County or its citizens. Particularly, these provisions do not apply to disclosures made to any partners, contracted service providers, or technical assistance partners engaged by the IT Director, or assistance otherwise approved by the IT Director.
- 6.2 Disclosures After Employment Terminates; Return of Records.** Employee acknowledges and agrees that all supplier, employee and contractor files, contracts, agreements, financial books, records, instruments, documents, product keys, memoranda, data, reports, sales documentation, purchase orders and invoices, software, telephone and address books, and any other instruments, records or documents relating or pertaining to the role of IT Director or the Curry County IT Department shall at all times be and remain the exclusive property of the County, as applicable. Upon termination of employment hereunder for any reason whatsoever, Employee shall promptly return to the County all

records, and shall neither make nor retain, nor allow any third party to make or retain, any photo, electronic or other copy or other reproduction of any Records after such termination.

SECTION SEVEN

MISCELLANEOUS PROVISIONS

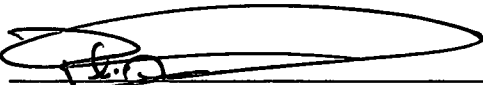
- 7.1 Remedies.** It is specifically understood and agreed that any breach of the provisions of this Employment Contract is likely to result in irreparable injury to the County; that the remedy at law alone will be an inadequate remedy for such breach, and in addition to any other remedy it may have for such breach, the County shall be entitled to seek both temporary and permanent injunctive relief to the extent permitted by law without the necessity of proving actual damages. Notwithstanding any other provision of this Employment Contract to the contrary, any and all obligations of the County to pay any compensation to Employee for any reason shall cease and terminate upon the proven breach by Employee, as determined by an arbitrator or by a court of competent jurisdiction as the case may be, of any of the obligations of Employee under this Employment Contract.
- 7.2 Waivers.** The waiver by either party of a breach of any provision of this Employment Contract shall not operate or be construed as a waiver of any subsequent breach.
- 7.3 Amendment of Agreement.** No change or modification of this Employment Contract shall be valid unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. No change or modification by the County shall be effective unless it is approved by the Director of County Operations, or in the absence of that position, the Board of Curry County Commissioners.
- 7.4 Severability.** If any provision of this Employment Contract is invalidated or held unenforceable, the invalidity or unenforceability of that provision or provisions shall not affect the validity or enforceability of any other provision of this Employment Contract.
- 7.5 Assignment.** Other than as otherwise provided for in this Employment Contract, so long as Employee is an employee of the County pursuant to this Employment Agreement, the County shall not assign this Contract without Employee's prior written consent, which consent shall not be unreasonably withheld. Employee may not assign this Contract.
- 7.6 Governing Law and Venue.** This Contract shall be deemed to have been entered into by all parties within the State of Oregon and all questions regarding the validity and interpretation of this Employment Contract shall be governed by and construed and enforced in all respects in accordance with the laws of the State of Oregon as applied to contracts made and to be performed entirely within the State of Oregon without regard to choice of law provisions.
- 7.7 Arbitration of Disputes.** If a dispute arises out of or relates to this Employment Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the

parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Employment Mediation Rules before resorting to arbitration, litigation or some other dispute resolution procedure.

- 7.8 Acknowledgement.** Employee acknowledges that he has had the benefit of independent professional counsel with respect to this Contract and that the Employee is not relying upon the County, the County's attorneys or any person on behalf of or retained by the County for any advice or counsel with respect to this Contract.

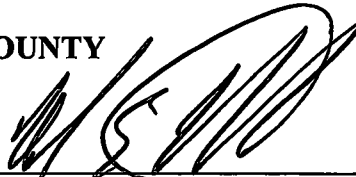
IN WITNESS WHEREOF, each of the parties has executed this Employment Contract by its duly authorized representative effective as of the Contract Effective Date.

EMPLOYEE



PHILIP W. DICKSON

COUNTY



MICHAEL E. "TED" FITZGERALD
DIRECTOR OF COUNTY OPERATIONS