

AGENDA

Thursday, April 18, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-44

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Proclaiming April 14-20th, 2019 as National Public Safety Telecommunicators Week in Clackamas County (Cheryl Bledsoe, C-COM)
2. National County Government Month – Connecting the Unconnected (Scott Anderson, Public & Government Affairs)

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. ____ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Estacada of Portion of Darrow Road, County Road No. 799 (Mike Bayes, Department of Transportation & Development)

IV. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of Amendment No. 4 to the Intergovernmental Subrecipient Agreement with Canby Adult Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of Amendment No. 4 to the Intergovernmental Subrecipient Agreement with the Foothills community Church/Molalla Adult Community Center to Provide social Services for Clackamas County Residents – *Social Services*

3. Approval of Amendment No. 3 to the Intergovernmental Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County *Residents – Social Services*
4. Approval of Amendment No. 1 to the Agency Services Agreement with Hillside Christian Fellowship for Warming Center Services – – *Social Services*
5. Approval of Amendment No. 4 to the Intergovernmental Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to Provide Socials Services for Clackamas County Residents – *Social Services*

B. Department of Transportation & Development

1. Approval to Apply for a Metro 2040 Planning and Development Grant

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Department of Human Resources

1. Approval of the Labor Contract between Clackamas County and the AFSCME Water Environment Services (AFSCME-WES)

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



Cheryl Bledsoe, Director
Department of Communications

Communications and Emergency Operations Center
2200 Kaen Road, Oregon City, OR 97045

STAFF REPORT

April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Proclamation of April 14 - 20, 2019, as
National Public Safety Telecommunicator Week in Clackamas County

Purpose/Outcomes	Recognize the important work that 9-1-1 call-takers, dispatchers, technicians, trainers, supervisors and administrators do to provide 9-1-1 services to the residents of Clackamas County.
Fiscal Impact	No fiscal impact
Contact Person	Cheryl Bledsoe (503) 723-4875

BACKGROUND:

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all types of emergency services is 9-1-1. The local and county emergency communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

Clackamas 911 Communications, known as C-COM, is celebrating the second full week of April (April 14-20, 2019) as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually since 1981, honors the thousands of men and women who respond to emergency calls, dispatch public safety responders, and render life-saving assistance to the residents of Clackamas County.

This past year, C-COM answered just over 260,000 9-1-1 calls and non-emergency calls for residents in our jurisdiction. Approximately 78% of phone calls received came from a cell phone while only 22% arrived via landline phone. In addition, we answered 264 reported incidents over our "text-to-911" service.

We have presently have 21 fully-trained dispatchers, 13 call-takers and dispatchers in training, 4 supervisors, 1 training coordinator, 4 technicians and 3.5 administrative staff who staff and support Clackamas County 9-1-1.

RECOMMENDATION:

C-COM Staff recommends approval of the attached proclamation to honor and celebrate the important work that public safety telecommunicators do every day to support public safety responders and save the lives of residents in our area.

Sincerely,

Cheryl Bledsoe,
C-COM Director

Proclaiming April 14-20th, 2019 as National Public Safety Telecommunicators Week in Clackamas County

WHEREAS emergencies can occur at any time that require police, fire or emergency medical services within Clackamas County; and,

WHEREAS when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from residents who call Clackamas County 9-1-1 Communications; and,

WHEREAS Public Safety Telecommunicators are the first and most critical contact our residents have with emergency services; and,

WHEREAS Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS Public Safety Telecommunicators of Clackamas County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS each employee has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that the Clackamas County Board of Commissioners declares April 14-20, 2019, to be National Public Safety Telecommunicators Week in Clackamas County, in honor of the employees whose diligence and professionalism keep our county and residents safe.

We encourage all residents to join us in celebrating the commitment and courage that 9-1-1 call-takers and dispatchers exhibit daily in their service to the residents of Clackamas County.

Dated this 18th day of April, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard
Chair

Sonya Fischer
Commissioner

Ken Humberston
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner



Tim Heider,
Interim Director
Public & Government Affairs

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Presentation: National County Government Month
“Connecting the Unconnected.”**

Purpose/Outcome	Share with Commissioners the county’s participation in National County Government month and how we are publicizing some of the efforts of the county to connect the unconnected.
Fiscal Impact	None
Funding Source	N/A
Duration	The month of April is National County Government Month
Previous Action	None
Strategic Plan Alliance	1. Build public trust through good government 2. Ensure safe, healthy and secure communities
Counsel Review	N/A
Contact Person	Scott Anderson, Community Relations Specialist, PGA 503-655-8752

BACKGROUND

National County Government Month held each April, is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. This year’s theme is “Connecting the Unconnected.”

All month, Public and Government Affairs (PGA) has been relaying via social media some of the ways the county is *Connecting the Unconnected* and breaking poverty cycles.

Some of the highlights recently shared or are scheduled include:

- Last year county Health Centers served 17,237 individuals. All are served, regardless of ability to pay.
- More than \$3.9 million in energy assistance was distributed to more than 5,000 households, benefitting 12,253 county residents.
- The Veterans Service Office worked intensively with 1,776 veterans and filed 729 initial claims. Staff assisted denied claimants with 85 appeals and re-open requests and helped 63 veterans apply for VA health care. In total, staff efforts generated new monetary benefits of more than \$11,000,000

- The Volunteer Connection Program assists seniors, people with disabilities and residents lacking resources and in need. Last year Transportation Reaching People drivers logged more than 284,000 miles and provided more than 11,500 medical-related trips, and the Senior Companions Program gave 22,000+ hours of service while supporting over 100 individuals!
- The Small Grants Program assists local organizations whose purpose is to help the most vulnerable residents. Specifically, this annual program, which distributes \$300,000 annually, helps people meet basic needs.

RECOMMENDATION

Staff recommends the Board receive this presentation and short video on the county's participation in National County Government Month and how the county is communicating some of the efforts of the county to connect the unconnected.

Respectfully submitted,

Amy Kyle, Strategic Communications Manager
Public and Government Affairs



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 18, 2019

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from
Clackamas County to the City of Estacada of a Portion of
Darrow Road (County Road #799)**

Purpose/Outcomes	Jurisdictional transfer of a portion of Darrow Road to the City of Estacada.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Estacada. Initial cost of transfer is \$17,600.00, which represents the cost of a 2" asphalt overlay of that portion being transferred.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	March 28, 2019: Board approval of an IGA with the City of Estacada relating to a transfer of a portion of Darrow Road
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Counsel Review	04/09/2019- County Counsel has reviewed and approved the board order.
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

There are certain County roads, such as Darrow Road in Estacada, that are wholly, mostly, or partially within various cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Estacada have agreed to the transfer of a portion of Darrow Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of maintenance and public service. The portion of Darrow road is to be transferred is located entirely within Estacada city limits.

The County and the City of Estacada have an agreement to provide funds to the City of Estacada in the amount of \$17,600.00, which is equal to the cost of a 2" asphalt overlay, in exchange for the City assuming exclusive jurisdiction over the portion of Darrow Road containing approximately 21,600 square feet of Right-of-Way. By accepting jurisdiction over a portion of Darrow Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

The City has formally requested that the County fully transfer jurisdiction of Darrow Road over to the City pursuant to ORS 373.270(6), (see attached Resolution 2019-002). Pursuant to ORS 373.270(6), the County may finalize the transfer by adopting the proposed order which is attached to this report.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order surrendering jurisdiction of a portion Darrow Road and the payment to the City in an amount equivalent to a 2" asphalt overlay of that portion being transferred.

Respectfully submitted,

Michael Bays -Survey/CADD Supervisor

Attachments:

Board Order

Exhibit

City of Estacada Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Estacada, jurisdiction over a portion of Darrow Rd County Road No. 799, DTD No. 34071



Board Order No. _____
Page 1 of 1

This matter coming before the Board of County Commissioners as a result of a request from the City of Estacada, by Resolution Number 2019-002, dated February 11, 2019 and the preceding negotiation between the City of Estacada and Clackamas County Department of Transportation and Development to transfer portions of the following road, more particularly depicted in Exhibit "A" attached to this Order:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Darrow Road	799	34071	MP 0.5	MP 0.15	21,600; and,

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Estcada News on 03/24,3/31,4/7,4/14; now therefore,

IT IS HEREBY ORDERED that jurisdiction of a portion of Darrow Road shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Estacada as of the date of this Order; and,

IT IS FURTHER ORDERED that 21,600 square feet, more or less, be removed from the County's Road Inventory; and,

IT IS FURTHER ORDERED that copies of this Order be submitted to the Clackamas County Clerk's office for recording and that copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

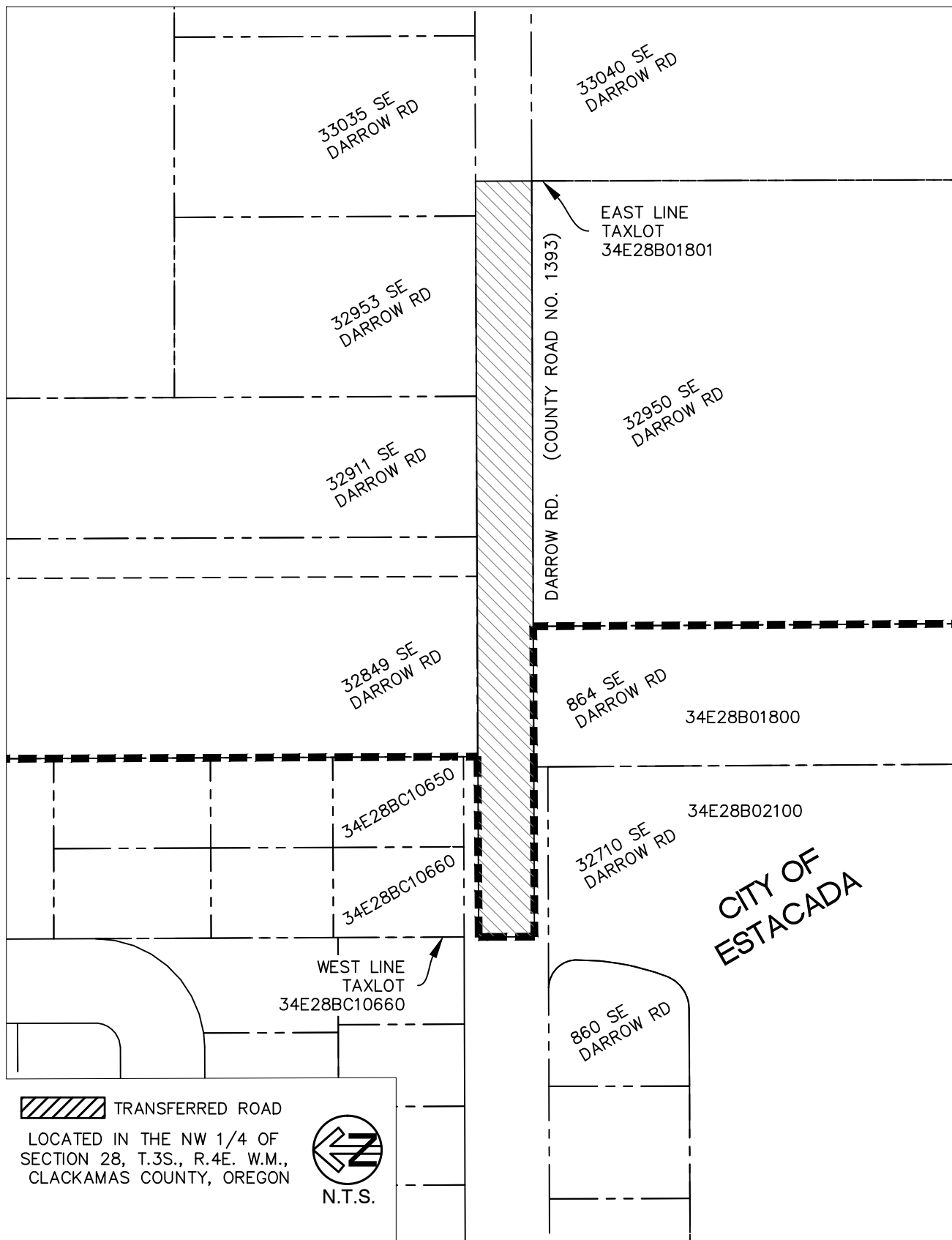
ADOPTED this _____ day of _____, 2019.


BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT "A"



 TRANSFERRED ROAD
 LOCATED IN THE NW 1/4 OF
 SECTION 28, T.3S., R.4E. W.M.,
 CLACKAMAS COUNTY, OREGON



**CITY OF
 ESTACADA**

RESOLUTION 2019 - 002

A RESOLUTION REQUESTING CLACKAMAS COUNTY SURRENDER JURISDICTION OVER A CERTAIN PORTION OF COUNTY ROAD AS DESCRIBED HEREIN.

WHEREAS, Oregon Revised Statutes, Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform; and

WHEREAS, Oregon Revised Statutes, Section 373.270 states that jurisdiction over a county road within a city may be transferred whenever the county governing body deems it necessary, expedient or for the best interest of the county to surrender jurisdiction over any county road or portion thereof within the corporate limits of any city; and the governing body of the city deems it necessary or expedient and for the best interests of the city to acquire jurisdiction over the county road or part thereof to the same extent as it has over other public streets and alleys of the city; and


WHEREAS, the Estacada Planning Commission and City Council have approved in application #2018-03-S the annexation of, and developments that include improvements in the right-of-way along, the roughly 540-foot-long portion of SE Darrow Road shown in Exhibit A; and

WHEREAS, the City wishes to accept exclusive jurisdiction over said portion of SE Darrow Road, the terms of which are addressed in a separate intergovernmental agreement between the parties; and

WHEREAS, this transfer would give the City jurisdictional control of the portion of SE Darrow Road, allowing the developers to work directly with the City on design standards for their street improvements and right-of-way dedications; and

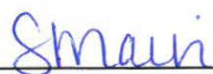
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Estacada, Oregon, that by virtue of the foregoing and pursuant to ORS 373.270, the Estacada City Council hereby requests that Clackamas County undertake the procedure for transferring jurisdiction to the City of Estacada over portions of SE Darrow Road as shown on Exhibit A.

Passed and effective this 11th day of February, 2019.



Sean Drinkwine, Mayor

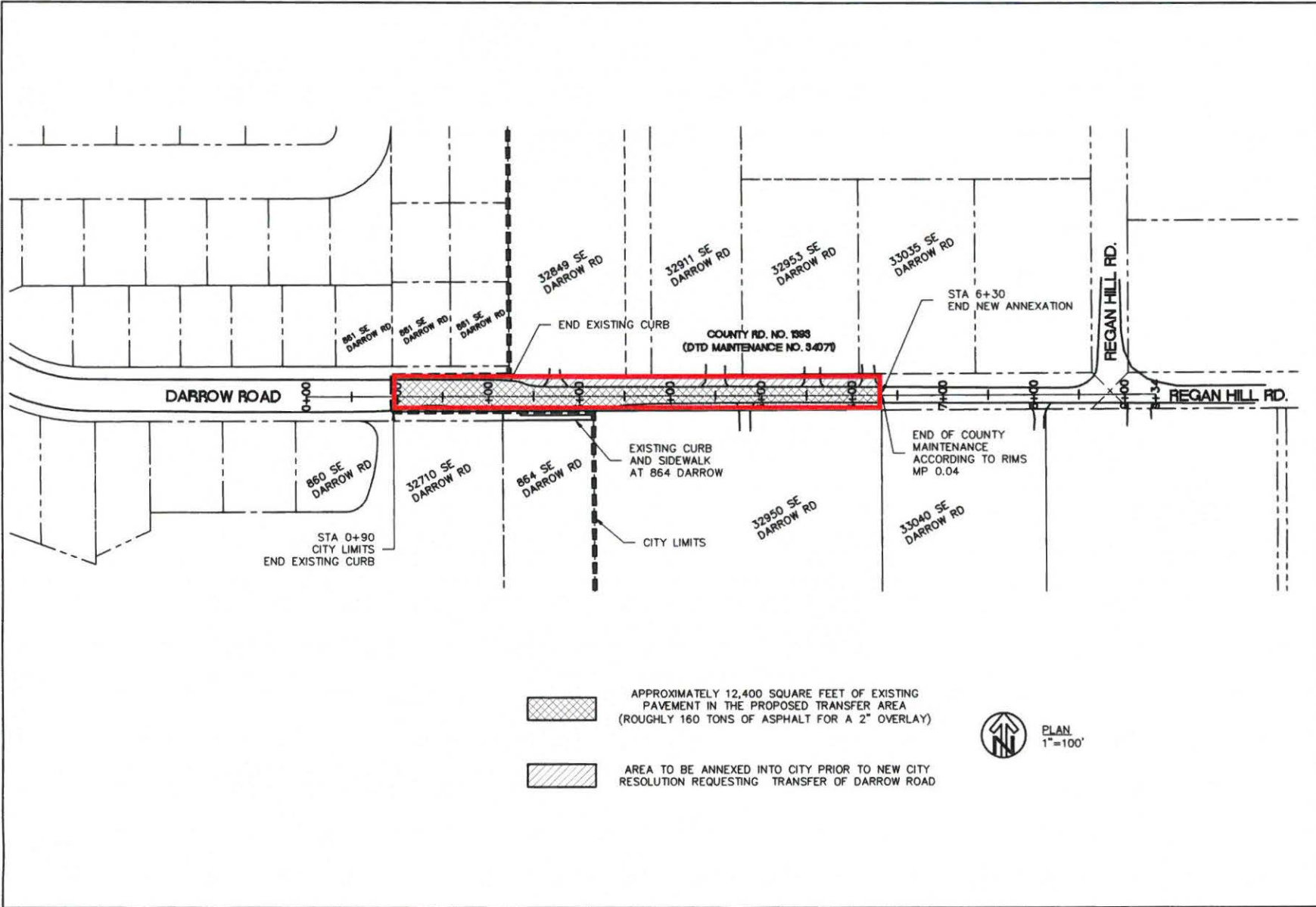
ATTEST:



Sadie Main, City Recorder

EXHIBIT A

K:\JURIDITIONAL TRANSFERS\ESTACADA TRANSFERS\DARROW\TRANSFER DARROW WORKING DRAWING.DWG 4/18/2012 2:26 PM



- APPROXIMATELY 12,400 SQUARE FEET OF EXISTING PAVEMENT IN THE PROPOSED TRANSFER AREA (ROUGHLY 160 TONS OF ASPHALT FOR A 2" OVERLAY)
- AREA TO BE ANNEXED INTO CITY PRIOR TO NEW CITY RESOLUTION REQUESTING TRANSFER OF DARROW ROAD

CLACKAMAS COUNTY DIVISION OF PLANNING AND DEVELOPMENT 130 BEAVERCREEK ROAD OREGON CITY, OR 97043		CLACKAMAS COUNTY DIRECTOR DAN JOHNSON
DESIGNED BY: STAFF	DRAFTED BY: RN	CHECKED BY: STAFF
PLAN 1"=100'		
REVISIONS		
NO. DATE:		
Sheet No. 1		

PLAN
DARROW ROAD
WORKING MAP

DATE: 10/29/2010 PROJECT NO.:

April 18, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #4
 with the Canby Adult Center to Provide Social Services for Clackamas
County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the city of Canby.
Dollar Amount and Fiscal Impact	The new maximum agreement is \$240,915. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Oregon Project Independence (OPI) funds, State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A15, 052418-A7, 030719-A2
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8349; Subrecipient #18-003-004

BACKGROUND:

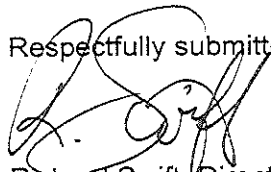
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-003, Amendment #4 with the Canby Adult Center. It is a budget adjustment that increases the OPI Home Delivered Meals funding to align with the number of OPI clients being served by the center.

This amendment increases the agreement amount by \$24,804; for an amended agreement maximum of \$240,915 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8349 Subrecipient #: 18-003 Board Agenda #: 071317-A15, 052418-A7,
030719-A2

Division: Social Services Amendment Number: 4

Contractor: Canby Adult Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment increases the allocation for Oregon Project Independence (OPI) home delivered meals. This results in a net increase to the contract budget of \$24,804.

This Amendment #4, when signed by the The Friends of the Canby Adult Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the Contractor and County desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
 1. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$216,111**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$161,480** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal

The Friends of the Canby Adult Center
Subrecipient Grant Agreement #18-003, Amendment 3

Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$33,690** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$9,600** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, the OPI HDM funding of **\$3,816** are from State of Oregon, Oregon Project Independence (OPI) and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$240,915**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$161,480** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$33,690** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$9,600** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, **\$28,620**, is from State of Oregon, Oregon Project Independence (OPI) for OPI Home Delivered Meals and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

III. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

Amend

CANBY ADULT CENTER
 Fiscal Year 2018-19

	OAA III B	OAA III C1	OAA III C2	OAA III D	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds					STF	5310 Funds							
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.043		93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
Case Management	\$2,035				\$226										107.25 hrs	\$2,261	\$23.12/hr
Reassurance	\$1,022				\$114										49	\$1,136	\$20.86
Info. & Assistance	\$9,010				\$1,002										663	\$10,012	\$13.58
Public Outreach	\$150				\$17										7	\$167	\$21.43
Transportation - OAA	\$0				\$0									\$842	1,684	\$842	\$0.00
PHYSICAL ACTIVITY/FALLS PREVENTION				\$6,000	\$0		\$9,600								208 Classes	\$15,600	\$75.00
National Diabetes Prevention Program								\$2,100						\$0	28 Classes	\$2,100	\$75.00
Trans - Ride Con. Out of Dist					\$0					\$31,660				\$1,809	3,618	\$33,469	\$8.75
Non Medical T19 Transportation					\$0						617	1,413			145	\$2,030	\$14.00
Ride Connection Vehicle Maintenance					\$1,200					\$4,800.00					N/A	\$6,000	N/A
OAA Meal Site Management		\$23,410	\$40,465		\$7,103										36,500	\$70,978	\$1.75
Food Service - OAA & NSIP		\$20,601	\$35,609		\$6,251	\$23,178								\$35,040	36,500	\$120,678	\$2.18
OPI HDM							\$3,816								400	\$3,816	\$9.54
LIEAP Intakes					\$0								\$625		96	\$625	\$25.00
TOTALS	\$12,217	\$44,011	\$76,074	\$6,000	\$15,912	\$23,178	\$13,416	\$2,100	\$31,660	\$4,800	\$617	\$1,413	\$625	\$37,691		\$269,714	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

Contracted Amount: \$216,111

Federal Award Totals 166,280

To Read

CANBY ADULT CENTER
Fiscal Year 2018-19

The Friends of the Canby Adult Center
Subrecipient Grant Agreement #18-003, Amendment 3

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rate
									STF	5310 Funds							
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.043		93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
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Public Outreach	\$150				\$17										7	\$167	\$21.43
Transportation - OAA	\$0				\$0									\$842	1,684	\$842	\$0.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$6,000	\$0		\$9,600								208 Classes	\$15,600	\$75.00
National Diabetes Prevention Program								\$2,100						\$0	28 Classes	\$2,100	\$75.00
Trans - Ride Con. Out of Dist					\$0				\$31,660					\$1,809	3,618	\$33,469	\$8.75
Non Medical T19 Transportation					\$0						617	1,413			145	\$2,030	\$14.00
Ride Connection Vehicle Maintenance					\$1,200					\$4,800.00					N/A	\$6,000	N/A
OAA Meal Site Management		\$23,410	\$40,465		\$7,103										36,500	\$70,978	\$1.75
Food Service - OAA & NSIP		\$20,601	\$35,609		\$6,251	\$23,178								\$35,040	36,500	\$120,678	\$2.18
OPI HDM							\$28,620								3,000	\$28,620	\$9.54
LIEAP Intakes					\$0								\$625		96	\$625	\$25.00
TOTALS	\$12,217	\$44,011	\$76,074	\$6,000	\$15,912	\$23,178	\$38,220	\$2,100	\$31,660	\$4,800	\$617	\$1,413	\$625	\$37,691		\$294,518	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

Contracted Amount: \$240,915

Federal Award Totals 166,280

The Friends of the Canby Adult Center
Subrecipient Grant Agreement #18-003, Amendment 3

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<p>Friends of the Canby Adult Center</p> <p>By: <u><i>Kathy Robinson</i></u> Kathy Robinson, Center Director</p> <p><u>April 3 2019</u> Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p>_____ Richard Swift, Director Health, Housing & Human Services Dept</p> <p>_____ Date</p>
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COPY

April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #4
with the Foothills Community Church/Molalla Adult Community Center to
Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla area.
Dollar Amount and Fiscal Impact	The new maximum agreement FY18/19 is \$167,907. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	Older American Act (OAA), Special Project Allocation (SPA), State Special Program Allocation funds, State Special Transportation Formula (STF) funds, Oregon Project Independence (OPI) funds, and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A2, 052418-A9
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8348; Subrecipient #18-007-004

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-012, Amendment #4 with the Foothills Community Church/Molalla Adult Community Center. It is a budget adjustment that redistributes the nutrition program funding, adjusts funding for Ride Connection transportation services and adds Oregon Project Independence (OPI) Home Delivered Meals funding for qualified OPI clients.

This amendment increases the agreement amount by \$28,856; for an amended agreement maximum of \$167,907 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8348 Subrecipient #: 18-007 Board Agenda #: 071317-A2, 052418-A9

Division: Social Services Amendment Number: 4

Contractor: Foothills Community Church, Molalla Adult Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY18-19. This results in an increase to the contract budget of \$28,856.

This Amendment #4, when signed by the Foothills Community Church, Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the Contractor and County desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$139,051**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$38,974** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$3,500** from Federal Transportation

Foothills Comm. Church/Molalla Adult Comm. Ctr.
 Subrecipient Grant Agreement #18-007, Amendment 3

Amend

Foothills Community Church
 Molalla Adult Community Center Services
 Fiscal Year 2018-19

	OAA III B	OAA III C1	OAA III C2	OAA III D	OAA	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.I. (If applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Match	Funds		STF Funds	5310	STF Funds	Funds	Funds					
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	N/A	16AAORNSIP		STF Funds	OR-65-012	N/A	N/A	N/A					
CFDA Number	93.044	93.045	93.045	93.043		93.053	State funds	N/A	20.513	N/A							
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	
Case Management	7,749				862									103.37 Hrs	\$8,611	\$26.18	
Reassurance	4,899				545									157	\$5,444	\$31.23	
Information & Assistance	1,085				121									81	\$1,206	\$13.44	
PublicOutreach	300				33									6	\$333	\$50.00	
Transportation - OAA III-B	0				0								0	0	\$0	\$5.00	
OAA - Meal Site Mgmt		5,997	4,229		1,137								17,280	18,000	\$28,643	\$1.29	
Food Service - Frozen HDMS			11,000		1,223	3,905								5,500	16,128	\$0.71	
APD Medicaid HDMS			(4,496)		(500)	(1,694)					20,511		(2,064)	2,150	\$11,757	\$7.79	
Physical Activity/Falls Prevention Programs				6,000	0		9,600							208	Classes	\$15,600	\$75.00
Non Medical Medicaid Rides										1,489	3,411			350	\$4,900	\$14.00	
Transport - Ride Con Out of Dist.								22,213					1,269	2,539	\$23,482	\$8.75	
Vehicle Maintenance - Ride Conn.					\$513.50				\$3,500								
Special Tran. Formula-TAXI and or Van								39,791						1,532	\$39,791	N/A	
LIHEAP Intakes												1,625		65	\$1,625.00	\$25.00	
TOTALS	\$14,033	\$5,997	\$10,733	\$6,000	\$3,934	\$2,211	\$9,600	\$62,004	\$3,500	\$1,489	\$23,922	1625	\$16,485		\$157,521		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$139,051

Federal Award Totals \$42,474

April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #3
with the City of Gladstone/Gladstone Senior Center to
Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the City of Gladstone.
Dollar Amount and Fiscal Impact	The new maximum agreement FY18/19 is \$50,467. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Oregon Project Independence (OPI) funds, State Special Program Allocation funds, and Ride Connection pass-through TriMet General Fund funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A3, 052418-A10
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8360; Subrecipient #18-012-003

BACKGROUND:

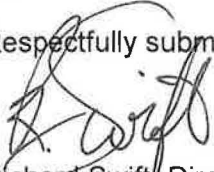
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-012, Amendment #3 with the City of Gladstone/Gladstone Senior Center. It is a budget adjustment that redistributes the nutrition program funding and adds Oregon Project Independence (OPI) Home Delivered Meals funding for qualified OPI clients.

This amendment increases the agreement amount by \$6,790; for an amended agreement maximum of \$50,467 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint, illegible stamp or background.

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8360 Subrecipient #: 18-012 Board Agenda #: 071317-A3, 052418-A10

Division: Social Services

Amendment Number: 3

Contractor: City of Gladstone - Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA and transportation funding and units of service for FY18-19. This includes a rebalance of the Medicaid HDM services. This results in a net increase to the contract budget of \$6,790.

This Amendment #3, when signed by the City of Gladstone - Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the Contractor and County desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$43,677**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$16,937** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,000** from Federal Transportation

City of Gladstone - Senior Center
Subrecipient Grant Agreement #18-012, Amendment 3

Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

Other Funds. The COUNTY's funding of **\$15,048** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$750** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and **\$9,867** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$50,467**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$22,443** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** The COUNTY's funding of **\$15,048** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$750** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

City of Gladstone - Senior Center
 Subrecipient Grant Agreement #18-012, Amendment 3

Amend

CITY OF GLADSTONE - SENIOR CENTER
 Fiscal Year 2018-19

	OAA III B	OAA III C1	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAIRT3PH	N/A	16AAORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	2,661				296								179 hrs	2,957	\$34.33
Reassurance	2,911				324								77	3,235	\$37.72
Information & Assist.	3,322				369								190	3,691	\$17.44
Transportation - OAA	4,288				477							1,175	1,567	5,940	\$2.74
Community Outreach	500				56								10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)				825	0		825						22 Classes	1,650	\$75.26
Trans - Ride Con In Dist					0					11,548		1,117	1,489	12,665	\$7.76
Ride Conn. - Vehicle Maint.					256.75						1,000	0	N/A	1,257	N/A
Medicaid Transp. non-medical					0			1,063	2,437				250	3,500	\$14.00
OAA Meal Site Mgmt		1,640	4,101		638							9,720	10,125	16,099	\$1.12
Medicaid Meals			(2,405)		(267)	(906)		10,971				(1,104)	1,150	6,289	\$5.70
TOTALS	\$13,682	\$1,640	\$1,696	\$825	\$2,149	(\$906)	\$825	\$12,034	\$2,437	\$11,548	\$1,000	\$10,908		\$57,839	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 43,677

Federal Award Total \$ 17,937

City of Gladstone - Senior Center
 Subrecipient Grant Agreement #18-012, Amendment 3

To Read:

CITY OF GLADSTONE - SENIOR CENTER
 Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	16AAORT3SS	16AAORT3CM	16AAORT3HD	18AAIRT3PH	N/A	16AAORNSIP		N/A	N/A	TriMet Funds	5310 Funds				
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	18AAIRT3PH	N/A	16AAORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	2,661				296								179 hrs	2,957	\$34.33
Reassurance	2,911				324								77	3,235	\$37.72
Information & Assist.	3,322				369								190	3,691	\$17.44
Transportation - OAA	4,288				477							1,175	1,567	5,940	\$2.74
Community Outreach	500				56								10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)				750	0		750						20 Classes	1,500	\$75.26
Trans - Ride Con In Dist					0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.					172						1,500	0	N/A	1,672	N/A
Medicaid Transp. non-medical					0			1,063	2,437				250	3,500	\$14.00
OAA Meal Site Mgmt		2,210	4,900		791							8,640	9,000	16,541	\$1.75
Food Service - Frozen HDMS			4,500			0						0	1,800	4,500	\$2.50
Medicaid Meals			(2,614)		(291)	(985)		11,925				(1,200)	1,250	6,836	\$5.70
TOTALS	\$13,682	\$2,210	\$6,786	\$750	\$2,193	(\$985)	\$750	\$12,988	\$2,437	\$11,548	\$1,500	\$9,665		\$63,525	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

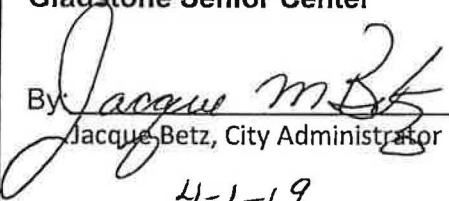

CONTRACT AMOUNT: \$ 50,467

Federal Award Total \$ 23,943

City of Gladstone - Senior Center
Subrecipient Grant Agreement #18-012, Amendment 3

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<p>City of Gladstone Gladstone Senior Center</p> <p>By: <u></u> Jacquie Betz, City Administrator</p> <p>4-1-19</p> <p>_____ Date</p> <p>Approved as to Content:</p> <p><u></u> Colin Black, Center Manager</p> <p>3/29/2019</p> <p>_____ Date</p>	<p>CLACKAMAS COUNTY Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p>_____ Richard Swift, Director Health, Housing & Human Services Dept</p> <p>_____ Date</p>
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April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 1 to an Agency Services Agreement with
Hillside Christian Fellowship for Warming Center Services

Purpose/Outcomes	Amendment #1 adds additional staffing and close-down costs.
Dollar Amount and Fiscal Impact	Amendment # 1 adds \$25,792 for a new contract total of \$199,372.
Funding Source	State of Oregon, Oregon Housing and Community Services (OHCS), State Homeless Assistance Program (SHAP), Emergency Housing Assistance (EHA), and County Affordable Housing and Services Funds.
Duration	Amendment #1 covers February 19, 2019 to June 30, 2019
Previous Board Action	The original agreement was approved by the Board on January 17, 2019, item #0117919-A3.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The original agreement template was approved by Kathleen Rastetter on October 18, 2018.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9065

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment # 1 to an Agency Services Agreement with Hillside Christian Fellowship that will provide additional staffing and close-down costs.

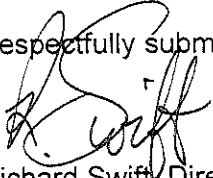
The amendment does not affect the start date of the original agreement, but does extend the end date of the original agreement to June 30, 2019. The amendment adds \$25,792 for a new agreement total of \$199,372 and there are no match requirements. SHAP and EHA funding are available as well as County Affordable Housing and Services Funds approved by the Board on February 19, 2019 to be used for warming centers that were allocated based on warming center site capacities.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends the approval of Amendment #1, and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint circular stamp.

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9065 Board Agenda Number _____
and Date April 18, 2019

Division Social Services Amendment No. 1

Contractor Hillside Christian Fellowship

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

Amendment #1 adds funds for additional staffing and close-down costs. It does not affect the start of the original agreement, but does extend the end date of the original agreement to 6-30-2019. The amendment also specifies eligible time periods for staffing and close-down costs. Maximum compensation is increased by \$25,792 for a maximum contract value of \$199,372.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: Section I. SCOPE OF SERVICES, Paragraph B:

- B. Services required under the terms of this agreement shall commence December 2, 2018 of this agreement and shall terminate April 15, 2019.

TO READ:

- B. Services required under the terms of this agreement shall commence December 2, 2018 of this agreement and shall terminate **June 30, 2019**.

AMEND: Section II. COMPENSATION AND RECORDS, Paragraph 1. Compensation:

1. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in **Exhibit A** and completing the requirements of **Exhibit B: Reporting Requirements** attached hereto.

Total maximum compensation under this contract shall not exceed **\$173,580** as follows:

- a. Start-up/operating support not to exceed **\$22,800**.
- b. Bednights are paid at **\$26.00** per occupied bed on each night the warming centers are opened under conditions as described and as authorized by COUNTY in **Exhibit A**.

Hillside Christian Fellowship

Agency Service Contract # 9065– Amendment # 1

Page 2 of 5

Total for bednights not to exceed **\$133,380**.

- c. HMIS software licensing and fees will be paid to AGENCY upon submittal of invoices AGENCY paid to Clackamas County Community Development Division for actual HMIS costs. Estimated reimbursement will be up to **\$2,000** to AGENCY to cover 3 users and 3 licenses, based on actual expenses charged by Community Development.
- d. Payroll for volunteer coordinator not to exceed **\$15,400** (including taxes and fringe benefits).

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

TO READ:

1. **Compensation.** COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in **Exhibit A** and completing the requirements of **Exhibit B: Reporting Requirements** attached hereto.

Total maximum compensation under this contract shall not exceed **\$199,372** as follows:

- a. Start-up/operating support not to exceed **\$22,800**.
- b. Bednights are paid at **\$26.00** per occupied bed on each night the warming centers are opened under conditions as described and as authorized by COUNTY in **Exhibit A**.

Total for bednights not to exceed **\$133,380** *and is for the time period of December 2, 2018 to April 15, 2019.*

- c. HMIS software licensing and fees will be paid to AGENCY upon submittal of invoices AGENCY paid to Clackamas County Community Development Division for actual HMIS costs. Estimated reimbursement will be up to **\$2,000** to AGENCY to cover 3 users and 3 licenses, based on actual expenses charged by Community Development.
- d. Payroll for volunteer coordinator not to exceed **\$15,400** (including taxes and fringe benefits).
- e. ***Additional staffing and close-down costs will be allowed as specified in Exhibit C and are by cost-reimbursement, based on actual eligible expenditures, not to exceed \$25,792.***

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

AMEND: EXHIBIT C, BUDGET:

1. Total maximum compensation under this contract shall not exceed **\$173,580** as follows:
 - a. Start-up/operating support not to exceed **\$22,800**.

- b. Bednights are paid at \$26.00 per occupied bed on each night the warming centers are opened under conditions as described and as authorized by COUNTY in Exhibit A.

Total for bednights not to exceed **\$133,380 and is for the time period of December 2, 2018 to April 15, 2019.**

- c. HMIS software licensing and fees will be paid to AGENCY upon submittal of invoices AGENCY paid to Clackamas County Community Development Division for actual HMIS costs. Estimated reimbursement will be up to **\$2,000** to AGENCY to cover 3 users and 3 licenses, based on actual expenses charged by Community Development.
- d. Payroll for volunteer coordinator not to exceed **\$15,400** (including taxes and fringe benefits).

2. Method of Payment. To receive payment, the AGENCY shall submit invoices as follows:

Upon contract execution, AGENCY may submit a request for payment in the amount of **\$22,800** in advance for start-up/operations support. AGENCY shall submit all acceptable disbursements against the start-up/operations support under this contract and include receipts and/or documentation for actual expenses claimed up to **\$22,800**.

Start-up costs are allowed for expenditures occurring September 1, 2018 to December 15, 2018 per contract terms. Start-up in addition to the cost estimate outlined below, not to exceed the maximum up to \$22,800, and based on the maximum capacity of each site below, may be submitted by AGENCY.

START-UP COSTS	NAZARENE - COST ESTIMATE	WON BY ONE - COST ESTIMATE
Sleeping mats/beds/cots	\$1,000	\$2,000
Fire/life safety materials	\$3,850	\$200
Personnel - Volunteer and/or staff training (limited to 20 hours per person)	\$200	\$1,000
Rent/Payment/Insurance	\$1,500	\$ -
Utilities (ex: electric, gas, water, trash)	\$1,500	\$600
Food/beverage/dinnerware/utensils, hygiene items	\$2,000	\$2,000
Other Personnel	\$1,000	\$300
Other(Temporary Fencing)		\$400
Other(office supplies)		\$300
Other (signage)	\$75	
Other(locks, doors secure booth)	\$300	
Other(Tables/chairs)		
Other (smoke extinguishing receptacles, medical waste container)	\$160	
Other(bus passes)	\$1,000	
Other(Coffee maker/air pots)	\$300	
Other(crock-pot type warming containers)	\$100	
TOTAL By Site	\$ 12,985	\$ 6,800

TO READ:

1. Total maximum compensation under this contract shall not exceed **\$199,372** as follows:

- a. Start-up/operating support not to exceed **\$22,800**.
- b. Bednights are paid at **\$26.00** per occupied bed on each night the warming centers are opened under conditions as described and as authorized by COUNTY in **Exhibit A**.

Total for bednights not to exceed **\$133,380**.

- c. HMIS software licensing and fees will be paid to AGENCY upon submittal of invoices AGENCY paid to Clackamas County Community Development Division for actual HMIS costs. Estimated reimbursement will be up to **\$2,000** to AGENCY to cover 3 users and 3 licenses, based on actual expenses charged by Community Development.
- d. Payroll for volunteer coordinator not to exceed **\$15,400** (including taxes and fringe benefits).
- e. ***Additional staffing/security and close-down costs are by cost reimbursement, based on actual eligible expenditures, not to exceed \$25,792.***

Eligible activities are:

- 1. ***Warming center additional staffing/security costs from 2-19-2019 through 4-15-2019 (end of season), including payroll taxes, for new staff.***
- 2. ***Facility repair and maintenance directly related to provision of warming centers, which must be proposed to and pre-approved by COUNTY prior to cost being incurred, and covers the period of 4-16-2019 to 6-30-2019.***

To receive payment on additional staffing/security and close-down costs, AGENCY shall:

- 1. ***Indicate eligible expenditures on separate lines on invoices. Receipts and/or documentation such as timecards, payroll ledger, and invoices for actual expenses claimed must be included with invoice submittal for verification by COUNTY.***

2. Method of Payment. To receive payment, the AGENCY shall submit invoices as follows:


Upon contract execution, AGENCY may submit a request for payment in the amount of **\$22,800** in advance for start-up/operations support. AGENCY shall submit all acceptable disbursements against the start-up/operations support under this contract and include receipts and/or documentation for actual expenses claimed up to **\$22,800**.

Start-up costs are allowed for expenditures occurring September 1, 2018 to December 15, 2018 per contract terms. Start-up in addition to the cost estimate outlined below, not to exceed the maximum up to \$22,800, and based on the maximum capacity of each site below, may be submitted by AGENCY.

START-UP COSTS	NAZARENE - COST ESTIMATE	WON BY ONE - COST ESTIMATE
Sleeping mats/beds/cots	\$1,000	\$2,000
Fire/life safety materials	\$3,850	\$200
Personnel - Volunteer and/or staff training (limited to 20 hours per person)	\$200	\$1,000
Rent/Payment/Insurance	\$1,500	\$-
Utilities (ex: electric, gas, water, trash)	\$1,500	\$600
Food/beverage/dinnerware/utensils, hygiene Items	\$2,000	\$2,000
Other Personnel	\$1,000	\$300
Other(Temporary Fencing)		\$400
Other(office supplies)		\$300
Other (signage)	\$75	
Other(locks, doors secure booth)	\$300	
Other(Tables/chairs)		
Other (smoke extinguishing receptacles, medical waste container)	\$160	
Other(bus passes)	\$1,000	
Other(Coffee maker/air pots)	\$300	
Other(crock-pot type warming containers)	\$100	
TOTAL By Site	\$ 12,985	\$ 6,800

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

**AGENCY
 HILLSIDE CHRISTIAN FELLOWSHIP**

By: 
 David Michael Morris, Lead Pastor
 Hillside Christian Fellowship

4-2-19
 Date

12042 SE Sunnyside Rd #535
 Street Address
Clackamas OR 97015
 City / State / Zip
(971) 221-2613 /
 Phone / Fax

Tax ID#: 20-1125844
 State of Oregon Registry #: 223099-91

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
 Commissioner: Sonya Fischer
 Commissioner: Ken Humberston
 Commissioner: Paul Savas
 Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
 Health, Housing and Human Services
 Department

 Date

April 18, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of an Intergovernmental Subrecipient Agreement, Amendment #4
 with the City of Oregon City/Pioneer Community Center to
Provide Social Services for Clackamas County Residents**

Purpose/Outcomes	Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the cities of Oregon City and West Linn.
Dollar Amount and Fiscal Impact	The new maximum agreement FY18/19 is \$181,333. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	Older American Act (OAA), Special Project Allocation (SPA), State Special Program Allocation funds, State Special Transportation Formula (STF) funds, Oregon Project Independence (OPI) funds, and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A7, 052418-A12
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8361; Subrecipient #18-009-004

BACKGROUND:

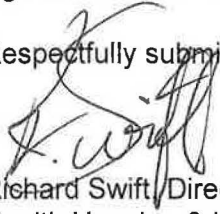
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-009, Amendment #4 with the City of Oregon City/Pioneer Community Center. It is a budget adjustment that redistributes the nutrition program funding, adjusts funding for Ride Connection transportation services and adds Oregon Project Independence (OPI) Home Delivered Meals funding for qualified OPI clients.

This amendment increases the agreement amount by \$68,399; for an amended agreement maximum of \$181,333 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8361 Subrecipient #: 18-009 Board Agenda #: 052418-A12, 071317-A7

Division: Social Services Amendment Number: 4

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA and transportation funding and units of service for FY18-19. This includes a rebalance of the Medicaid HDM services. This results in a net increase to the contract budget of \$68,399.

This Amendment #4, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the Contractor and County desire to amend and restart the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$112,934**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$44,991** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$5,500** from Federal Transportation

Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$40,784** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$900** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$18,684** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$2,075** for Low Income Home Energy Assistance(LIHEAP) application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$181,333**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$64,673** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$38,515** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$900** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$44,838** is from State of Oregon, Oregon Project Independence (OPI) for OPI Home Delivered Meals; **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$2,075** for Low Income Home Energy Assistance(LIHEAP) application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

City of Oregon City - Pioneer Comm. Ctr.
 Subrecipient Grant Agreement #18-009, Amendment 4

Amend

City of Oregon City - Pioneer Community Center
 Fiscal Year 2018-19

Federal Award Numbers CFDA Numbers Service Category	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE	
	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP			In Dist	STF	5310 Funds	STF Funds	Funds	Funds					Funds
	TriMet	Funds	OR-65-012	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A					
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
LIEAP Intakes													2075		83	2,075	\$25.00	
Case Management	4,792					533									121.7 hrs	5,325	\$39.37	
Reassurance	3,770														95	3,770	\$39.85	
Information & Assistance	3,359					374									117	3,733	\$28.815	
Transportation - OAA	13,988					1,555								2,331	4,663	17,875	\$3.00	
Physical Activity/ Falls Prevention				900		0	900								24 Classes	1,800	\$75.00	
OAA Meal Site Management		6,442	17,930			2,710								30,600	36,000	57,682	\$1.03	
Medicaid HDM - APD			(4,496)		(1,694)	(500)					20,511			(1,828)	2,150	11,994	\$8.69	
Transportation - Ride Con In District								22,188						1,345	2,689	23,533	\$8.25	
Transportation - Ride Con Out-of Dist									5,156					312	625	5,468	\$8.25	
Transportation - Ride Con. Veh. Maint.						770				5,500					N/A	6,270	N/A	
Transport - non-med T19											4,083	9,357			960	13,440	\$14.00	
TOTALS	25,909	6,442	13,434	900	(1,694)	5,442	900	22,188	5,156	5,500	4,083	29,868	2,075	32,761		152,964		

Source of OAA Match - Staff time & Units of Service in excess of contract
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 112,934

Federal Award Totals \$ 50,491

City of Oregon City - Pioneer Comm. Ctr.
 Subrecipient Grant Agreement #18-009, Amendment 4

To Read:

City of Oregon City - Pioneer Community Center
 Fiscal Year 2018-19

Federal Award Numbers CFDA Numbers Service Category	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAID	LIEAP	Program	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE	
	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP			In Dist	STF	5310 Funds	STF Funds	Funds	Funds	Funds				Income
								Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
LIEAP Intakes														2075	83	2,075	\$25.00	
Case Management	4,792					533									121.7 hrs	5,325	\$39.37	
Reassurance	3,770														95	3,770	\$39.85	
Information & Assistance	3,359					374									117	3,733	\$28.815	
Transportation - OAA	13,988					1,555								2,331	4,663	17,875	\$3.00	
Physical Activity/ Falls Prevention				900		0	900								24 Classes	1,800	\$75.00	
OAA Meal Site Management		8,415	25,110		0	3,728								31,663	37,250	68,915	\$1.75	
Food Service - Frozen HDMs			12,400		0	1,379									6,200	13,779	\$2.00	
OPI HDM's							44,838								4,700	44,838	\$9.54	
Medicaid HDM - APD			(5,855)		(2,206)	(651)						26,712		(2,380)	2,800	15,620	\$5.81	
Transportation - Ride Con In District								22,188							1,345	2,689	\$8.25	
Transportation - Ride Con Out-of Dist									2,888						175	350	\$8.25	
Transportation - Ride Con. Veh. Maint.						687				6,000					N/A	6,687	N/A	
Transport - non-med T19											4,083	9,357			960	13,440	\$14.00	
TOTALS	25,909	8,415	31,655	900	(2,206)	7,605	45,738	22,188	2,888	6,000	4,083	36,069	2,075	33,134		224,451		

Source of OAA Match - Staff time & Units of Service in excess of contract
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Contract Amount: \$ 181,333

Federal Award Totals \$ 70,673



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a
Metro 2040 Planning and Development Grant

Purpose/Outcome	The purpose of the project is to remove development barriers for affordable housing and mix-use proposals along key corridors in Clackamas County. Outcomes include regulatory updates to create a flexible and clear process for achieving a mix of uses and higher density housing for various income levels along the corridors.
Dollar Amount and Fiscal Impact	Grant Request for \$250,000
Funding Source	Metro Planning and Development Grant, Cycle 7. Planning staff time (General Fund) will be used as matching funds.
Duration	Oct 2019 and June 2021
Previous Board Action/Review	None.
Counsel Review	This item does not require Counsel Review. Finance has reviewed the Life Cycle Form.
Strategic Plan Alignment	Build public trust through good government Grow a Vibrant Economy
Contact Person	Karen Buehrig, (503) 742-4683

Building on the work of the Clackamas County Housing Affordability and Homeless Task Force, the **Corridors: Affordable Housing and Mixed Use** project will analyze and identify appropriate regulatory amendments needed to achieve higher density housing for various income levels along key multi-modal transportation corridors. Central to the project will be an equitable engagement process with the community to develop recommendations supporting the needs of people living and working in Clackamas County.

The timing of this project supports both the recently passed Metro Affordable Housing Bond, as well as discussions underway related to the regional transportation funding measure. It provides the opportunity for supporting affordable housing accessible to frequent, high quality transit, as well as other transportation options.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached Lifecycle form and sign the Letter of Support for the “Corridors: Affordable Housing and Mixed Use” project.

Sincerely,

Karen Buehrig
Long Range Planning Manager

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Transportation and Development Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: 2040 Planning and Development Grants
Funding Source: Federal State Local: Metro
Requestor Information (Name of staff person initiating form): Karen Buehrig
Requestor Contact Information: x4683 karenb@clackamas.us
Department Fiscal Representative: Diedre Landon
Program Name or Number (please specify): Long Range Planning
Brief Description of Project:

The purpose of the project is to identify actions that remove development barriers for affordable housing and mix-use proposals along key corridors in Clackamas County. The project will include zoning development ordinance and comprehensive plan language amendments that will help create a flexible and clear process for achieving higher density housing for various income levels. It would also look at identifying a supportive mix-uses along corridors which have existing or planned high quality transit service and feature a high quality pedestrian environment, convenient access to transit and where increased residential and employment densities are appropriate, such as SE 82nd Avenue corridor and McLoughlin corridors. Building on the direction from the Clackamas County Housing Affordability and Homeless Task Force, the primary activity will be to facilitate equitable engagement with the community, developing recommendation that support the needs people living and working in Clackamas County. It will build off of other local efforts, including the McLoughlin Area Plan, the Park Ave Development and Design Standards Project and the Fuller Road Station Area.

Name of Funding (Granting) Agency: Metro

Agency's Web Address for Grant Guidelines and Contact Information:

<http://www.oregonmetro.gov/tools-partners/grants-and-resources/2040-planning-and-development-grants>

OR

Application Packet Attached: Yes No

Completed By: Karen Buehrig, Transportation Planning Supervisor Date: 10-Apr-19

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: Fall 2017
CFDA(s), if applicable: _____
Announcement Date: 02/08/2019 Announcement/Opportunity #: Cycle 7. February 2019
Grant Category/Title: 2040 Planning and Development Grants Max Award Value: \$250,000
Allows Indirect/Rate: _____ Match Requirement: Staff time needed to support the project
Application Deadline: 04/19/2019 Other Deadlines: _____
Grant Start Date: August 2019- Jan 2020 Other Deadline Description: _____
Grant End Date: _____

Completed By: 06/01/2021

Pre-Application Meeting Schedule: Pre-application meeting with Metro was held on March 19, 2019

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Sta

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The project supports the Performance Clackamas goals of : Build public trust through good government; Grow a vibrant economy; and Ensure safe, healthy and secure communities

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The project supports plan development (updates to the Zoning & Development Ordinance), coordination and public engagement services to residents; businesses; County decision-makers so they can plan and invest based on a coordinated set of goals and policies that guide future development.

3. What, if any, are the community partners who might be better suited to perform this work?

If successful, the grant funds will be spent on a consultant to perform the work. DTD staff will be managing this contract.

4. What are the objectives of this grant? How will we meet these objectives?

The objectives of the grant program are to address barriers to development and to advance the 2040 Growth Concept. Projects are expected to undertake concept planning and comprehensive planning projects in urban reserves or new urban areas OR facilitate 'equitable development' within the Urban Growth Boundary OR facilitate development in centers, corridors, station areas and employment/industrial areas.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

The grant proposal does not fund an existing program -- this is a project specific grant.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

The organization does have adequate and qualified staff to manage a consultant to undertake the proposed project.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes, there will be a partnership effort required with the Business and Community Services department as well as health Housing and Human Service. Citizen Planning Organizations and other community groups will be engaged throughout the process.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

The funding will not create a new program

Collaboration

1. List County departments that will collaborate on this award, if any.

Three county departments that will collaborate on this grant if awarded: Transportation and Development; Business and Community Services and Health Housing and Human Services.

Reporting Requirements

1. What are the program reporting requirements for this grant?

The County must submit progress reports and any deliverables to Metro on a quarterly basis.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

The grant will be evaluated on the deliverables submitted and the ability to make the proposed changes to the Comprehensive Plan and to the Zoning Development Ordinance which guides development within the corridors.

3. What are the fiscal reporting requirements for this grant?

Grant funding will be distributed in incremental payments made at the completion of the project's major milestones. Grantees will submit progress reports documenting the completion of the work tasks and milestones prior to receiving payment. Progress reports must also document the financial contributions that were included as a match or leverage in the grant application and described in the proposed budget.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, the benefits that could be realized from grant will be greater than the cost to administer.

2. What other revenue sources are required? Have they already been secured?

No other revenue sources are required for this project. Staff time programmed in General Fund (Fund 214) **General Fund** will be used to satisfy the match requirements of this grant.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

These grant funds will be matched with in-kind hours from staff at DTD

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This is a one-time funding request - project specific. It is not funding the creation of an ongoing program.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Grant covers indirect costs. There is no cap, however, a high rate can affect competitiveness of the grant as it drives up costs while not increasing deliverables. Grant is paid in task based installments. Per Lisa Miles @ Metro

Program Approval:

Karen Buehrig 04/10/2019 [Signature]
Name (Typed/Printed) Date Signature

** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)
Jennifer Hughes, Planning Director 04/10/2019 [Signature]
Name (Typed/Printed) Date Signature

DEPARTMENT DIRECTOR
Dan Johnson, Director 4-10-19 [Signature]
Name (Typed/Printed) Date Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR Approved: [] Denied: []
Name (Typed/Printed) Date Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: [] Date: []
OR
Policy Session Date: []

County Administration Attestation
County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

2040 Planning and Development Grants, Review Committee
Metro Regional Government
600 NE Grand Ave
Portland, OR 97232

April 18, 2019

Re: Letter of Support for Clackamas County 2040 Grant Request
Corridors: Affordable Housing and Mixed Use Development

Dear Metro 2040 Grants Review Committee,

On behalf of the Clackamas County Board of Commissioners, I am writing in support of the Corridors: Affordable Housing and Mixed-Use Development proposal being submitted by the Clackamas County Department of Transportation and Development (DTD). The purpose of the proposed project is to identify actions to remove barriers for affordable housing and mixed-use development opportunities along key corridors in Clackamas County. The project will include Zoning and Development Ordinance (ZDO) and Comprehensive Plan amendments that will help create a flexible and clear process for achieving higher density housing for people at various income levels.

With the increasing shortage of affordable housing throughout the Portland area, now is the time for Clackamas County to review these standards in our primary multi-modal corridors, such as McLoughlin Boulevard and 82nd Avenue, and identify and remove barriers to providing a more livable, affordable community for all of our residents. Building on the direction from the Clackamas County Housing Affordability and Homeless Task Force, one of the project's primary activities will be to facilitate equitable engagement with the community to develop recommendation that support the needs of people living and working in Clackamas County.

The timing of this project supports the recently passed Metro Affordable Housing Bond and the discussions underway related to the regional transportation funding measure. It provides the opportunity for supporting affordable housing accessible to frequent, high quality transit, as well as other transportation options.

Engagement with our community about this topic is critical. Recent projects funded through the Metro 2040 grant program will be used as examples of ways to reach out and implement equitable engagement, which is the foundation of support necessary to implement the outcomes.

Thank you for the opportunity to partner with Metro on this very important project.

Sincerely,

Jim Bernard, Chair
Board of County Commissioners

DRAFT

Approval of Previous Business Meeting Minutes:

March 7, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, March 7, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Ken Humberston, Chair

Commissioner Paul Savas

Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

CALL TO ORDER

■ Roll Call

Chair Bernard and Commissioner Fischer are out of the office today, Commissioner Ken Humberston will serve as Chair.

■ Pledge of Allegiance

***I. HOUSING AUTHORITY CONSENT AGENDA**

1. **REMOVED** - Approval to Accept the Award for the Meyer Memorial Trust Rural Housing DEI Funding Opportunity: Diversity, Equity, and Inclusion Technical Assistance

II. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Bob Reece, Oregon City – NW Steel header, Fishing Guide – wanted to share work they are doing for recovering sport fishing in Clackamas County.
2. Les Poole, Gladstone – reflecting on Dennis Richardson and his service, he withdrew his referendum for the VRS, working on another measure.

~Board Discussion~

III. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Consent Agenda.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval to request funds under HRSA 19-080 on or before the deadline of April 11th 2019 – *Health Centers*
2. Approval of Subrecipient Agreement Amendment #3 with the Friends of the Canby Adult Center to provide Social Services for Clackamas County Residents – *Social Services*
3. Approval of a Construction Contract with Gresham Roofing for the Re-roof Project at the Estacada Community Center – *Community Development*

B. Department of Transportation & Development

1. Approval of a Contract with Kittelson & Associates, Inc. for the Damascus Transportation System Plan Update - *Procurement*

C Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Department of Human Resources

1. Approval of the Deferred Compensation 457 Retirement Plan Document Changes to Include Other Acceptable Documentation

E. Technology Services

1. Approval of a Service Level Agreement between Clackamas Broadband eXchange and Cascade Access LLC.

IV. DEVELOPMENT AGENCY

1. Approval of a Commercial Lease with Milne Masonry, Inc.
2. Approval of a Commercial Lease with W.E. Given Contracting, Inc.
3. Approval of a Second Amendment to the Owner Participation Development Agreement with Hoodland Fire District

V. WATER ENVIRONMENT SERVICES

1. Approval of a Service Connection Mortgage in the North Clackamas Service Area for Water Environment Services
2. Approval of an Agreement for Release of Covenant Running with the Land

VI. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VII. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 10:35 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING

2051 KAEN ROAD, STE 310 | OREGON CITY, OR 97045

April 18, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the
AFSCME Water Environment Services (AFSCME-WES)

Purpose/Outcomes	Settlement of labor contract
Dollar Amount and Fiscal Impact <i>(for the life of the contract)</i>	\$688,003
Funding Source	General Fund
Duration	July 1, 2018 – June 30, 2021
Previous Board Action	January 15, 2019 - Executive Session
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Eric Sarha, Deputy HR Director 503-655-8292
Contract No.	N/A

BACKGROUND:

Clackamas County and AFSCME-WES entered into bargaining for a new contract on May 8, 2018. The County and AFSCME-WES held ten (10) bargaining sessions and one (1) mediation session. On January 31, 2019, AFSCME-WES agreed to present the County's Last, Best, Final Offer to its members for vote. On April 4, 2019, AFSCME-WES's ratification vote successfully passed. The agreement that was ratified by the Union is attached.

The significant wage and other economic changes are outlined below:

Cost of Living Adjustment (COLA)

In years two and three, the floor of the cost of living increase was reduced from 2% to 0%. The ceiling remains the same.

- For fiscal year 2018-19, 2.8%. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2018 to the first full pay period after the effective date of ratification.
- For fiscal year 2019-20, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2019. *For fiscal year 2019-20 (year 2) the Index has published a 3.5% cost of living increase and has been factored into the fiscal impact.*
- For fiscal year 2020-21, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2020. *Projected 3.0% cost of living increase for year three has been assumed and factored into the fiscal impact.*

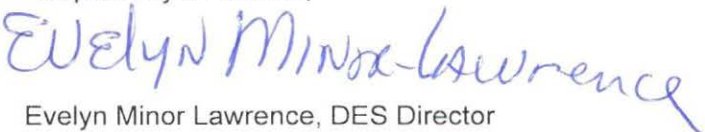
Other Wage Increases

- Standby (new): Based on operational needs, the County reserves the right to place employees on "Standby" while they are off duty. Employees will receive two (2) hours pay for every twenty-four (24) hour standby period. If called in, employee will receive a minimum of four (4) hours at a rate of time and one-half (1.5) in addition to the standby pay. (Sporadic and unpredictable cost)
- Protective Clothing: Increased annual boot allowance from \$170 to \$200. (\$1470/yr.)

RECOMMENDATION:

Staff recommends the Board approve the attached contract for AFSCME Water Environment Services (AFSCME- WES) 2018-2021

Respectfully submitted,

Handwritten signature of Evelyn Minor Lawrence in blue ink.

Evelyn Minor Lawrence, DES Director

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AGREEMENT

Between

CLACKAMAS COUNTY, OREGON

and

**WATER ENVIRONMENT SERVICES EMPLOYEES OF CLACKAMAS COUNTY,
OREGON**

Affiliated With

CLACKAMAS COUNTY, OREGON, PUBLIC EMPLOYEES'
LOCAL 350 and Council 75, AFSCME, AFL-CIO

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, herein after referred to as the County, and the Water Environment Services Employees of Clackamas County affiliated with Local 350 and Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The parties agree as follows:

ARTICLE 1- DEFINITIONS

1. CONFIDENTIAL EMPLOYEE

As defined in Oregon Revised Statute 243.650.

2. EMERGENCY

An unforeseen or unusual circumstance or a combination of circumstances which, in the opinion of the County, calls for immediate action.

3. SUPERVISORY EMPLOYEE

As defined in Oregon Revised Statute 243.650.

4. TEMPORARY EMPLOYEE

Any non-regular employee appointed to a position of six (6) months duration or less. These employees are not part of the bargaining unit. At the time of hire of any temporary employee, the County shall notify the Union of the temporary employee and the employee's beginning and ending dates of employment.

5. REGULAR EMPLOYEE

An employee who has successfully completed their initial one (1) year probationary period from date of appointment to a regular position.

6. REGULAR PART-TIME EMPLOYEE

A regular employee who works less than full time, but works at least one-thousand forty (1040) hours per year.

7. SHOP STEWARDS

Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union.

8. PROBATIONARY PERIOD FOR INITIAL HIRE

For new hires the probationary period shall be defined as twelve (12) months from the date of appointment to a regular position.

9. PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION

For regular status employees who are appointed to another position in the County, the probationary period shall be defined as six (6) months from the date of appointment to the new position.

ARTICLE 2 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiation with the County for all regular and regular part-time employees that are or will come under the jurisdiction of the Water Environment Services, a Department of Clackamas County, with the exception of confidential or supervisory employees as defined by ORS 243.650 and employees who work less than one-thousand forty (1040) hours per year.

ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS

The Union recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and to direct its business, and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation except as modified by the specific terms of this agreement.

By way of illustration and not by way of limitation, these rights include:

- A. The determination of the governmental services to be rendered to the citizens of Clackamas County.
- B. The determination of the County's financial, budgetary and accounting procedures.
- C. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds or for other legitimate reasons; the right to abolish positions or reorganize the sections or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to determine levels of staffing, assign personnel and distribute overtime; the right to make, publish and enforce rules and regulations; and the right to contract or subcontract any work.
- D. The right to declare emergencies and suspend the appropriate provisions of the contract during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- E. The right in times of financial exigency to lay off or reduce the work week with corresponding wage and fringe benefit reduction, or furlough employees without pay after giving the Union at least thirty (30) calendar days' notice of the intended action. In situations due to external circumstances beyond the County's control where the County has less than thirty (30) days' notice, the Union will be notified as soon as possible after the County receives notice. This language does not apply to normal layoff situations which would be covered under Article 17 (Layoff).

ARTICLE 4 – UNION RIGHTS

1. BULLETIN BOARDS

The County agrees to furnish and maintain a suitable bulletin board at each staffed location in the Water Environment Services Department. Bulletin boards shall only be used to post information relevant to County and Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards. The County shall make a good faith effort to post all available County job openings on or before the opening date. The bulletin boards shall be the official place for such postings. The “Clackamas County Job Opportunities (CCJO)” email traditionally delivered on Thursdays will serve as a proper means of notice under this article.

However, if notification of a WES job opening is delivered by CCJO or other WES email the job opening will remain open not less than six (6) calendar days from the date of the WES email notice.

2. VISITS BY UNION REPRESENTATIVES

The County agrees that representatives of the Union, whether Local Union representatives, Council representatives, or International Union representatives, shall have access to the premises of the County to conduct Union business.

3. NEGOTIATING SESSIONS

The Board of County Commissioners or its designee(s) shall meet at mutually convenient times with the Union negotiating committee. All negotiating sessions shall be held on the County's premises. The Union negotiating committee shall consist of not more than three (3) members selected by the Union. Employees participating in Union-County negotiation sessions shall be permitted to do so without prejudice to their compensation, subject to advance notice to the County of the nature, purpose and extent of the session.

4. AGREEMENT PUBLICATION COSTS

Copies of the Agreement shall be made available to the parties provided that any and all costs and expenses incurred in the publication or duplication of same shall be borne by the Union and County equally.

5. LABOR/MANAGEMENT PARTNERSHIP COMMITTEE

The County and the Union agree to the establishment of a joint labor/management committee. The committee shall meet at least once each quarter and, upon agreement, may meet at any other time. The committee meetings shall be held during working hours, on the County's premises, and without loss of pay. The committee is a vehicle for communication adjusting pending grievances, discussing procedures for avoiding grievances, and to promote harmonious labor/management relations.

6. ELECTRONIC MAIL

Union representatives (those persons holding positions as officers within the Union) may use the County email system to communicate concerning collective bargaining matters.

“Collective bargaining matters” means any of the following:

- A. official Union announcements to the Union membership (such as meeting subjects, dates and times);
- B. the meaning, interpretation or application of this Agreement;
- C. the presentation and adjustment of grievances under Article 18 (Settlement of Disputes) of this Agreement; or
- D. matters directly related to the collective bargaining relationship between the County and the Union.

Union members may use the County email system to contact Union representatives regarding collective bargaining matters, including any of the following purposes:

- A. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
- B. to ask a question regarding the meaning, interpretation, or application of this Agreement;
- C. to present a grievance regarding the meaning, interpretation or application of this Agreement; or
- D. to request Union representation in matters concerning the meaning, application or interpretation of this Agreement.

It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. “Political purposes” shall include matters related to support or opposition to candidates or measures in any election (County elections, Union candidate elections, or otherwise).

7. NEW EMPLOYEE ORIENTATION

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Union members. One (1) Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union’s responsibility to notify the new employee of the meeting time and place.

8. TEMPORARY EMPLOYMENT WITH THE UNION

Upon request of the Union, the County may grant a leave of absence for an employee to engage in temporary employment with the Union. The Union and the County shall

enter into a Memorandum of Agreement (MOA) that describes the terms and conditions of temporary employment with the Union.

9. UNION STEWARDS TIME

Union officials and stewards may investigate and process grievances during working hours within reasonable limits without loss of pay. In addition, Union stewards will be released during their normal working hours, without loss of pay, to prepare for and attend meetings within the steward's bargaining unit and for the following representational activities: Management scheduled investigatory interviews and pre-disciplinary meetings; new employee orientation; informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings and held during their work time; and Labor Management Committees, Safety Committees and other joint labor/management forums.

A. NOTIFICATION

The Union steward will provide reasonable notice to the supervisor before attending any meeting or hearing during the employee's work hours.

10. EMPLOYEES TIME

Employees will be provided a time during their normal working hours to meet with the Union Steward and/or Council Representative to process and report a potential grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings for the following:

- A. Grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings held during his or her work time;
- B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if the employee appears during their work time;
- C. Management scheduled investigatory interviews and/or pre-disciplinary meetings;
- D. Labor Management Committees when the employee has been selected by the Union to be a member; and
- E. Negotiations when the employee has been selected by the Union to be a member of the Union bargaining team.

11. LUNCH AND LEARNS

The Employer will support lunch and learns by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow and in compliance with Article 7 (Hours of Work), Section 4 (Flexible Work Schedule).

ARTICLE 5 - UNION CHECK-OFF

All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Union. The County agrees to deduct dues in an amount determined by the Union from the wages of each employee who chooses to become a member of the Union and provides written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Union, on a monthly basis.

Such uniform amounts as the Union Treasurer certifies to the County as the monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction.

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five day window period shall commence on August 1 of each year.

The County will not be held liable for checkoff errors, but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues checkoff, an updated list of eligible members of the bargaining unit will be delivered to the Union. Such list shall include all members paying dues in the previous pay period.

The Union agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the County in connection with the same.

The County shall furnish monthly to the Union an electronic list of new employees who have accepted positions represented by the Union along with anticipated start dates. The list shall contain the name, job title, employee identification number, address, phone number, department, and monthly salary.

ARTICLE 6 – P.E.O.P.L.E

(PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY)

The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The County shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee I.D. number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the County. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

The Union shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 7 - HOURS OF WORK

1. **REGULAR HOURS**

The regular hours of work each day shall be consecutive except for interruptions for lunch period and emergencies.

2. **WORK WEEK**

The work week shall be set by the County, but in no event would the regularly scheduled work week exceed forty (40) hours. The County will not set work weeks so that employees will have less than two (2) consecutive days off. It is mutually agreed that whenever possible, consistent with the needs of the County, the County will consider the requests of the Union to change or modify existing work schedules.

3. **WORK DAY AND WORK SCHEDULES**

All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times except as modified by an approved flexible schedule (see Section 4 of this Article). Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Changes of work schedules, shift or station assignments shall be posted fourteen (14) calendar days prior to change. A Union representative, or designee, and supervisor may agree to waive the posting requirement.

Employees that transition onto a new schedule or shift and who do not receive two (2) consecutive days off will be compensated at the overtime rate for hours worked on the first scheduled work day of the new schedule or shift.

The County and the Union recognize that in order to adequately serve the public, the employee and supervisor may mutually agree to a schedule other than the standard County schedule, provided that: the agreed upon schedule is consistent with the needs of the County; the schedule does not establish a work day that is less than four (4) hours nor more than ten (10) hours; the schedule has start and end times in fifteen (15) minute increments beginning on the hour; and the schedule does not establish a work week in excess of forty (40) hours, except as referenced below, and the schedule shall be in place thirty (30) days or more. Nothing in this Article shall be construed to supersede the right of management to determine schedules as provided in this Article, Section 2 (Work Week).

- A. Work Day and Work Week. Within the parameters outlined above, the work week and the work day may be defined by mutual agreement between the employee and supervisor. Examples are, but are not limited to:
 - a. Five (5) consecutive days of eight (8) hours each;
 - b. Four (4) consecutive days of ten (10) hours each (a forty-hour work week); and
- B. Five (5) nine-hour days one (1) week, followed by three (3) nine-hour days and one (1) eight-hour day the next week (a "9-80").

Overtime shall be paid in accordance with Article 14 (Wages), Section 8 (Overtime). Holidays shall be paid in accordance with Article 8 (Holidays) Section 2 (Holiday Pay) and Bereavement Leave shall be paid in accordance with Article 9 (Sick Leave) Section 2 (Compassionate Leave).

4. FLEXIBLE WORK SCHEDULE

Employees may request Flexible scheduling for personal reasons which permits infrequent modification of hours of work on a case-by-case basis. The purpose of this flexibility is to allow employees, with approval from management, the ability to adjust the hours of a work shift. Utilization of Flexible Scheduling must meet the following criteria:

- A. Employee requests for Flexible Scheduling must be submitted at least twenty-four (24) hours in advance and in writing, unless the County waives said requirement(s).
- B. Adjustments to hours of work must:
 - a. Be mutually beneficial to employees and the County
 - b. Not negatively affect other employees
 - c. Not impede customer service or normal work process
 - d. Not generate additional labor costs or overtime
 - e. Occur during the same work week

5. REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever reasonable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift, when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours.

6. MEAL PERIODS

All employees shall be granted a lunch period on employee time of at least one-half (1/2) hour during each work shift. Whenever possible, such meal period shall be scheduled in the middle of the shift. The County shall permit any employee who is requested to and does work more than two (2) hours beyond their regular quitting time, one-half (1/2) hour off for the employee's meal on employee time.

7. CLEANUP FACILITIES

The County shall provide the required cleanup facilities for the employees' cleanup.

Employees who wear County-provided protective clothing shall be given the last ten (10) minutes of their shift to change their clothes. Employees who have been in direct, substantial contact with sewage must change clothes and shower as soon as reasonably possible

8. *EMERGENCIES*

This Article may be deviated from during times of emergency.

ARTICLE 8 - HOLIDAYS

1. HOLIDAYS

The following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- Every day appointed by the Board of County Commissioners as a paid holiday.
- Floating holiday - one (1) ten (10) hour work day off per calendar year with pay. The Floating Holiday shall be credited to each employee on January 1. Floating holidays may be used as one (1) entire day off, or may be used incrementally in hour units. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be.

New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) calendar days of employment.

2. HOLIDAY PAY

Eligible employees shall receive pay for each of the holidays listed above on which they perform no work as follows:

- 1) If on a five (5) day eight (8) hour work week schedule, eight (8) hours;
- 2) If on a four (4) day ten (10) hour work week schedule, ten (10) hours;
- 3) If on an eighty (80) hours in nine work day schedule, nine (9) hours;

3. WEEKEND HOLIDAYS

For employees on an eight (8) hour five (5) day work week or a 9-80 schedule, whenever a holiday shall fall on the first day off, the preceding day in the regular work week shall be observed as a holiday. Whenever a holiday shall fall on the last day off, the following day of the regularly scheduled work week shall be observed as a holiday. Whenever a holiday shall fall on the middle day of three (3) consecutive days off, the employee may request to observe the holiday on either the last work day preceding the holiday or the next regularly scheduled work day, consistent with the needs of the County.

For employees on a ten (10) hour four (4) day work week, whenever the holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

4. HOLIDAY DURING LEAVE

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

5. HOLIDAY WORK

If an employee works on any of the holidays listed above, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) the employee's regular rate of pay. When computing overtime, all paid leave shall be considered as time worked.

ARTICLE 9 - SICK LEAVE

1. ACCRUAL

Regular full-time employees shall accrue paid sick leave at the rate of eight (8) hours of leave for each full calendar month of service to be used in the event of an employee's illness or illness of a member of the employee's immediate family. Regular Part-Time Employees shall accrue sick leave on a pro rata basis using a two-thousand eighty (2080) hour base. Regular full-time and part-time employees shall accrue sick leave without limit. Employees in a paid status for eighty-eight (88) hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month. Sick leave shall accrue on the first work day of the month for each preceding calendar month worked.

2. DOCUMENTATION

Appropriate documentation of illness may be required after more than three (3) consecutive days of absence or in cases of suspected abuse. If the employee is under a doctor's care, a doctor's certificate shall be considered appropriate documentation. Abuse of sick leave or excessive unplanned absences other than qualifying medical leave or workers' compensation leave may also be cause for disciplinary action including discharge under Article 16 (Discipline and Discharge).

3. COMPASSIONATE LEAVE

In addition to regular sick leave, an employee shall be granted not more than three (3) days leave in event of death in the immediate family of the employee, as approved by the Department Director or designee, to make household adjustments or to attend funeral services. Eligible employees may take up to two (2) weeks of leave for the death of a family member as defined by Oregon Family Leave Act (OFLA).

Consistent with the needs of the County, an employee shall be granted not more than three (3) hours of compassionate leave to attend the funeral or memorial service for a current Clackamas County employee or retiree.

4. IMMEDIATE FAMILY

An employee's immediate family shall be defined as spouse, domestic partners (as defined by the Benefits Review Committee), parents, children, brother, sister, grandparents, stepchildren, stepparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Department Director upon request.

5. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT

Pursuant to ORS 237.350, the County shall report all allowable sick leave hours to PERS upon an employee's separation from County employment.

6. USE OF SICK LEAVE

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental

care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee, for such period as the employee has sick leave credit provided the employee calls in at the beginning of the employee's work shift no later than fifteen (15) minutes prior to the start of the work shift or at the earliest possible time.

7. LEAVE DONATION

Leave Donation will be granted in accordance with the most current Employment Policy and Practice regarding the Leave Donation Program.

ARTICLE 10 - VACATION LEAVE

1. ACCRUAL

Paid vacation leave shall accrue at the rate shown on the first day of the month for each preceding full calendar month worked in accordance with the following schedule. Employees in a paid status for eighty-eight (88) hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month. It is recognized that in all cases service shall be interpreted to mean continuous County service, including rights set forth in ORS Chapter 236.

A. Basic Vacation Plan

- a. Employees hired prior to January 1, 2001 who have elected not to participate in the Vacation Sell Back Program shall accrue vacation in the following manner:
 - i. Employees having served in the County service for six (6) consecutive full calendar months, shall be credited with fifty-two and two-tenths (52.2) hours of vacation leave.
 - ii. After six (6) months, but less than (5) years of service: one-hundred four and four-tenths (104.4) hours per year accrued at the rate of eight and seven-tenths (8.7) hours per month. Vacation leave not to accumulate beyond two-hundred eighteen (218) hours.
 - iii. Five (5) to ten (10) years, but less than ten (10) years of service: one-hundred twenty-eight and four-tenths (128.4) hours per year, accrued at the rate of ten and seven-tenths (10.7) hours per month. Vacation leave not to accumulate beyond two-hundred eighteen (218) hours.
 - iv. Ten (10) to fifteen (15) years, but less than fifteen (15) years of service: one-hundred fifty-two and four-tenths (152.4) hours per year, accrued at the rate of twelve and seven-tenths (12.7) hours per month. Vacation leave not to accumulate beyond two-hundred fifty-eight (258) hours.
 - v. Fifteen (15) to twenty (20) years, but less than twenty (20) years of service: one-hundred seventy-six and four-tenths (176.4) hours per year, accrued at the rate of fourteen and seven-tenths (14.7) hours per month. Vacation leave not to accumulate beyond two-hundred fifty-eight (258) hours.
 - vi. After twenty (20) years of service: two-hundred and four-tenths (200.4) hours per year, accrued at the rate of sixteen and seven-tenths (16.7) hours per month. Vacation leave not to accumulate beyond two-hundred fifty-eight (258) hours.
- b. Vacation accruals may be accumulated beyond these limits during the yearly cycle of January 1st through December 31st, but will be reduced to the hours limit at the end of the business day on December 31st.

B. Vacation Sell-Back Plan

- a. Employees hired after January 1, 2001 participate in the Vacation Sell-Back plan and shall accrue vacation in the following manner:
 - i. Employees having served in the County service for one (1) full calendar month in a paid status for eighty-eight (88) hours (prorated for FTE status), shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours per month regardless of years of service. Vacation leave not to accumulate beyond two-hundred fifty (250) hours. Vacation accruals may be accumulated beyond two-hundred fifty (250) hours during the yearly cycle of January 1st through December 31st, but will be reduced to two-hundred fifty (250) hours at the end of the business day on December 31st
 - ii. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to forty (40) hours of vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed request to Sell Vacation form to Payroll no later than December 31st of that calendar year.
 - iii. Some employees hired prior to January 1, 2001 have made a one-time election to enroll in the Vacation Sell Back Plan by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in the Vacation Sell Back Plan, an employee may not enroll in the Basic Vacation Plan.

2. ACCRUAL FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees shall be granted vacation leave on a pro rata basis using a two-thousand eighty (2080) hour base.

3. VACATION TIMES

Employees shall be permitted to choose either a split or entire vacation. Employees may utilize vacation in fifteen (15) minute increments. Whenever possible, consistent with the needs of the County and requirements for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of classification seniority; however, each employee will be permitted to exercise their right of classification seniority only once. Notice of the day or days selected shall be given to the County at least twenty-four (24) hours in advance, unless the County waives said requirement.

4. TERMINATION OR DEATH

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or the employee's heirs, whichever the case may be.

ARTICLE 11 - OTHER LEAVES

1. LEAVE OF ABSENCE

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted for any reasonable purpose, consistent with the needs of the County, and such leaves may be renewed or extended for any reasonable period. No leave will be granted to an employee to accept employment in any other capacity. Notice of the day or days selected shall be given to the County at least seven (7) days in advance, unless the County waives said requirement. A leave of absence in excess of ninety (90) days must be approved by the Board of County Commissioners.

2. JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness in any litigation or administrative hearing process involving the County, the employee will be granted absence from work and continued at full salary for the period of the required service; provided, however, the employee shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the County with a copy of the subpoena or other legal document requiring the employee's presence. The copy of the subpoena or legal document will be given to the County in advance of the hearing or jury duty or, if that is not possible, then the copy must be furnished within seventy-two (72) hours after the hearing or jury duty date. All money received as witness or jury fees must be signed over to the County unless such fees, or any portion of them, are earned on an employee's day(s) off or during other authorized leave of absence. Employees will be required to report to work all hours of the employee's normal work shift that their presence is not required as a juror or witness. If an employee is subpoenaed as a witness in any litigation or administrative hearing process not involving the County, the employee shall submit proof to the County of such requirement and shall take vacation leave; or if vacation is exhausted, leave without pay.

3. UNION BUSINESS

Not more than one (1) employee at any one time, elected to any Union office or selected by the Union to do work which takes them from their employment with the County may, at the written request of the Union, be recommended by the Board of County Commissioners for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County, and their position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the employee's leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that the employee is unable to return to work by reason of sickness or physical disability.

4. PARENTAL LEAVE

Parental Leave will be granted in accordance with State and Federal law and will be administered as described in the most current Employment Policy and Practice regarding the Family & Medical Leave Policy and the Personnel Ordinance.

5. FAMILY MEDICAL LEAVE

Family Medical Leave will be granted in accordance with State and Federal law and will be administered as described in the most current Employment Policy and Practice regarding the Family & Medical Leave Policy and the Personnel Ordinance.

6. EDUCATIONAL LEAVE

After completing three (3) years of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school, when it is related to their employment and is consistent with the needs of the County. The period of such leave of absence shall not exceed twelve (12) months in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it is consistent with the needs of the County.

7. MILITARY AND OTHER SERVICE LEAVES

Except as provided in the following paragraph of this section, for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the Water Environment Services Department is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding fifteen (15) working days in any one federal fiscal/training year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which the employee is entitled.

Unless an employee has been employed by any Oregon public employer for a period of six months next preceding their application, no officer or employee is entitled to receive pay for any period during which an employee is on military leave.

ARTICLE 12 - HEALTH AND WELFARE

1. MEDICAL COVERAGE

The County agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect coverage. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 9 of this Article. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

Effective January 1, 2019, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2018 County contribution.

Effective January 1, 2020, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2019 County contribution.

Effective January 1, 2021, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2020 County contribution.

Employees will pay any remaining insurance premium cost share through payroll deduction.

Medical Insurance Opt-Out: Employees who provide proof of other medical coverage and who opt out of medical coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying status change subject to carrier rules.

2. FLEXIBLE BENEFITS

The County agrees to provide a Clackamas County Flexible Benefit program to employees who are working in a position regularly scheduled for thirty (30) hours or more per week. Bargaining unit employees agree to cooperate fully with the Benefits and Wellness Division regarding participation and administration of the program.

3. LIFE INSURANCE

The County agrees to provide life insurance coverage to full-time employees, effective on the first day of the month following the benefit waiting period described in Section 8. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 10.

The County agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

4. DENTAL INSURANCE

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for full-time employees and their eligible family members, effective on the first day of the month following the benefit waiting period described in Section 9 of this Article. The design of the dental plan(s) and the eligibility of family members shall be the authority of the Benefits Review Committee as described in Section 10 of this Article.

Dental Insurance Opt-Out: Employees who opt out of dental coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin the County coverage with qualifying status change subject to carrier rules.

5. DISABILITY INCOME INSURANCE

The County agrees to provide non-duty disability insurance coverage to fulltime employees, effective on the first day of the month following the benefit-waiting period described in Section 9 of this Article. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 9 of this Article.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of covered salary, including longevity, up to a maximum covered salary of \$3333 per month.

6. POSTHUMOUS BENEFITS

In the event of the death of an employee, the County shall continue medical and dental coverage for surviving eligible dependents for a period of six (6) calendar months.

7. FULL-TIME EMPLOYEES

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week.

8. BENEFITS FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees working at least twenty (20) hours per week shall be entitled to County-paid medical insurance as described in Section 1 of this Article and shall be entitled to purchase dental insurance as described in Section 4 of this Article.

9. BENEFIT WAITING PERIOD

Benefits shall become effective on the first day of the calendar month following two (2) full calendar months of continuous employment. Two (2) full months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two (2) full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

10. BENEFITS REVIEW COMMITTEE

A Labor-Management Benefits Review Committee shall be formed and shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefits program at a reasonable cost.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provisions of this Article shall be entitled to appoint one (1) voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt the provisions of this Article will be entitled to appoint one (1) nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer voting members than it is entitled, but retain the same number of votes as described above. The County or the Union may invite other nonvoting members to attend meetings as needed to facilitate committee business. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least one-hundred twenty (120) days prior to the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

The County and the Union will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at or less than eight percent (8%) each year.

11. HEALTH REIMBURSEMENT ACCOUNT(HRA)

The County shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eight (80) hours in excess of the annual cap paid into their HRA/VEBA account. The County will deposit such excess vacation leave into eligible employees' HRA/VEBA accounts on the last pay date in February or sooner if administratively practicable.

Participating employees shall have all vacation hours over the annual cap of paid to their HRA/VEBA account at retirement. The County and Union shall discuss options for ongoing HRA/VEBA funding.

Participating employees who are enrolled in the HRA/VEBA plan as of December 31st of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period of January each year.

12. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

13. DEFERRED COMPENSATION PLAN

Subject to applicable federal regulations, the County agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the County's Deferred Compensation program, at the rate of five percent (5%) of their base compensation as defined in the deferred compensation plan document, unless the employee chooses to opt out of the program or change the rate of contribution. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular. This provision will become effective no later than sixty (60) days following the final approval of this agreement by both parties.

ARTICLE 13 - WORKERS' COMPENSATION

1. COVERAGE

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries that arise out of and occur in the course and scope of their work for the County. Both parties agree to the principle that the employee should suffer no financial disadvantage nor shall the employee have a financial advantage by being in disability status.

2. COMPENSATION PAYMENT

The County shall compensate the employee from the County's Risk Management Claims Fund for on-the-job injuries where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury and would have continued to receive had there been no injury.

Compensation under this Article shall be subject to the following conditions:

- A. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
- B. The waiting period as described in ORS 656.210, will be charged to sick leave.
- C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law.
- D. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of the injury unless prohibited by law, rule, regulation, or provider contract.

ARTICLE 14 - WAGES

1. **WAGES AND CLASSIFICATION SCHEDULE**

After ratification by both parties, employees shall receive a 2.8% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on 2.8% of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2018 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of ratification.

Effective July 1, 2019, employees shall receive a cost of living increase equal to the percentage increase in the 2018 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor (minimum of 0% and maximum of 4.5%). Effective July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2019 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor (minimum 0% and maximum 4.5%).

All less than half time regular part time employees and temporary employees in regular classifications in AFSCME WES positions will be paid at the same salary grade as the regular AFSCME WES counterparts.

When any classification not listed on the pay plan is established, the County shall designate a pay range for the position. In the event that the Union disagrees with the range, the Union and County shall open negotiations to establish a salary grade for the classification.

Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate. Increases in wages within the pay range as posted on the County Internet shall be based on the performance of the employee in meeting the standards established for the employee's job classification. Standards shall be jointly reviewed at the beginning of the performance period by the employee and manager. They shall be objective, quantifiable, and shall measure performance of the essential job functions.

Evaluation of an employee's performance for consideration of an increase of 3.5% within the salary grade will occur at intervals of not greater than one (1) year, except after the initial appointment or promotion, where it will occur after six (6) full months.

If performance does not meet standards, the manager will immediately establish a ninety (90) calendar day performance improvement plan for the employee which is intended to bring the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the employee will be granted the increase, effective the date of the most recent review. If the employee receives an increase resulting from the first ninety (90) calendar day review, the

employee's anniversary date will remain unchanged. If an increase is not achieved until a later date, the employee's anniversary date will change to the date of the increase.

2. LONGEVITY PAYMENT

Employees will be eligible for longevity pay as a percent of base salary for total years of continuous County service in the listed amounts upon anniversary date. Continuous service for the purpose of determining eligibility for longevity pay shall be defined as service unbroken by separation from County employment that results in a new date of hire.

5 years	1.0%
10 years	1.5%
15 years	2.0%
20 years	2.5%
25 years	3.5%
30 years	4.0%

The calculation for longevity shall be based on the employee's service date minus thirty (30) days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

3. OUT-OF-CLASS WORK

Out-of-class pay shall be granted an employee if the employee performs any work for more than four (4) hours in any shift in a classification above that in which the employee is normally classified. The supervisor will prepare a memorandum stating the need for the out-of-class work and why the employee is qualified to perform such higher class work and receive authorization from the Director of WES or their designee, except for training purposes.

When an employee is assigned by their supervisor to perform the duties of a higher paid classification, the employee shall receive an increase to the minimum of the salary range of the higher classification or receive an additional five percent (5%) of the base salary added to the employee's regular salary, whichever is higher. The out-of-class rate will not exceed maximum rate of higher classification's salary. If an employee is assigned full time out-of-class work for a continuous period of longer than six (6) months, the employee will receive performance reviews and be eligible for step increases in accordance with Section 1 of this Article.

An employee who has not been previously qualified cannot be required to work in a higher classification except during emergencies.

No out-of-class pay will be allowed unless the employee has previously been qualified by the County and has been authorized to perform such out-of-class work by the employee's immediate supervisor.

The County can, at its sole discretion, require employees to perform work in a classification above that in which the employee is normally classified provided the employee has been qualified by the County to perform such higher class work.

Out-of-class pay is intended to apply only to work situations where the difference between work levels and duties and responsibilities are clear. These situations are temporary in nature and not intended to provide higher level pay for an employee who gradually or through normal assignment believes themselves to be working at a higher classified level, which situation is to be addressed through the normal classification procedures provided by the Clackamas County Personnel Ordinance.

4. PERS/OPSRP PAYMENT

The County agrees to pay the employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement, it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS/OPSRP, the County and the Union agree to re-open this paragraph to negotiate the impact of such action. It is the intent of the parties that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the County, such as having that sum contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account.

5. REGULAR REPORTING TIME

When employees report for their regularly scheduled shift, work will be provided.

6. ELECTRONIC REMOTE OPERATIONS

An Electronic Remote Operation shall be defined as any authorized work where the employee does not physically report to a work location but performs a work function through electronic access.

An employee who is called to work outside of the employee's regular scheduled shift and volunteers to respond by means of an Electronic Remote Operation shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay but, compensation shall not be paid twice for the same hours. If the work function necessitates that the employee physically report to a work location, the time paid under Electronic Remote Operations response will be rolled into the Call-In Time provided in Section 7 of this Article, of the current collective bargaining agreement but, compensation shall not be paid twice for the same hours.

Any dispute which may arise between the parties involving the application, meaning or interpretation of this memorandum shall first be brought to the Labor Management Partnership Committee for resolution. If the Labor Management Partnership Committee is unable to resolve the dispute the parties agree to follow Article 18 (Settlement of Disputes) of the current collective bargaining agreement. The time lines for step one of Article 18 (Settlement of Disputes) shall begin when the Labor Management Partnership Committee reaches impasse.

7. CALL-IN TIME

Any employee called to report to work outside of his/her regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay but compensation shall not be paid twice for the same hours.

8. STANDBY

Based on the County's operational needs, without the declaration of emergency, the County reserves the right to place employees on "Standby" while they are off duty. (Pre-approved vacation times will be taken into account to avoid hardship.) Standby must be approved by a WES Technical Division Manager or designee prior to an employee being placed on Standby. When an employee is on Standby and receives a request to report to work, the employee must acknowledge the request within thirty (30) minutes via phone call, text message, or any other means of immediate communication available. The employee is expected to physically report to work within ninety (90) minutes of acknowledging the request. While on Standby, the employee shall comply with all County policies that pertain to being fit for duty as well as Drug & Alcohol policies.

An employee on Standby shall receive two (2) hours of regular pay for each twenty-four (24) hour Standby period regardless of whether the employee is called in to work. In the event the employee is called in to perform work, the employee shall be compensated in accordance with Section 7 (Call-In Time) above in addition to receiving the two (2) hours of Standby pay.

In the event an employee does not respond to a request to report for duty while on Standby, or fails to respond within the timelines described above, the employee automatically forfeits the two (2) hours of Standby compensation and may be subject to disciplinary action.

9. OVERTIME

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All authorized work performed in excess of:
 - a. Eight (8) hours in a day or forty (40) hours in a regularly scheduled work week for employees on an eight (8) hour five-day work week; or
 - b. Ten (10) hours in a day or forty (40) hours in a regularly scheduled work week for employees on a ten (10) hour four-day work week; or
 - c. Nine (9) hours in a day or eighty (80) hours in a pay period for employees on a regular 9-80 schedule.

- B. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in thirty (30) minute units as outlined below:
 - a. 0-14 minutes paid at time and one-half (1 ½) for actual time worked;
 - b. 15 – 30 minutes paid for thirty (30) minutes at time-and-one-half (1 ½); and
 - c. 31+ paid at time and one-half (1 ½) for actual time worked.

C. Part-Time Employees:

- a. Employees who work a part-time schedule shall not be required to work hours beyond their regular part-time schedule;
- b. If a part-time employee requests to work beyond their regular schedule, they shall be paid straight time for work until they reach the daily standard schedule for the work group;
- c. If required by management to work hours beyond their regular part-time schedule they shall be paid time and one-half (1 ½) for time in excess of that schedule as outlined in B above.

All paid leave shall be considered time worked for purposes of calculating overtime.

10. DISTRIBUTION

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within the same job classification at each permanent reporting place who voluntarily place their name on a roster to work overtime work; provided, however, that exceptions may be made subject to mutual approval by the County and the Union. If an employee whose name is on the voluntary overtime roster declines overtime work for other than valid reasons as determined by the County two separate times within a thirty (30) day period, that employee's name may be removed from the roster for ninety (90) days. If a sufficient overtime work force cannot be provided by the use of the voluntary roster, either because of a deficiency in the number of individuals on the roster or a lack of qualified individuals, then overtime will be required for all employees and distributed equally as is reasonable among employees with comparable skills within the same job classification at each permanent reporting place. Failure to work required overtime may be subject to disciplinary action short of discharge.

In the event this article or portion thereof becomes unenforceable and/or problematic due to unforeseen circumstances, either party may submit a request, in writing, and be granted a meeting in order to attempt to resolve the issue in question.

11. COMPENSATORY TIME OFF

Compensatory time off is equal to one and one-half (1-1/2) hours off for each hour of overtime worked in lieu of overtime pay, consistent with conditions contained within this section.

A. Accrual

- a. If the overtime is voluntary, the employee shall only be entitled to receive overtime pay. For purposes of this section, voluntary is defined as work that the employee has the right to decline.
- b. If the overtime is mandatory, the employee shall have the right to either overtime pay or compensatory time. For purposes of this section mandatory is defined as work that the County determines must be done regardless of how it is assigned.

B. Use

- a. Employees shall have the right to determine compensatory time off consistent with the needs of the County and such use shall not be denied in a manner that is arbitrary or capricious. Compensatory time may not be used under the following conditions:
 1. In conjunction with use of vacation leave;
 2. If it creates the need for overtime or temporary out of class within the department;
 3. If the employee fails to request use of compensatory time at least twenty-four (24) hours in advance;
 4. If staffing levels or needs do not permit.
- b. The supervisor shall have the discretion to waive any of the above conditions.

Compensatory time shall be earned and then used within the following time frames. Compensatory time unused by these dates will be paid on the paycheck that includes earnings for each end date:

1. July 1 through December 31;
2. January 1 through June 30.

In the event the employee leaves County employment for any reason, accrued compensatory time shall be reimbursed in cash to the employee at the employee's current straight time rate of pay.

12. TRAVEL PAY

Whenever an employee is required to report for work at any location more than fifteen (15) miles from his/her established place of reporting, he/she shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of his/her personal transportation to and from the temporary new location.

13. PORTAL TO PORTAL PAY

Employees shall report to their permanent place of reporting at the designated starting time of the shift and shall return to their reporting place so as to be off work by the designated quitting time.

An exception may be made to this section for an employee who voluntarily requests to begin and/or end their shift at a place other than their permanent place of reporting. Employees who request to make exception to this section shall not travel on their own time and shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of his/her personal transportation.

14. PAYDAY

Employees shall be paid based on a bi-weekly pay period. Paydays will be every other Friday.

In the event an administrative error is made by management which results in a shortage of at least \$25 net pay, the County shall, at the request of the employee, issue a check for the difference within three (3) working days of the employee's notice to the County.

15. COMPUTATION OF HOURLY RATE

Hourly rates are posted on the County website as Pay Plans.

16. RECLASSIFICATION/PCQ REVIEW

If the employee is reclassified into a currently existing classification, the employee shall be reclassified effective the date the employee and/or supervisor signed the Position Classification Questionnaire (PCQ), whichever signed first, and shall receive retroactive pay, if any, to that date. The employee's merit date shall be changed to the first of the month following one (1) year from the effective date of the reclassification.

If the employee is reclassified into a newly developed classification, the employee's reclassification date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to the first of the month following one (1) year from the effective date of the reclassification. The employee may be eligible for up to six (6) months retroactive temporary out of classification (TOC) pay if it is determined that the employee was performing at least 75% of the new classification's duties prior to the new classification creation.

When it is determined that an employee has been performing the work of a higher classification and the employee is not subsequently reclassified since management decided to remove the higher level duties, the employee shall receive TOC pay for the period starting from the date the employee and/or supervisor signed the PCQ, whichever came first.

If, however, there are special circumstances that affect completion of a reclassification, the Director of Human Resources may authorize retroactive TOC pay which exceeds six (6) months and is not limited to the current fiscal year. Such decision shall not be subject to the grievance and arbitration process.

ARTICLE 15 - PERSONNEL RECORDS AND INFORMATION

The parties agree as follows in regard to personnel records and information:

- A. For the purpose of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Department of Human Resources.
- B. Employee personnel files are protected from access by persons other than those authorized by: (1) the employee, or (2) the custodian of the file.
- C. An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's departmental personnel file.
- D. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
- E. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
- F. Any document reflecting caution, consultation, warning, admonishment, and reprimand placed in an employee's personnel file shall be retained for a maximum of three (3) years, unless there is evidence in the file of repeat occurrences. If evidence of a repeat occurrence is found in the file, all related documents will be retained and removed three (3) years from the date the last incident occurred. Other material will be retained as per State records retention requirements. No document reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. If an employee refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of the document shall be sent to the Union.
- G. The County will make a good faith effort to remove a document from an employee's file on the date its minimum retention span expires. Any expired document found in a file will be removed by the County upon notification of its presence. Documents shall be removed prior to the expiration of the retention period stated above, if such removal is agreed to by the County and the Union as part of the settlement of a grievance, or if removal is ordered by a grievance arbitrator appointed under this agreement, ordered by the Employment Relations Board, or ordered by a court.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

1. EMPLOYEES SUBJECT TO DISCIPLINARY ACTION

Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, unpaid suspension, demotion, or discharge; provided, however, in the case of regular employees, such action shall take effect only after the supervisor gives written notice of the action and cause to the employee except for cases of oral reprimand.

2. REPRIMANDS SUBJECT TO APPEAL

Any regular employee in the bargaining unit who is disciplined in writing, suspended, demoted, or discharged shall have the right to appeal the action through the Grievance Procedure. The Union shall submit any such grievance at Step I of the Grievance Procedure no later than ten (10) working days after the effective date of the disciplinary action.

3. MANNER OF REPRIMAND

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

4. PRE-DISMISSAL HEARING

When the County believes there is just cause for discharge, the employee involved will be either placed on paid administrative leave or be allowed to continue to work during the period of review. The employee and the Union will be notified in writing at the time the action is taken that the employee is subject to discharge. Such notification shall state the reasons for which the employee is being discharged. The County shall provide to the employee an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action. The employee shall be entitled to have a representative of their own choosing at the pre-dismissal hearing for the purpose of providing advice and counsel to the employee.

The employee may be granted additional time, at the discretion of the County, to prepare for the pre-dismissal hearing.

5. INITIAL PROBATIONARY EMPLOYEES GRIEVANCE

A probationary employee who has not completed their initial twelve (12) month probationary period with the County shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of this agreement; however, this shall not include any matter involving discipline and/or discharge.

6. ELECTRONIC RECORDINGS/DATA

Video camera recordings, GPS data, and/or other electronic data may be accessed, reviewed and preserved by the County for business reasons. Such recordings/data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording, GPS data, and/or other

electronic data. In the event the County elects to review video, GPS, or other electronic data as part of an investigation, the County shall notify the Union and provide the Union with an opportunity to view the video and/or data. The County will not randomly review video, GPS, or other electronic data for the purposes of disciplining employees. The County understands that it has the burden of proving "just cause" exists to support the discipline or discharge of any non-probationary employee.

ARTICLE 17 - LAYOFF

1. NOTIFICATION

In the event it becomes necessary to effect a reduction in the work force, in any classification or position in any work unit, the County shall notify affected employees and the union in writing at least thirty (30) calendar days in advance of the effective date, except in emergency situations. Such notification will include a list of positions/classifications based on seniority and salary range to which the employee may be qualified to bump.

Employees who wish to participate in the bumping process must notify the Department of Human Resources in writing by 6:00 p.m. of the fifth working day after receiving their notice. At this time, the employee will also identify in writing those available positions/classifications the employee wishes to bump into and a list of their experiences, qualifications, skills and abilities relevant to the identified positions/classifications.

2. LAYOFF ORDER

Within a classification and department, temporary, initial probationary and other employees who do not have regular status will be laid off before employees with regular status. A layoff order shall be established within the bargaining unit on the basis of seniority. Employees who have never attained regular status with the County and who are laid off, will not be placed on layoff registers and do not have displacement/recall rights. No temporary employees will be hired to fill laid off bargaining unit positions.

An employee who has not completed a probationary period following promotion or reclassification as a result of department reorganization, is subject to the layoff rules at the previously held position.

For employees hired prior to July 1, 1994, seniority will be based upon total years of County service. For employees hired, rehired, or transferring into the WES Department, on or after July 1, 1994, seniority will be based upon years of continuous service within the County. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department. If a tie still exists, the tie shall be broken by drawing lots. In computing seniority, the following factors will be taken into account:

- A. Part-time work and job share in a regular status position will count on an accumulative prorated basis of full-time employee (FTE) status.
- B. Time spent on all authorized leaves, including leave without pay, will count.
- C. Time spent in unclassified appointment status will not count.
- D. Initial time spent in temporary or provisional status in the same classification will not count.
- E. Time spent on layoff will not count; however, employees recalled from layoff within two (2) years shall regain previously accrued seniority.

- F. Time spent in previous government service will count if the employee transferred in accordance with ORS 236.610 through 236.640.

Seniority shall be forfeited by discharge for cause, voluntary termination exceeding ninety (90) days or involuntary termination due to expiration of a layoff register.

The County may make an exception to the order of layoff when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation.

3. BUMPING

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the following rights:

- A. Accept the layoff, be placed on the recall register for their classification and proceed through the recall procedures as outlined in Section 5 of this Article, or
- B. Exercise bumping rights by moving to a vacancy or by displacing an employee with least seniority in the same or lower salary range in the department, provided that the bumping employee is qualified to do the work. Employee will be placed on the recall register for their classification.

The qualifications of an employee to bump shall depend upon that employee's demonstrating current possession of the required certifications, knowledge, and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) working days. The County will provide the employee with reasonable orientation and guidance for the position.

Between the tenth (10th) and twentieth (20th) day of this period, the County will provide the employee with a written statement assessing their performance. On the thirtieth (30th) day of this period, if the employee is not performing satisfactorily, the employee will be given a minimum of ten working days' notice of intent to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which the employee was originally laid off.

For bumping purposes, seniority will be defined as length of continuous service within the County. However, for employees hired prior to July 1, 1994, seniority will be based upon total years of County service. For employees hired, rehired, or transferring into the WES Department, on or after July 1, 1994, seniority will be based upon years of continuous service within the County.

Employees cannot bump to a classification with a higher salary range. This is a promotion and shall be accomplished only by normal appointment procedure.

No employee shall have any bumping rights over another employee working under regular appointment in another department.

An employee who displaces an employee in a different classification will be placed on the layoff register for the classification previously held. If an employee displaces another employee in a classification with a lower salary range the employee will be paid at the step in the lower salary range which most approximates their current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

Those employees who are left with no position to bump into as provided above, shall be laid off from employment and shall be eligible for recall per Section 4 of this Article.

4. RECALL

Employees are eligible for recall for a period of two (2) year from the date of layoff. Employees on layoff must keep the County informed of their current address and telephone number during the period of layoff.

Recall shall be on the basis of seniority, with senior employees being called before junior employees, and any new hires or transfers. The qualifications of an employee shall depend upon that employee's demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position.

For purposes of recall, seniority shall be based on the date of seniority that the employee had on the day the employee received the layoff notice.

All temporary work within the department shall first be offered in order of seniority to qualified bargaining unit members on any layoff register. Filling a temporary position will not constitute recall from layoff.

Upon recall to a position in the classification held at time of layoff, the employee will return to the same pay range and step, subject to any cost-of-living adjustments or salary range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, after working the remainder of the merit evaluation period that existed prior to layoff. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

Upon recall to any position in the WES Department, a recalled employee shall have restored all accruals of sick leave, vacation accrual rate and seniority in effect on the date of layoff.

5. RECALL TO OTHER CLASSIFICATIONS

A regular status employee will be placed on the layoff register for recall to the classification held at the time of layoff. The employee may also request placement on

additional layoff register(s) for recall to a position at the same or lower salary range without loss of seniority. Length of time on the layoff register is for a period of two (2) years. All requests must be made in writing to the Director of Water Environment Services within thirty (30) days of the date the employee is laid off and are subject to the approval of the Director of Human Resources. The Director's decision shall be based on job related reasons and is final unless decision is shown to be arbitrary or capricious.

If recalled to a position in a classification not held at time of layoff, the employee will be placed in the step in the new salary range which most closely approximates the employee's pay rate at the time of layoff, subject to any cost-of-living adjustments or salary range changes. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

No recalled employee shall be paid at a rate that exceeds the maximum step of the classification's salary range.

ARTICLE 18 - SETTLEMENT OF DISPUTES

1. **GRIEVANCE AND ARBITRATION PROCEDURE**

To promote better employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or Union will attempt to resolve the issue informally. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP I. A Union representative, with or without the employee, may take up the alleged violation or dispute with the employee's manager within ten (10) working days of its occurrence by submitting a written grievance; if at that time the representative is unaware of the alleged violation or dispute, the representative may take it up within ten (10) working days of the date upon which the representative knew or should have known of its occurrence. Under no circumstances may the grievance or dispute be taken up more than one hundred twenty (120) calendar days after its actual date of occurrence. The written grievance shall identify the facts sufficient to explain the nature of the grievance, specific contract provision(s) allegedly violated, and requested remedy.

The manager, the Union representative, and the employee at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the manager shall respond to the Union representative in writing within ten (10) working days.

STEP II. If the grievance remains unresolved, it may be filed by the Union representative or the Union Grievance Committee to the Department Director within ten (10) working days after the manager's response is due or received, whichever occurs last. The Department Director, the Union representative, and the employee at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Department Director shall respond to the Union representative or the Union Grievance Committee in writing within ten (10) working days.

STEP III. If the grievance still remains unresolved, it may be presented by the Union representative or the Union Grievance Committee to the Board of County Commissioners or to its designee(s) within ten (10) working days after the response of the Department Director is due or received, whichever occurs last. The Board of County Commissioners or its designee(s) shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Board of County Commissioners or their designee shall respond in writing within ten (10) working days.

STEP IV Arbitration. If the grievance is still unsettled, the Union may request arbitration by written notice to the County within ten (10) working days after the reply of the Board of County Commissioners is due or received, whichever occurs last.

If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators with offices in Oregon or Washington shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this Agreement. The arbitrator shall exercise all power relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's decision is adverse.

When the Board of County Commissioners has denied a grievance and arbitration is requested, the parties must, within one year of the date the Board of County Commissioners denies the grievance: 1) select an arbitrator and 2) request a date for the arbitration hearing. If these actions are not taken, the grievance is considered closed without prejudice to the issues presented by the grievance.

2. *MEDIATION*

By mutual agreement between the Union and the County, any grievance filed under the terms of this Article may be referred to mediation at any time during the grievance process. The Union and County agree to equally split the cost of such mediation

3. *CLASS ACTION GRIEVANCE*

If there is a breach of any provision of this Agreement affecting a group of employees, the Union shall have the right to take up such breach.

4. *PROCESSING GRIEVANCES*

Union officials and stewards may investigate and process grievances during working hours within reasonable limits without loss of pay. The grievance timelines set forth above shall be strictly enforced unless the parties mutually agree otherwise in writing.

ARTICLE 19 - CONTRACT WORK

At least thirty (30) calendar days' notice will be given to the Union before the County may contract out or subcontract, except in the case of an emergency as defined in Article 1 (Definitions), Section 2. The County will provide the Union with a copy of the memorandum or Request for Proposal detailing the scope of work to be contracted or subcontracted to effect notice.

At least ninety (90) calendar days' notice will be given to the Union before the County may contract out or subcontract, when such contracting out or subcontracting will result in the layoff of one or more regular employees covered by this Agreement. The County will attempt to place any employees laid off as a result of such action in a position for which the employee is deemed qualified should a vacancy exist at the time of the layoff.

At the time of notification of a proposal for contracting out an entire functional division of WES, the County will supply all comparative analysis data used in the decision process to the Union. Contracting out must show substantial cost savings with no loss of service. Cost savings is the ability to perform work at a reduced cost that is not achieved by lower wages and benefits paid by a contractor. All safety regulations now in place will be adhered to by the contractor or subcontractor. The contractor must supply equipment and related supplies. If the Union can show a competitive counter proposal, the County will drop the contracting out proposal.

ARTICLE 20 - GENERAL PROVISIONS

1. NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, creed, disability, national origin, or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. RULES

The County agrees to furnish to the Union copies of all future work rules to be posted prominently on the bulletin boards for a period of five (5) work days, by the conclusion of which the rules will be deemed accepted and approved by the Union.

3. PROTECTIVE CLOTHING

If any employee is required to wear unique protective clothing or any type of unique protective device, such unique protective clothing or unique protective device shall be furnished to the employee by the County. The cost of maintaining the unique protective clothing or unique protective device including tailoring, cleaning and laundering shall be paid by the County.

Any employee designated by management to wear safety-toed ANSI approved protective boots when performing their assigned duties: Wastewater Plant Operators, Wastewater Mechanics, Wastewater Maintenance Coordinators, Supervising Electrician, Biosolids Technicians, Sanitary and Stormwater Technicians, Wastewater/Stormwater Collections Coordinators, Engineers, WES Assistants, Technical Services Specialists, Technical Services Coordinators, Instrumentation Technician, Source Control Specialists, Source Control Technicians, and Source Control Coordinators. Employees in the following classifications shall be required to wear closed-toe, closed-heel, slip-resistant leather footwear: Laboratory Analyst and Laboratory Technician. Except, however, protective foot wear need not be worn in work situations where no hazard exists. The County will provide \$200.00 per fiscal year for purchase or repair of such protective footwear or accessories, subject to the employee providing a receipt. Receipts may be submitted for reimbursement only twice per fiscal year. Any new or existing classification that is assigned work that requires the wearing of protective footwear will be included in this section.

Employees will not appear in public places wearing protective clothing that, because of its condition, detracts from the image of the department.

4. LAUNDERING

The County agrees to provide daily an adequate number of clean pants, shirts, jackets, and coveralls for the following classifications and personnel:

- Wastewater Plant Operators 1 and 2
- Biosolids Technicians 1 and 2
- Wastewater Mechanics
- Wastewater Maintenance Coordinators
- Sanitary and Stormwater Technicians
- Wastewater/Storm Water Collections Coordinator
- Source Control Specialists and Technicians
- WES Assistants

The County also agrees to provide daily an adequate number of Lab Coats for the following classifications:

- Laboratory Analysts
- Laboratory Technicians

All employees are required to wear the clothing provided.

5. PROMOTIONS, RECRUITMENT, AND SELECTION

A. The following classifications shall be designated as qualification-based or auto-promotive positions:

1. Employees in the Wastewater Operator I classification shall be promoted to Wastewater Operator II upon successful completion of the Wastewater Operator III state certification and probation.
2. Employees within the Sanitary and Stormwater Technician classification will receive merit increases in the Sanitary and Stormwater Technician salary range per their merit increase cycle if the employee meets the specific requirements/criteria outlined in Appendix C (Salary Progression Grid) and has satisfactory job performance.
3. Employees within the Laboratory Technician classification shall be promoted to Laboratory Analyst upon successful completion of the requirements contained in the promotive path and upon successful completion of probation.

B. The County and Union agree that positions will be filled in the following manner:

1. First by recalling names from an existing layoff register by seniority.
2. If no layoff register exists, the County may use an existing eligibility register or may conduct a recruitment. The County will certify a list of names to the Department from the eligibility register that includes all bargaining unit members. All bargaining unit members who are placed on the eligibility register shall receive an interview.

6. VACATION AND SHIFT SELECTION SENIORITY

- A. Classification seniority shall apply in the matter of vacation selection. Consistent with the needs of the County, classification seniority will be a consideration in shift selection and location. It is not the County's intention to be arbitrary, capricious, or discriminatory in administering this clause.
- B. Classification seniority shall be defined as meaning an employee's total length of service within the job classification. In the event that time spent in the classification is equal, seniority shall be determined based on total continuous service within the Union. Should seniority still be equal, it will be determined based on continuous service with the County.
- C. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain full seniority except for such periods of lay off.

7. ESSENTIAL EMPLOYEES – INCLEMENT WEATHER

All essential employees, as designated by the Department, are required to report to work during regular business hours (unless notified otherwise) even when the County may be otherwise closed due to inclement weather/driving conditions. Essential employees will be notified of their status each fall.

If an essential employee determines they are unable to make it to work due to inclement weather, they must contact their supervisor so that the Department can determine if it needs to engage the "Unusual Use of Resources" as outlined in Employment Policy & Practice (EPP) 12. The inability to make it to work should be a verifiable event such as a road closed, ordered by appropriate authorities or other similar circumstances. Commuting distance from work shall not be a reason for failing to report to work.

ARTICLE 21 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY

Many classifications within WES require the employee to maintain a valid driver's license. When a driver's license is suspended or revoked, the County will make reasonable efforts for the employee to continue performing their regular duties. Such efforts will be based on the percentage of driving required by the position and work availability. Decisions concerning situations shall be fact driven and based on departmental workloads and availability of productive work.

This policy covers all WES employees required to hold an Oregon Driver's License and/or Commercial Driver's License to perform the essential functions of their job, and is subject to all applicable State and Federal laws.

Any revocation or suspension of license(s) is subject to the following:

1. Employees requiring a "Class C" Driver License

- A. For a loss of driving privileges up to, and including, forty-five calendar days, the County will assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. The employee may be subject to a "Last Chance Agreement".
- B. For the loss of driving privileges exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee's return to duty may be subject to a "Last Chance Agreement".
- C. For the loss of driving privileges exceeding ninety (90) calendar days, the employee may be discharged.
- D. If any loss of driving privileges is due to substance abuse – either alcohol, prescription drugs, or non-prescription drugs, and treatment is ordered by the court or other legal authority, the employee will provide written verification to the County from the treatment provider verifying that the employee has undergone the appropriate treatment.

2. Employees requiring a "Commercial Driver License" (CDL)

- A. For any loss of driving privileges up to, and including, forty-five (45) calendar days, the County will assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. The employee may be subject to a "Last Chance Agreement".
- B. For the loss of commercial driving privileges (CDL) exceeding forty-five (45) calendar days up to one (1) year, where the employee is able to utilize their class "C" driver license, the County may assign/provide work at a reduced pay rate that the employee can perform without the requirement of the CDL license, if such work is available. This reduced rate shall be 3.5% below their current pay rate in their current classification. The employee may return to regular duties, at their regular rate of pay, upon acquiring the

appropriate driving privilege (or license reinstatement). If the County does not provide work for the employee, the Union will be notified within five (5) working days and the employee will be placed on any applicable layoff register as written in Article 17 (Layoff), Sections 4 and 5. The employee may be subject to a "Last Chance Agreement".

- C. For the loss of all driving privileges (CDL & class "C") exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a "Last Chance Agreement".
- D. For the loss of all driving privileges (CDL and Class C), exceeding ninety (90) calendar days, the employee may be discharged.

3. Probationary Employee

Probationary employees who lose driving privileges shall be subject to termination.

ARTICLE 22 – ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY

Employees seeking treatment for drug or alcohol abuse will be encouraged and supported in doing so.

The employee may return to their position upon completion of an inpatient/residential treatment program and/or may remain in their regular position while participating in an ongoing outpatient treatment program without penalty or jeopardizing their employment with the County.

Time used for purposes of assessment, evaluation, counseling, and treatment of alcohol and drug dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above-stated purposes related to alcohol or drug dependency shall be in accordance with the same requirements which would apply to any other illness or injury. If no sick leave or vacation time is available for an employee to use for these purposes, an employee may use leave without pay as long as the employee's supervisor is notified in writing.

A voluntary, confidential support network of fellow Water Environment Services employees may be available to employees with alcohol and/or drug dependency problems to be utilized in times of need.

ARTICLE 23 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.

ARTICLE 24 – OVER/UNDERPAYMENTS

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

1. UNDERPAYMENTS

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Manager, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

2. PAYMENTS IN ERROR

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the County shall only recover, the overpayment for a period of one-hundred eighty (180) days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Manager in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification.

3. REPAYMENT TO THE COUNTY

As soon as the overpayment is known, the County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

- A. The County Payroll Manager shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
 - a. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
 - b. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (d) below.
 - c. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
 - d. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee

may grieve the determination through the grievance procedure.

- e. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
- B. Employees can elect to either establish a payment plan through payroll deductions as described under Section 3(A)(c) of this Article or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W2 form by the amount repaid.

ARTICLE 25 – DRUG AND ALCOHOL TESTING POLICY

The County and the Union agree to abide by the Department-wide Drug and Alcohol Testing Policy for employees covered by the Federal Highway Administration U.S. Department of Transportation regulations. Said policy will not be unilaterally modified except to the extent such modifications are mandated by changes to the federal regulations. The County will provide the Union with advance notice of any such modifications. The Drug and Alcohol Testing Policy can be found on the WES intranet page.

ARTICLE 26 - TERMINATION

This agreement shall become effective as of July 1, 2018 or upon full ratification by both the Union and the County, whichever occurs last and shall remain in full force and effect until the 30th day of June, 2021, or the date of signing of a subsequent Agreement whichever last occurs. It shall be automatically renewed on July 1, 2021, and each year thereafter unless either party shall notify the other in writing no later than March 15th that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than May 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date notice is received.

This Agreement may be amended at any time by mutual agreement of the Union and County; such amendments shall be in writing and signed by both parties.

RATIFICATION

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2019.

FOR THE UNION:

FOR THE COUNTY:

Patrick Leach
President AFSCME-WES

Chair Jim Bernard
Board of County Commissioners

Bill Heilman
Bargaining Team Member

Recording Secretary

Charo Miller
Bargaining Team Member

Eric Sarha
Bargaining Team Member

Manuel Contreras
Bargaining Team Member

Greg Geist
Bargaining Team Member

Ross Kiely
AFSCME Council Representative

Greg Eyerly
Bargaining Team Member

Chanin Bays
Bargaining Team Member

Doug Waugh
Bargaining Team Member

Lauren Haney
Bargaining Team Member

Sherryl Childers
Bargaining Team Member

Adam Collier
Chief Negotiator

APPENDIX A – COMPENSATION SCHEDULE FOR AFSCME-WES

WAGE SCHEDULE
JULY 1, 2018 – JUNE 30, 2021

COLA: 2.8%

APPENDIX B – FOUR DAY WORK WEEK

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
By and between
AFSCME WES
And
Clackamas County

All requests for exception should be made to the employee's supervisor at least two (2) weeks prior to the date the employee is requesting the exception to take place. Individual employees may request exceptions to the four-day work week, as established below, for personal or business reasons by filling out the "Employee Request for Schedule Adjustment during Four-Day Workweek" form. Requests for personal exceptions, excluding ADA, medical exemptions or religious reasons, shall be made to the employee's direct supervisor

Exceptions to the Four Day Work Week

Exceptions may apply where required for business purposes or public service reasons. Personal exceptions may be made for ADA or medical accommodations, child or family care, educational or transportation commitments, or other personal reasons or community service commitments.

Allowances for exceptions will be made consistent with the needs of the county and may include: flexible schedules as defined in Article 7 (Hours of Work), Section 4, alternative work schedules allowing work on Friday via alternative work location, telecommuting, or other creative options.

Requests for individual exceptions to the regular schedule will be prioritized by the following order of importance:

1. ADA or medical accommodations (requires application and physician documentation) or religious accommodation requests. **This category of importance will be reviewed through Human Resources.**
2. Child care or family care center hours and contractual obligations to drop off or pick up family.
3. Educational commitments (previously scheduled classes) or transportation schedules (need to catch a bus, carpool that have limited options for alternate times).
4. Other personal reasons or community service commitments.

If the request is denied, the employee may appeal the Supervisor's decision:

- 1) To the Department Director.
- 2) If an employee's personal exception request is denied by the Director, the employee may appeal the denial to the Human Resources Director, or designee, whose decision will be final and not subject to the grievance and arbitration process of the collective bargaining agreement.

Denials of requests must be in writing and provide an explanation for the denial. Denials cannot be for arbitrary and capricious reasons

For Clackamas County

For AFSCME

APPENDIX C – S&S TECH PROGRESSION

Effective June 12, 2013, employees in the Sanitary and Stormwater Technician (S&S Tech) Classification are eligible to receive merit increases within their salary range per their merit increase cycle if the employee meets the specific requirements/criteria outlines in the Salary Progression Grid below and has satisfactory job performance.

Salary Progression Grid (3.5% increase)

Salary Range	Timeline	Requirements/Criteria		
Minimum	None	None		
3.5 percent increase	Must obtain before 6 month review	CDL B or better with tank endorsement		
3.5 percent increase	Must obtain before end of one (1) year probation	Collections System 1 Certification from DEQ	California State University - Operations and Maintenance of a Wastewater Collections System 1 & 2	Competent Person Certification
Merit increases will continue based on satisfactory job performance until 3.5% below midpoint				
Midpoint	Must obtain before getting to midpoint otherwise will stay 3.5% under midpoint	Proficient with CMMS and all other commonly used office programs	Collections System 2 Certification from DEQ	Start an accredited surface water education program that issues CEUs (plant identification classes; watershed health, etc.) (ex: Portland State University/California State University)
Merit increases will continue based on satisfactory job performance until 3.5% below maximum				
Maximum	Must obtain before getting to max point otherwise will stay 3.5% under max	Collections System 3 Certification from DEQ or better	Four (4) Continuing Education Units (CEUs) from an accredited surface water education program that issues CEUs (plant identification classes; watershed health, etc.) (ex: Portland State University/California State University)	

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