

AGENDA

Thursday June 7, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-49

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation Acknowledging the Housing Authority of Clackamas County's 80th Birthday (Chuck Robbins, Community Development)

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.)*

Clackamas County Service District No. 1

1. Resolution No. _____ for a Clackamas County Service District No. 1 Supplemental Budget Greater than 10% for Fiscal Year 2017-2018 (Greg Geist, Water Environment Services)

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 Professional Services Agreement No. 8345, Amendment No. 21 with Mt. Hood Home Care Services, LLC to Provide Oregon Project Independence In-Home Care for Clackamas County Residents – *Social Services*
2. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 3 with Hoodland Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

3. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 3 with North Clackamas Parks & Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
4. Approval of Amendment No. 1 to the Workplan Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Emergency Housing Assistance Expansion Funds – *Social Services*
5. Approval of a Professional, Technical, and Personal Services Contract with Cascadia Behavioral Healthcare, Inc., to Provide Flexible Funding Services – *Behavioral Health*
6. Approval of US Department of Housing and Urban Development (HUD) Continuum of Care Planning Grant Agreement for Planning Activities – *Housing & Community Development*
7. Authorization to Sign Grant Award Documents with the US Department of Housing & Urban Development for Continuum of Care Program Funds – *Housing & Community Development*
8. Approval of a Construction Contract between Clackamas County and PCR Inc. for the Jennings Lodge Pedestrian Improvements Project – *Housing & Community Development*
9. Approval of a Grant Agreement with Public Health Accreditation Board for the Public Health National Center for Innovations Innovation Diffusion Program – *Public Health*
10. Approval of an Intergovernmental Agreement with Multnomah County for the Community Paramedic Opioid Overdose Response – *Public Health*
11. Approval of Amendment No. 11 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. Resolution No. _____ Supporting the Transportation and Growth Management Grant for a Clackamas County Transit Development Plan
2. Approval of a Contract with Eagle-Elsner, Inc. for the Canby Paving Package - *Procurement*
3. Approval of a Contract with Capitol Asset & Pavement Services for Pavement Ratings - *Procurement*

C. Elected Officials

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

D. Technology Services

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Sunbreak Electronics LLC

E. County Counsel

1. Designation of Newspaper for 2017 Property Tax Foreclosure Publication

F. Juvenile Department

1. Approval of an Intergovernmental Agreement with the City of Gladstone for Youth Work Crews for the Project Payback Program
2. Approval of an Intergovernmental Agreement with Multiple Cities (Canby, Estacada, Happy Valley, Lake Oswego, Molalla, Oregon City, West Linn) for Diversion Panel Services for At Risk Youth
3. Approval of Amendment No. 8 to Intergovernmental Agreement No. 0607133 with Multnomah County for Secure Custody Detention Beds for Juvenile Offenders

G. Human Resources

1. Approval of a Labor Contract between Clackamas County and the Clackamas County Peace Officers' Association (POA)

V. DEVELOPMENT AGENCY

1. Approval of a Second Amendment to the Disposition Agreement with Clackamas Corporate Park, LLC

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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. www.clackamas.us/bcc/business.html

June 7, 2018

Housing Authority of Clackamas County
Board of Commissioners

Members of the Board:

Housing Authority of Clackamas County's 80th Anniversary

Purpose/Outcomes	Memorialize Housing Authority of Clackamas County's 80 th Anniversary
Dollar Amount and Fiscal Impact	None
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective May 4 th , 2018
Previous Board Action	None
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Individuals and families in need are healthy and safe • Grow a vibrant community • Sustainable and Affordable Housing • Build public trust through good government
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the Board of County Commissioners acknowledge the 80th Anniversary of the Housing Authority of Clackamas County, the first Housing Authority in the State of Oregon.

On May 4th, 1938, the County Court of Clackamas County unanimously adopted a resolution to form a Housing Authority "declaring the need for a housing authority in the County of Clackamas, Oregon."

The County Court of Clackamas County determines, finds and declares, in pursuance of the "Housing Authorities Law" of the State of Oregon, that:

1. Insanitary and unsafe inhabited dwelling accommodations exist in the County of Clackamas, Oregon; and
2. There is a shortage of safe and sanitary dwelling accommodations in the County of Clackamas, Oregon, available to persons of low income at rentals they can afford; and
3. There is need for a Housing Authority in the County of Clackamas, State of Oregon.

On July 29, 1940 the Housing Authority of Clackamas County Board approved a resolution authorizing a Loan Agreement with the United States Housing Authority to purchase and develop projects OR1-1 Oregon City and OR1-2 West Linn. While the West Linn project was never developed, the first Public Housing in Oregon was developed on a 16 acre site known as Victoria


Heights. During a special meeting on September 19, 1941, the Board of Commissioners named the housing development "Clackamas Heights."

The second housing project was Hillside Park, a 15-acre parcel, purchased in September 1940 for \$8,500. During a July 17, 1941 meeting, the Board of Commissioners named the housing development "Hillside Park." During that same meeting, the Board of Commissioners determined "wood was adopted for fuel for both cooking and heating purposes" at Hillside Park. During construction of Hillside Park, the Board of Commissioners decided that each resident would need covered shelters, "to enable tenants to keep their wood fuel dry during the winter months." Construction of 100-units was complete by 1942.

Today, HACC owns and operates over 900 affordable housing units, including transitional, tax credit, farm-worker, group homes and general affordable housing. Included in this number HACC also owns and manages 545 Public Housing units, where 1,235 Clackamas County residents call home. HACC also provides housing for 3,424 Clackamas County residents through the administration of 1,681 Section 8 vouchers.

While we have experienced many changes in the eighty years since 1938, the mission of HACC has remained constant. Our number one priority has been to secure and utilize essential federal funding to ensure that the most vulnerable residents of Clackamas County will always have access to safe, secure and affordable housing. Through the years many loyal and dedicated HACC Commissioners and Directors, both past and present, have served HACC. They were supported by the dedication and experience of HACC professional staff, who on a daily basis strive to offer efficient and knowledgeable service to their clients and neighbors. It is with this goal and mission that HACC looks forward to providing many more years of exceptional service to those in need of affordable, decent, safe and sanitary housing within Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services



Gregory L. Geist
Director

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Service District No. 1 Supplemental Budget
(Greater Than Ten Percent) for Fiscal Year 2017-2018

Purpose/Outcome	Approval of a Supplemental Budget Change for FY 2017-2018.
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$28,490,713.
Funding Source	No General Funds involved. Includes Net Working Capital and Miscellaneous Income.
Duration	July 1, 2017 - June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017; Appropriation Transfer Approved May 10, 2018.
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560

BACKGROUND:

This supplemental budget for Clackamas County Service District No. 1 (“District”) is necessary to accomplish the integration of the District into the municipal partnership Water Environment Services (“WES”) by the end of this fiscal year. No request for additional operating expenditures is being made; this supplemental budget simply allows the budgetary transfer of the District’s anticipated end-of-year reserves into WES in accordance with Oregon Budget Law. The attached resolution reflects the changes requested by the department in keeping with a legally accurate budget. These changes are in compliance with ORS 294.473, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget fund(s) being adjusted. The required notices have been published.

The Sanitary Sewer Operating Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES’ Sanitary Sewer Operating Fund.

The Sanitary Sewer System Development Charge Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES’ Sanitary Sewer System Development Charge Fund.

The Sanitary Sewer Construction Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES' Sanitary Sewer Construction Fund.

The Surface Water Operating Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES' Surface Water Operating Fund.

The Surface Water System Development Charge Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES' Surface Water System Development Charge Fund.

The Surface Water Construction Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES' Surface Water Construction Fund.

The State Loan Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES' State Loan Fund.

The Revenue Bond Fund is requesting to recognize additional net working capital and miscellaneous income. This fund is also appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of fiscal year 2017-18 to be made to WES' Revenue Bond Fund.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Supplemental Budget Resolution and Attachment A in order to maintain a legally accurate budget during the integration of Clackamas County Service District No. 1 into Water Environment Services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist
Water Environment Services Director

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

In the Matter of Providing Authorization to
Clackamas County Service District No. 1
Regarding Adoption of a Supplemental Budget
for Items Greater Than 10 Percent
of the Total Qualifying Expenditures and
Making Appropriations for Fiscal Year 2017-18

Resolution No. _____
Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget is necessary to accomplish the integration of Clackamas County Service District No. 1 into the municipal partnership Water Environment Services by the end of fiscal year 2017-18;

WHEREAS, a supplemental budget of \$28,490,713 for the period of July 1, 2017 through June 30, 2018, inclusive, has been prepared and published in accordance with local budget law for Clackamas County Service District No. 1;

WHEREAS, a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 7, 2018;

WHEREAS, the funds being adjusted are the Sanitary Sewer Operating Fund, Sanitary Sewer System Development Charge Fund, Sanitary Sewer Construction Fund, Surface Water Operating Fund, Surface Water System Development Charge Fund, Surface Water Construction Fund, State Loan Fund and the Revenue Bond Fund; and

WHEREAS, it is in the best interest of Clackamas County Service District No. 1 to approve this greater than 10 percent change in appropriations for the period of July 1, 2017 through June 30, 2018.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 THAT:

Pursuant to its authority under ORS 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A, which by this reference is made a part of this Resolution.

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of Clackamas County
Service District No. 1

Chair

Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET
 CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
 Exhibit A
 CHANGES OF GREATER THAN 10% OF BUDGET
 June 7, 2018**

SANITARY SEWER OPERATING FUND

Revenues:	
Net Working Capital	\$ 1,052,456
Miscellaneous Income	3,941,382
Total Revenue	<u>\$ 4,993,838</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 7,332,838
Contingency	(2,339,000)
Total Expenditures	<u>\$ 4,993,838</u>

Sanitary Sewer Operating Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Sanitary Sewer Operating Fund.

SANITARY SEWER SYSTEM DEVELOPMENT CHARGE FUND

Revenues:	
Net Working Capital	\$ 294,891
Miscellaneous Income	3,005,458
Total Revenue	<u>\$ 3,300,349</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 4,292,349
Contingency	(992,000)
Total Expenditures	<u>\$ 3,300,349</u>

Sanitary Sewer System Development Charge Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Sanitary Sewer System Development Charge Fund.

**SUMMARY OF SUPPLEMENTAL BUDGET
 CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
 Exhibit A
 CHANGES OF GREATER THAN 10% OF BUDGET
 June 7, 2018**

SANITARY SEWER CONSTRUCTION FUND

Revenues:	
Net Working Capital	\$ 133,119
Miscellaneous Income	10,959,975
Total Revenue	<u>\$ 11,093,094</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 14,525,831
Contingency	(3,432,737)
Total Expenditures	<u>\$ 11,093,094</u>

Sanitary Sewer Construction Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Sanitary Sewer Construction Fund.

SURFACE WATER OPERATING FUND

Revenues:	
Net Working Capital	\$ 651,975
Miscellaneous Income	3,288,886
Total Revenue	<u>\$ 3,940,861</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 4,718,861
Contingency	(778,000)
Total Expenditures	<u>\$ 3,940,861</u>

Surface Water Operating Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Surface Water Operating Fund.

**SUMMARY OF SUPPLEMENTAL BUDGET
 CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
 Exhibit A
 CHANGES OF GREATER THAN 10% OF BUDGET
 June 7, 2018**

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Revenues:	
Net Working Capital	\$ 11,973
Miscellaneous Income	1,109,422
Total Revenue	<u>\$ 1,121,395</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 1,171,395
Contingency	(50,000)
Total Expenditures	<u>\$ 1,121,395</u>

Surface Water System Development Charge Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Surface Water System Development Charge Fund.

SURFACE WATER CONSTRUCTION FUND

Revenues:	
Net Working Capital	\$ 90,108
Miscellaneous Income	1,800,003
Total Revenue	<u>\$ 1,890,111</u>
Expenditures:	
Not Allocated to Organizational Unit	
Special Payments	\$ 2,547,611
Contingency	(657,500)
Total Expenditures	<u>\$ 1,890,111</u>

Surface Water Construction Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also transferring from contingency and appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Surface Water Construction Fund.

**SUMMARY OF SUPPLEMENTAL BUDGET
 CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
 Exhibit A
 CHANGES OF GREATER THAN 10% OF BUDGET
 June 7, 2018**

STATE LOAN FUND

Revenues:

Net Working Capital	\$ 68,155
Miscellaneous Income	1,126,615
Total Revenue	\$ 1,194,770

Expenditures:

Not Allocated to Organizational Unit	
Special Payments	\$ 1,194,770
Total Expenditures	\$ 1,194,770

State Loan Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' State Loan Fund.

REVENUE BOND FUND

Revenues:

Net Working Capital	\$ 159,801
Miscellaneous Income	796,494
Total Revenue	\$ 956,295

Expenditures:

Not Allocated to Organizational Unit	
Special Payments	\$ 956,295
Total Expenditures	\$ 956,295

Revenue Bond Fund is requesting to recognize additional Net Working Capital and Miscellaneous Income. The fund is also appropriating all of the additional revenues to allow for a special payment constituting the entirety of fund reserves remaining at the end of FY 2017-18 to be made to the municipal partnership Water Environment Services' Revenue Bond Fund.

June 7, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Professional Services Agreement #8345, Amendment #21 with Mt. Hood Home Care Services, LLC to provide Oregon Project Independence (OPI) in-home care for Clackamas County Residents

Purpose/Outcomes	This provides Oregon Project Independence (OPI) in-home care for to Clackamas County residents. These services enable residents to remain engaged in their community
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$93,030 for a revised contract maximum of \$220,530. The contract is funded through the Social Services Division Program agreement with the Oregon Department of Human Services.
Funding Source	The Oregon Project Independence (OPI) allocated State General Funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on December 31, 2018
Previous Board Action	None
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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	8345

Background

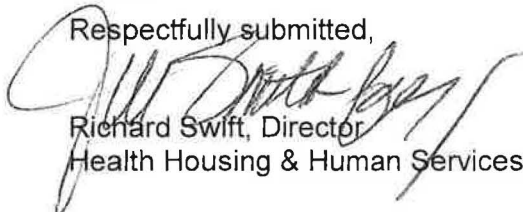
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Professional Services Agreement #8345, Amendment #2 with Mt. Hood Home Care Services, LLC. This amendment adds to the maximum compensation and extends the contract term through December 31, 2018.

This amendment increases the agreement amount by \$93,030 to provide funding for an additional six months of service under this agreement. The amended agreement maximum is \$220,530. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2017 and continues through December 31, 2018.

Recommendation

We recommend the approval of this agreement and that Richard Swift, Director of Health, Housing and Human Services Dept. be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
 Health Housing & Human Services

Professional Services Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8345 SubRecipient #: N/A Board Agenda #: _____

Division: Social Services Amendment Number: 2

Contractor Mt Hood Home Care Services, LLC

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that increases the total OPI funded contract amount. This results in an increase to the contract budget of \$93,030.

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.

This Amendment #2, when signed by the Mt Hood Home Care Services, LLC; formerly Sandy Home Care Services, Inc, ("AGENCY") and the Human Health and Housing Services Department 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 AGENCY and COUNTY entered into those certain Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the AGENCY and County desire to amend the Agreement pursuant to this Amendment; and

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

I. AMEND: I. SCOPE OF SERVICES, B. Term

B. Services required under the terms of this agreement shall commence July 1, 2017 and shall terminate June 30, 2018.

TO READ: I. SCOPE OF SERVICES, B. Term

B. Services required under the terms of this agreement shall commence July 1, 2017 and shall terminate ***December 31, 2018***.

II. Amend: II. COMPENSATION AND RECORDS, A. Compensation

2. The maximum compensation allowed under this contract is \$127,500 in Oregon Project Independence (OPI) funding funding for the delivery of authorized OPI In-Home Services.

TO READ: II. COMPENSATION AND RECORDS, A. Compensation

2. The maximum compensation allowed under this contract is \$220,530 in Oregon Project Independence (OPI) funding funding for the delivery of authorized OPI In-Home Services.

III. Amend: Exhibit 2, Budget

II. HOURLY RATE FOR SERVICES– Effective 7/1/17 through 6/30/18

IADL/Home Care Services:	\$24.00
ADL/Personal Care Services:	\$24.00
RN Services:	\$62.31

TO READ: Exhibit 2, Budget

II. HOURLY RATE FOR SERVICES – Effective 7/1/18 through 12/31/18

IADL/Home Care Services:	\$24.72
ADL/Personal Care Services:	\$24.72
RN Services:	\$62.31

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Except as set forth herein, the County and the AGENCY 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.

Mt Hood Home Care Services, LLC.		CLACKAMAS COUNTY	
By: <u>Mary Sandercock</u> Mary Sandercock, Director/Owner		Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humbertson Commissioner: Paul Savas Commissioner: Martha Schrader	
Date: <u>5/11/18</u>		Signing on Behalf of the Board:	
Approved as to Content: <u>Erin Martinez</u> Erin Martinez, Operations Manager		_____ Richard Swift, Director Department of Human Services	
Date: <u>May 11 2018</u>		Date: _____	

COPY

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #3
with Hoodland Senior Center to Provide Social Services
for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the Hoodland Senior Center provide Older American Act (OAA) funded services for persons in the Villages of Mt Hood area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$82,979 for a revised agreement maximum of \$167,928. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through Special Transportation Formula (STF) 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-A10
Strategic Plan Alignment	<ol style="list-style-type: none"> 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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8364; Subrecipient #18-008-03

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with Hoodland Senior Center provide Older American Act (OAA) funded services for persons in the Villages of Mt Hood area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

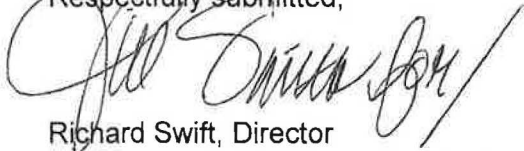
This is a budget adjustment that distributes the OAA program funding, as well as the State SPA funds for approved evidence-based Physical Activity/Falls Prevention programming, Ride Connection transportation pass through Special Transportation Formula funds and LIHEAP funding for services to be provided during the 2018-19 fiscal year.

This amendment adds \$82,979 for a revised agreement maximum of \$167,928 for the 2018-19 fiscal year and extends the term of the agreement to 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 typed name below.

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8364 Subrecipient #: 18-008 Board Agenda #: 071317-A10

Division: Social Services Amendment Number: 3

Contractor: Hoodland Senior 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 \$82,979.

This Amendment #3, when signed by the Hoodland 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 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:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

4. Grant Funds. The maximum, not to exceed, agreement amount that the COUNTY will pay is \$76,774. 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 \$27,195 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 \$2,000 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 \$44,379 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 \$9,450 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 \$1,250 for Low Income Home Energy Assistance (LIHEAP) application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

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 **\$82,979**. 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 **\$27,565** 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 **\$2,000** 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 **\$42,564** 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 **\$9,600** 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 **\$1,625** for Low Income Home Energy Assistance (LIHEAP) application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
- I. **Amend:** 9.Administrative Requirements **m. Specific Conditions.** The COUNTY requests that SUBRECIPIENT provide, on a monthly basis, year-to-date profit and loss statements for the organization as a whole for the duration of this agreement.

To Read: 9.Administrative Requirements **m. Specific Conditions.** None

II. Amend: Exhibit 2 Transportation Provider Standards, A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

TO READ: All the above with the addition of:

3. SUBRECIPIENT shall pay for all preventative maintenance and other repair costs incurred in a timely manner. Invoices shall be submitted by SUBRECIPIENT for eligible vehicles, specified in Section C. Vehicles, paragraph 1, as per Section C. Vehicles, paragraph 2.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Hoodland Senior Center
 Fiscal Year 2017-18

Amend:

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
								STF Funds	5310 Funds OR-65-012					
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3hd	16aaORT3PH		16AAORNSIP				N/A				
CFDA Number	93.044	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)	(14)	(15)
Case Management	853				95							53.7	\$948	\$15.89
Reassurance	1,060				118							67	\$1,178	\$15.82
Information & Assistance	3,122				347							425	\$3,469	\$7.34
Public Outreach	250				28							5	\$278	\$50.00
Transportation - OAA	1,000				111							200	\$1,111	\$5.00
OAA/NSIP Food Service		2022	3538		618	2,600					3,840	4,000	\$12,618	\$2.12
OAA Meal Prog. Mngt.		2619	4581		801							4,000	\$8,001	\$0.65
Evidence Based Falls Prevention Classes				5,550	0		9,450					200 Classes	\$15,000	\$75.16
Transp. - Ride Con Out of Dist.					0			8,349			522	1044	\$8,871	\$8.00
STF - Van/Vol or Taxi					0			37,030			738	1,475	\$37,768	N/A
Ride Con - Vehicle Maint					256.75				2,000.00			N/A	\$2,257	N/A
LIHEAP Applicatoin					\$0					1250		50	\$1,250	\$25.00
TOTALS	\$6,285	\$4,641	\$8,119	\$5,550	\$2,375	\$2,600	\$9,450	\$45,379	\$2,000	\$1,250	\$5,099	\$11,320	\$92,748	

Page 4 of 6

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

Source of OAA Match - Staff time

Contracted Amount \$85,274

Federal Award Totals \$29,195

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

Hoodland Senior Center
 Fiscal Year 2018-19

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE	
								STF	5310 Funds						
								Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3hd	16aaORT3PH		16AAORNSIP	
CFDA Number	93.044	93.045	93.045	93.043		93.053		N/A	20.513	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)	(14)	(15)	
Case Management	853				95							53.7	\$948	\$15.89	
Reassurance	1,060				118							67	\$1,178	\$15.82	
Information & Assistance	3,122				347							425	\$3,469	\$7.34	
Public Outreach	250				28							5	\$278	\$50.00	
Transportation - OAA	1,000				111							200	\$1,111	\$5.00	
OAA/NSIP Food Service		2022	3538		618	2,520					3,840	4,000	\$12,538	\$2.10	
OAA Meal Prog. Mngt.		2619	4581		801							4,000	\$8,001	\$0.65	
Evidence Based Falls Prevention Classes				6,000	0		9,600					208 Classes	\$15,600	\$75.16	
Transp. - Ride Con Out of Dist.					0			6,534			408	817	\$6,942	\$8.00	
STF - Van/Vol or Taxi					0			36,030			738	1,475	\$36,768	N/A	
Ride Con - Vehicle Maint					256.75				2,000.00			N/A	\$2,257	N/A	
LIHEAP Applicatoins					\$0					1250		50	\$1,250	\$25.00	
TOTALS	\$6,285	\$4,641	\$8,119	\$6,000	\$2,375	\$2,520	\$9,600	\$42,564	\$2,000	\$1,250	\$4,986	\$11,093	\$90,339		

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

Source of OAA Match - Staff time


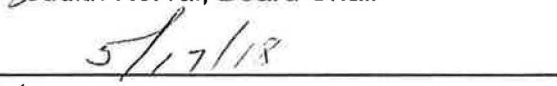
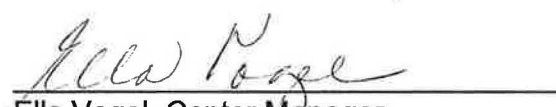
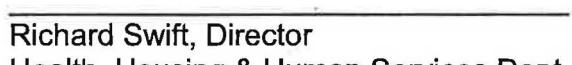
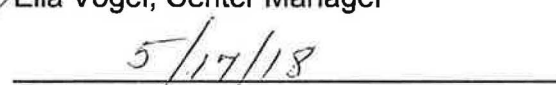
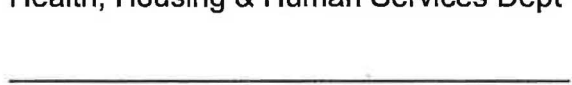
Contracted Amount \$82,979

Federal Award Totals \$29,565

Hoodland Senior Center
Subrecipient Grant Agreement #18-008, 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.

Hoodland Senior Center	CLACKAMAS COUNTY
By:  Judith Norval, Board Chair	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
 Date 5/17/18	Signing on Behalf of the Board:
Approved as to Content:	
 Ella Vogel, Center Manager	 Richard Swift, Director Health, Housing & Human Services Dept
 Date 5/17/18	 Date

June 7, 2018

COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #3 with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons within the North Clackamas Parks and Recreation District.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$339,650 for a revised agreement maximum of \$685,888. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through Special Transportation Formula (STF) funds and TriMet General Fund, as well as 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	070617-A8
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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8344

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons living within the North Clackamas Parks and Recreation District. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

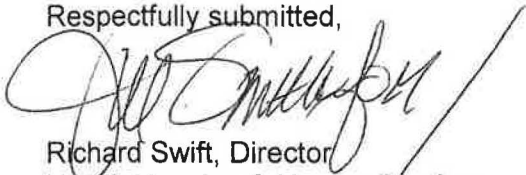
This is a budget adjustment that distributes the OAA program funding, as well as the State SPA funds for approved evidence-based Physical Activity/Falls Prevention programming, Ride Connection transportation pass through Special Transportation Formula/TriMet General funds and LIHEAP funding for services to be provided during the 2018-19 fiscal year.

This amendment adds \$339,650 for a revised agreement maximum of \$685,888 for the 2018-19 fiscal year and extends the term of the agreement to 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", is written over the typed name and title.

Richard Swift, Director
Health Housing & Human Services

Interagency Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8344

Board Agenda #: 070617-A8

Division: Social Services

Amendment Number: 3

Contractor: North Clackamas Park & Rec. District – Milwaukie Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) 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 \$339,650.

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.

This Amendment #3, when signed by the North Clackamas Park & Rec. District – Milwaukie Center ("CONTRACTOR") 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 CONTRACTOR 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 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:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than ***July 1, 2018*** and not later than ***June 30, 2019***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

North Clackamas Park & Rec. District – Milwaukie Center
 IAA – H3S Agreement #8344, Amendment 3

I. AMEND: AGREEMENT

A. Compensation. H3S-SSD shall compensate the NCPR-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is: is \$346,238:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$27,782
Older Americans Act III-C1	93.045	\$107,738
Older Americans Act III-D	93.043	\$750
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$39,325
Special Program Allocation (State Fund SPA)	N/A	\$750
Low Income Home Energy Assistance (LIHEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$38,038
STF/Ride Connection: Vehicle Maintenance	20.513	\$7,500
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$7,238
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$16,562

TO READ:

A. Compensation. H3S-SSD shall compensate the NCPR-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is: is \$339,650:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	<u>\$25,563</u>
Older Americans Act III-C1	93.045	<u>\$108,277</u>
Older Americans Act III-D	93.043	<u>\$900</u>
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	<u>\$37,643</u>
Special Program Allocation (State Fund SPA)	N/A	\$750
Low Income Home Energy Assistance (LIHEAP)	N/A	<u>\$4,375</u>
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	<u>\$34,038</u>
STF/Ride Connection: Vehicle Maintenance	20.513	\$7,500
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$7,238
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$16,562

I. **Amend:** Exhibit 2 Transportation Provider Standards, **A. Vehicle Standards**

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

TO READ: All the above with the addition of:

3. **SUBRECIPIENT shall pay for all preventative maintenance and other repair costs incurred in a timely manner. Invoices shall be submitted by SUBRECIPIENT for eligible vehicles, specified in Section C. Vehicles, paragraph 1, as per Section C. Vehicles, paragraph 2.**

Amend

Milwaukie Center
Fiscal Year 2017-18

Page 4 of 6

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA IIIE Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									In Dist	STF	5310 Funds							
									TriMet Funds	Funds	OR-65-012							
Federal Award Number	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP											
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053											
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867								1,500	1,560	10,166	\$5.00	
OAA/NSIP Food Service		13,519	52,426			1,503	39,325							58,080	60,500	164,853	\$1.83	
OAA Meal Site Mngt.		14,263	55,312			1,586									60,500	71,161	\$0.24	
Physical Activity/ Falls Prevention				750		0		750							20 classes	1,500	\$75.00	
Caregiver Respite Program					9,228	2,307									160	11,535	\$57.50	
Transportation - T19						0					7,230	16,570			1,700	23,800	\$9.75	
Transportation Ride Con						0			34,200					3,986	4,560	38,186	\$7.50	
STF Transport. Van/bus						0				38,038					2,171	38,038	\$17.52	
Ride Con - Vehicle Maint						719				7,500					N/A	8,219	N/A	
LIHEAP Intakes													3,750		150	3,750	\$25.00	
TOTALS	\$53,377	\$27,782	\$107,738	\$750	\$9,228	\$12,051	\$39,325	\$750	\$34,200	\$38,038	\$7,500	\$7,230	\$16,570	\$3,750		\$421,854		

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

Source of OAA Match - Staff time

Contract Amount: \$346,238

Federal Award Total: \$245,700

North Clackamas Park & Rec. District – Milwaukie Center
IAA – H3S Agreement #8344, Amendment 3
II. AMEND: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

To Read

Milwaukie Center
 Fiscal Year 2018-19

	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIID	OAA IIIE	Required	NSIP	Other State Funds	Ride Connection			TriMet	MEDICAID	LIHEAP	Program Income	NO. OF UNITS	TOTAL COST	REBURSE- MENT RATE
	Funds	Funds	Funds	Funds	Funds	Match	Funds		In Dist	STF	5310 Funds	STF Funds	Funds	Funds				
	Federal Award Number	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A		16AAORNSIP	TriMet	Funds	OR-65-012	N/A	N/A				
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053		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)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867									1,500	1,560	10,166	\$5.00
OAA/NSIP Food Service		12,439	52,688			1,383	37,643								57,360	59,750	161,513	\$1.80
OAA Meal Site Mngt.		13,124	55,588			1,459										59,750	70,172	\$0.22
Physical Activity/ Falls Prevention				900		0		750								22 classes	1,650	\$75.00
Caregiver Respite Program					9,228	2,307										160	11,535	\$57.50
Transportation - T19						0						7,230	16,570			1,700	23,800	\$9.75
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				34,038						1,943	34,038	\$17.52
Ride Con - Vehicle Maint						719					7,500					N/A	8,219	N/A
LIHEAP Intakes														4,375		175	4,375	\$25.00
TOTALS	\$53,377	\$25,563	\$108,277	\$900	\$9,228	\$11,804	\$37,643	\$750	\$34,200	\$34,038	\$7,500	\$7,230	\$16,570	\$4,375	\$62,846		\$414,300	

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

Source of OAA Match - Staff time

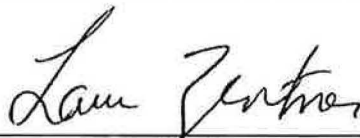
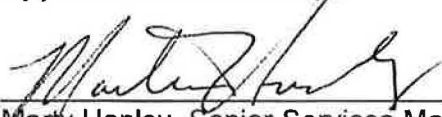
Contract Amount: \$339,650

Federal Award Total: \$242,488

North Clackamas Park & Rec. District – Milwaukie Center
IAA – H3S Agreement #8344, 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.

North Clackamas Parks & Rec. Dist.	CLACKAMAS COUNTY
By:  _____ Laura Zentner, Interim Director Business & Community Services 4/25/18	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date	Signing on Behalf of the Board:
Approved as to Content:	_____ Richard Swift, Director Health, Housing & Human Services Dept
 _____ Marty Hanley, Senior Services Manager	_____ Date
4-24-18 _____ Date	

COPY

June 7, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Workplan Amendment #1 to an Intergovernmental Agreement with
 the State of Oregon, Housing and Community Services Department
to administer EHA Expansion Funds

Purpose/Outcomes	This Workplan Amendment to the agreement provides Emergency Housing Assistance (EHA) funds for emergency winter housing and shelter.
Dollar Amount and Fiscal Impact	The Workplan Amendment adds \$782,107 for a current revenue value of \$8,292,886.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division. No County General Funds are involved and there is no match requirement.
Duration	July 1, 2017 through June 30, 2019
Previous Board Action	The original agreement was approved by the Board of County Commissioners on July 20, 2017, agenda item 07202017-A5.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	8395

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of a WorkPlan Amendment to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department (OHCS) to administer Emergency Housing Assistance (EHA) Expansion Funds.

OHCS is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS was created in 1991 when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower income individuals and families in their efforts to become self-reliant. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

The 2018 Oregon Legislature approved additional one-time-only EHA Expansion Funds through HB 5201. OHCS approved an allocation of \$782,107 to Clackamas County to provide emergency winter housing and shelter. SSD plans to utilize the funds to operate a mobile housing services project that will provide immediate shelter, rent assistance and comprehensive case management for up to 37 households experiencing homelessness. This funding will allow SSD to hire 2 FTE's on a Limited

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

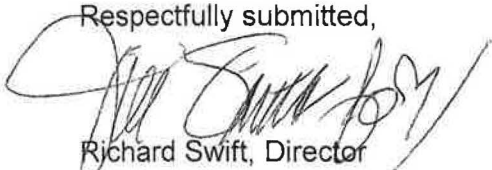
Duration basis to operate the program. Funding will also be utilized to provide assistance with temporary emergency shelter through a motel voucher program. Administrative and indirect costs are not eligible under this funding stream.

The EHA Expansion Funds can be utilized through the current biennium, July 1, 2017 through June 30, 2019. No County General Funds are involved and there is no match requirement. This was reviewed and approved by County Counsel on May 16, 2018.

RECOMMENDATION:

Staff recommends the approval of this amendment and that Richard Swift, H3S Director, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name and title.

Richard Swift, Director
Health, Housing and Human Services Department



OHCS USE	Contract Number: _____
	Amendment Number: _____ Program # _____

2017-2019 MGA Workplan Amendment Request Form

Agency: Clackamas County Social Services Division (CCSSD)

Requestor: Jessica Diridoni Phone: 503 655-8646 Email: jdiridoni@clackamas.us

Instructions for completing this form:

- To change funding or scope of work for **Housing/Facilities Acquisition or Rehabilitation/Conversion** projects, **DO NOT complete this form**. Please contact your Program Analyst directly.

- To change your **Agency information**, complete Section 1 and Section 5
- To change a **Contact person** at your agency (such as gatekeeper, executive director, deputy director or program staff/supervisor, please send an email to crd.reports@oregon.gov. You will receive the appropriate form to update.
- To add/edit/delete a **Subrecipient**, complete Section 2, Section 4 and Section 5.
- To change the **scope of your Workplan**, complete Section 3, Section 4 and Section 5
- To change funding or scope of work for **Community Capacity Building**, complete Section 3, Section 4 and Section 5.

SECTION 1 - Agency Information Change

Legal Entity Name: _____

DBA Name (if applicable): _____

Address/City/State/Zip: _____

Phone: _____ Fax: _____

SECTION 2 - Subrecipient Information Change

The subgrantee is responsible for ensuring that the subrecipient(s) meet(s) the minimum OHCS standards as described in the Master Grant Agreement, program rules, regulations, policies, guidelines and program manuals and that all data will be entered in the HMIS, according to HUD Technical and Data Standards. Failure to meet these minimum requirements could affect future funding opportunities.

Add this subrecipient Delete this subrecipient Edit this subrecipient

Name: _____

Address/City/State/Zip: _____

Programs: EHA/EHA-DRF EHA-DRF-VET ERA ESG HSP HTBA LIRHF SHAP
 EHA Expansion

Counties/Regions Served: _____

Target Population: _____

Primary Service Component: _____

Does this subrecipient have the capacity to enter information in HMIS? Yes No

If not, how will their client data be reported to OHCS?

Add this subrecipient Delete this subrecipient Edit this subrecipient

Name: _____

Address/City/State/Zip: _____

Programs: EHA/EHA-DRF EHA-DRF-VET ERA ESG HSP HTBA LIRHF SHAP
 EHA Expansion

Counties/Regions Served: _____

Target Population: _____

Primary Service Component: _____

Does this subrecipient have the capacity to enter information in HMIS? Yes No

If not, how will their client data be reported to OHCS? _____

SECTION 3 - Program Scope of Work Change

Program: EHA-Phase 1 EHA-Phase 2 EHA Phase 3 EHA-VET ERA ESG HSP
 HTBA LIRHF SHAP-Phase 1 SHAP-Phase 2 EHA Expansion

Description of current Scope of Work:

The current Scope of Work for EHA Phases 1-3 includes using subgrantee funding for transitional housing, homelessness prevention, rapid-rehousing and community capacity building. This includes expansion of Coordinated Housing Access and tenant education, rental subsidy and assistance, financial assistance, case management service costs, and a Homeshare program expansion. Additionally, the EHA Scope of Work includes funding shelter operations, homelessness prevention and rapid re-housing programs through Coordinated Housing Access for subrecipients, and a community capacity component for the 2019 Point in Time Homeless Count.

Description of proposed changes to the Scope of Work:

In addition to the current EHA scope of work described above, Clackamas County will use the EHA expansion funds to operate a mobile housing services project that will provide immediate shelter, rent assistance and comprehensive case management for up to 37 households experiencing homelessness.

SECTION 4 - Justification

A **Need:** *(If OHCS does not execute this amendment, what community need goes unmet?)*
If this amendment is not executed 37 homeless households in Clackamas County will remain unhoused.

B **Alternative solutions:** *(Were other solutions considered?)*
Creating a new emergency shelter for this population with one time funds is not feasible. Best practice for working with families experiencing homelessness is to utilize a Rapid Re-Housing model, which this proposal does.

C **Risk assessment:** *(Would the subgrantee incur a risk or liability if this amendment is not executed?)*
If this amendment is executed it will help house approximately 37 additional households experiencing homelessness in Clackamas County. This funding aligns with Clackamas County's strategic priorities to ensure safe, healthy and secure communities as well as to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. Without adequate resources in place, CCSSD's ability to expand services to additional households experiencing homelessness will be in jeopardy.

SECTION 5 – MGA Work Plan Amendment Approval

This amendment is executed upon the latest date signed by the signatories below:

Agency Program
Coordinator
signature

Date: [Click here to enter a date.](#)

Printed Name: Erika Silver, Human Services Manager

Agency Executive
Director signature

Date: [Click here to enter a date.](#)

Printed Name: Richard Swift, Director, Health, Housing and Human Services Dept.

OHCS Program
Analyst signature

Date:

Printed Name: _____

Submission Process

Complete and sign form. Send form electronically to: crd.reports@oregon.gov. Once approved, OHCS will sign and return completed form to your agency's gatekeeper.

EHA Work Plan Amendment Application		
EHA Expansion Funds		
Subgrantee: Clackamas County Social		
EHA Allocation Amount: \$782,107		
Allocation amount = Admin + Program dollars.		
EHA Expansion Funds Budget		
<i>Administration restricted to Maximum 10%, including subgrantee and all subrecipients' amounts.</i>	Grant Amount Requested	Percentage of EHA Budget
Administration (Subgrantee)	\$ -	0.0000%
Administration (Subrecipients)	\$ -	0.0000%
Subgrantee/Subrecipient Administrative Totals	\$ -	0.0000%
Program Delivery (Subgrantee)		
Street Outreach		0.0000%
Emergency Shelter	\$ 90,000.00	11.5074%
Transitional Housing		0.0000%
Homelessness Prevention		0.0000%
Rapid Re-Housing	\$ 692,107.00	88.4926%
Supportive In-Home Services		0.0000%
Data Collection		0.0000%
Housing/Facilities Acquisition		0.0000%
Rehab/Conversion		0.0000%
Community Capacity Building		0.0000%
Subgrantee Program Delivery Total	\$ 782,107.00	100.0000%
Program Delivery (Subrecipients)		
Street Outreach		0.0000%
Emergency Shelter		0.0000%
Transitional Housing		0.0000%
Homelessness Prevention		0.0000%
Rapid Re-Housing		0.0000%
Supportive In-Home Services		0.0000%
Data Collection		0.0000%
Housing/Facilities Acquisition		0.0000%
Rehab/Conversion		0.0000%
Community Capacity Building		0.0000%
Subrecipient Program Total	\$ -	0.0000%
Subgrantee/Subrecipient Program Totals	\$ 782,107.00	100.0000%
Total EHA Administrative and Program Funds	\$ 782,107.00	100.0000%

NOTE: If selecting Housing/Facilities Acquisition, Rehab/Conversion or Community Capacity Building, please contact your Program Analyst for further instructions.

Expansion Funds

Unduplicated Households Served



Oregon

Governor Kate Brown

Housing and Community Services

North Mall Office Building
725 Summer St NE, Suite B
Salem, OR 97301-1266
PHONE: (503) 986-2000
FAX: (503) 986-2020
TTY: (503) 986-2100
www.ohcs.oregon.gov

March 30, 2018

Brenda Durbin, Division Director
Clackamas County
2051 Kaen Road #290
Oregon City, OR 97045

RE: HB 5201 EHA Expansion Funding Allocation

Dear Ms. Durbin,

We are pleased to notify you that the 2018 Legislature has approved an allocation of \$782,107 of additional Emergency Housing Account (EHA) funds to Clackamas County to provide emergency winter housing and shelter. Your allocation represents an approximately 9% reduction from your original request of \$856,800. To address this reduction in your proposed use of the funding, I reduced the projected 40 family households served to 37 households. Since these funds are meant to directly provide emergency winter housing and shelter, we will not fund administrative costs or supplemental staff materials and services. However, please note that materials and services and travel for direct service workers are allowable under case management. Please let me know as soon as possible, if this reduction further changes your proposed scope of work.

These are one time only funds that can be used throughout the 2017-19 biennium for the following:

- Increase shelter capacity—additional motel vouchers available to homeless family households through Mobile Housing Services;
- Increase housing assistance—additional case management and rent assistance to transition and/or stabilize homeless family households in permanent housing through Mobile Housing Services.

In order to adequately respond to questions and data requests expected from the Legislature and the Governor's office regarding the effective use of this state investment, use of these funds must be reported separately in both ServicePoint and OPUS and require a distinct project naming convention. In addition to separate data reporting, OHCS is requiring a written summary detailing how Clackamas County used its additional funds to meet the needs outlined above. Please submit a 1-2 page summary report no later than December 31, 2018, to crd.reports@oregon.gov.



To facilitate receipt of these funds, please complete the attached MGA workplan/budget amendment forms. These completed forms should be sent to the OHCS gatekeeper at crd.reports@oregon.gov . If you have any questions regarding this allocation please contact your Program Analyst at vicki.r.massey@oregon.gov or Roserria.Roberts@oregon.gov.

Sincerely,



Marilyn Miller, Manager
Homeless Services Section
marilyn.k.miller@oregon.gov

June 7, 2018

COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with
Cascadia Behavioral Healthcare, Inc., to provide Flexible Funding Services

Purpose/Outcomes	Provide flexible funding services to clients enrolled in HealthShare of Oregon Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$22,000.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP)
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8764

BACKGROUND:

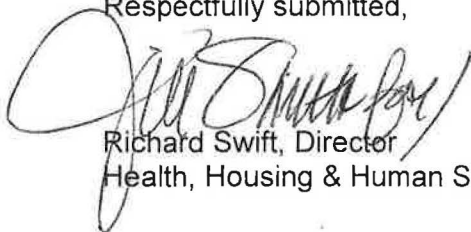
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8764 with Cascadia Behavioral Healthcare, Inc., to provide flexible funding for OHP Providers to assist clients with needs not otherwise covered by OHP. Expenditures are approved by Clackamas County Behavioral Health (CCBH) Care Coordinators in accordance with CCBH Client Supports & Services Funds Policy.

This Contract, reviewed and approved by County Counsel on May 7, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$22,000.

RECOMMENDATION:

Staff recommends Board approval of this contract and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT # 8764

This Professional, Technical, and Consultant Services Contract (this "Contract") is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **Cascadia Behavioral Healthcare, Inc.**, hereinafter called "CONTRACTOR".

CONTRACT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to administer flexible services to clients enrolled in Health Share of Oregon Clackamas County as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to CONTRACTOR shall not exceed **\$22,000.00**.

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.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this Contract. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial

books, documents, papers and records of CONTRACTOR which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of COUNTY.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of COUNTY, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 **Indemnification.** CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Contract.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Contract.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 **Insurance.** COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, CONTRACTOR shall maintain in force, at its own expense, each insurance noted in **Exhibit D**.

5.3 **Governing Law; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in the **Exhibit D**.

5.8.2 Oregon Constitutional Limitations. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- i. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this Contract.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this Contract are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing, and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of Contract) to CONTRACTOR, may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- i. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this Contract.
- v. If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Contract with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
Cascadia Behavioral Healthcare, Inc.
PO Box 8459
Portland, OR 97207

If to COUNTY:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

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

**CASCADIA BEHAVIORAL
HEALTHCARE, INC.**

COUNTY OF CLACKAMAS

Authorized Signature

Date

Richard Swift

Date

Health, Housing, and Human Services

Name / Title (Printed)

146332-18

Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon

Entity Type / State of Formation

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) – Planning Grant Agreement for planning activities associated with the CoC

Purpose/Outcomes	Approval of a new, but previously held federal grant for planning to support homeless programs and services in Clackamas County.
Dollar Amount and Fiscal Impact	Total CoC funds for this grant agreement is \$67,004.
Funding Source	The fund source is the HUD Continuum of Care Grant award from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of this grant agreement is 1 year, beginning July 1, 2018 and ending June 30, 2019.
Previous Board Action/Review	081717-A1
Strategic Plan Alignment	1. Provide sustainable and affordable housing. 2. Ensure safe, healthy and secure communities.
Contact Person	Abby Ahern, Housing & Community Development Division, 503-650-5663.
Contract No.	H3S 7835

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a Continuum of Care (CoC) agreement with HUD for planning activities associated with the CoC. The CoC is a group of individuals and organizations with the common purpose of planning and implementing a housing and services system for people who are homeless. CoC members identify and advocate for the needs of people who are homeless and develop short and long term plans to mitigate homelessness in Clackamas County.

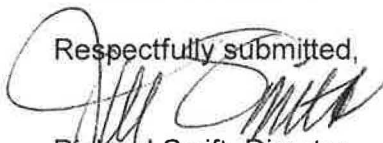
CoC planning activities include preparing, planning and designing the continuum's annual application to HUD for homeless services, participating in the Consolidated Plan process, evaluating the outcomes of CoC projects and monitoring recipients of CoC funds for compliance with program requirements.

This agreement has been reviewed by County Counsel on May 29, 2018.

RECOMMENDATION:

Staff recommends Board approval of the CoC Planning Grant Agreement with HUD and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0250L0E071700
Effective Date: 5/15/2018
DUNS No.: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0250L0E071700
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 67004 for project number OR0250L0E071700. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 67004
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 0

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins _____ and ends _____. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
 5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0250L0E071700
Effective Date: 5/15/2018
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0250L0E071700			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Director

(Typed Name and Title of Authorized Official)

(Date)

June 7, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Authorization to Sign Grant Award Documents with the U.S Department of Housing and Urban Development for Continuum of Care Program (CoC) funds

Purpose/Outcomes	Authorization to sign renewal grant award documents for the HMIS (Homeless Management Information Systems) grant from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding. HMIS is required by HUD to track data about serving the homeless population.
Dollar Amount and Fiscal Impact	The HMIS grant agreement totals \$70,862 of funding revenue.
Funding Source	U.S. Department of Housing & Urban Development
Duration	July 1, 2018- June 30, 2019
Previous Board Action	081717-A1
Strategic Plan Alignment	1. Homeless individuals served by CoC programs will move to or maintain stable housing. 2. Ensure safe, healthy and secure communities
Contact Person	Abby Ahern, Program Planner, 503-650-5663
Contract No.	NA

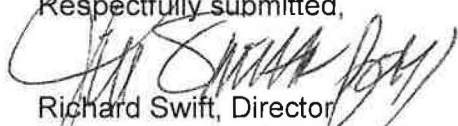
BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to sign grant award documents with the U.S. Department of Housing and Urban Development for Continuum of Care Program funding. The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness.

RECOMMENDATION:

Staff recommends the approval to execute the CoC HMIS grant agreement and that Richard Swift, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0099L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 70862 for project number OR0099L0E071710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 66372
k. Administrative costs	\$ 4490

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins 07-01-2018 and ends 06-30-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
 5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
 6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0099L0E071710
Effective Date: 5/15/2018
DUNS No.: 096992656

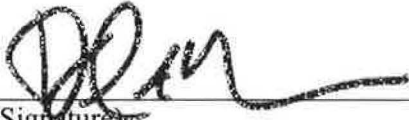
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0099L0E071710			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

May 15, 2018

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Construction Contract between Clackamas County and PCR Inc. for the
Jennings Lodge Pedestrian Improvements Project

Purpose/ Outcome	The Construction Contract will allow for the Housing and Community Development Division to hire PCR Inc. for construction services for the Jennings Lodge Pedestrian Improvements Project. The work will consist of earthwork, installation of signage, ADA ramps, curbs, sidewalks, rock compaction, asphalt overlay in the public-right-of-way. SE Jennings Lodge Avenue will be connected to SE Portland Avenue. This project is north as well as adjacent to Candy Lane Elementary School. This project will improve pedestrian and vehicular access to the school and this Milwaukie neighborhood. This project is in a low to moderate income neighborhood, determined by U.S. HUD Census Tract information, and meets a national objective. The project is approved for construction.
Dollar Amount and Fiscal Impact	Community Development Block Grant funds in the amount of \$240,000. DTD will provide an estimated \$87,700 dollars for construction funds. Total Estimated total construction cost of \$327,700. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	June 15, – September 30, 2018, Planned Construction Schedule.
Previous Board Action/ Review	CDBG Action Plan approved May 5, 2016
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and sure communities.
Contact Person(s)	Steve Kelly – Housing and Community Development: Ext. 5665 Bob Knorr – Department of Transportation and Development: Ext. 4680
Contract No.	H3S 8862

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Contract with PCR Inc. for the Jennings Lodge Pedestrian Improvements Project. The Construction Contract determines the roles of PCR Inc. and the County regarding contract administration, project management, and engineering during project construction.

The Contract was reviewed and approved by County Counsel on May 7, 2018.

Healthy Families. Strong Communities.

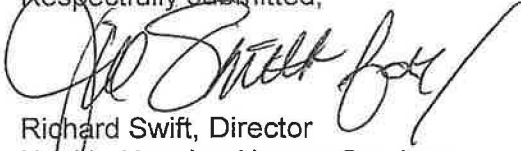
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

We recommend the approval of this Contract and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR**

OWNER

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

PCR, Inc.
PO Box 630
Beavercreek, OR 97004

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and PCR, Inc. (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2018, ODOT Standard Specifications for Construction) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work to: Construct 970 feet of pedestrian improvements adjacent to the west side of Candy Lane Elementary School on Portland Avenue between Hull Avenue and Jennings Avenue. The improvements will be: a multi-use pathway with new signage, new curb and sidewalk with new and updated signage, stormwater and intersection paving improvements, sidewalk ramps that comply with Americans with Disabilities Act (ADA) standards.

ARTICLE 2: ENGINEER

The Project has been designed by DOWL Engineering Consultant who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by August 31, 2018, 5pm with a contract completion date by September 7, 2018, 5pm, for agreed punchlist item(s).** The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **75 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be the Amount of **Three Hundred Twenty-Seven Thousand Seven Hundred Dollars (\$327,700.00)** which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every

reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in

connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations,

explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit. CONTRACTOR is required to provide to OWNER a Builders Risk Policy based on the award of the project.

7.2.3. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 13, inclusive).
- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.

8.4. 2018 ODOT Standard Specifications for Construction (Cover, TOC, total pages 149, inclusive).

8.5. Supplementary Conditions, including:

Special Conditions (pages 1 to 12, inclusive).

HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).

Federal Prevailing (Davis-Bacon) Wage Decision: OR18001 Modification: No. 2 Type: Highway, Dated: 3/16/2018 (pages 1 to 17 inclusive).

State of Oregon (BOLI) Wage Rates Decision: January 1, 2018 (pages 1 to 31 inclusive).

State of Oregon Wage Rates Amendment (BOLI): April 1, 2018 (page 2)

8.6. Special Provisions bearing the title "Jennings Lodge Pedestrian Improvements-Portland Avenue" (pages 1 to 101, provided by Kenneth Rehms of DOWL Engineering).

8.7. County Signage: The County will provide for project.

8.8. Addenda Number: 1, 23 pages.

8.9. CONTRACTOR's Bid Proposal w/ First Tier List: (pages 1-9, inclusive).

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Standard Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and

enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: TAX LAWS

10.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle OWNER to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to OWNER'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OWNER shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and OWNER may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10.2. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;

- c. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

ARTICLE 13: DEBT LIMITATION

This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

[Signature Page To Follow]

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR

OWNER

PCR, Inc.

Clackamas County, Oregon

PO Box 630, Beaver Creek, OR 97004

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

Signing on Behalf of the Board

By: _____



By: _____

Jeffrey R. Cox, President

Richard Swift, Director
Health, Housing and Human Services
Department

5-29-18
Date Signed

Date Signed

93-1259592
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

134134
Oregon Commercial Contractor's Board No.

COPY

June 7, 2018

Clackamas County,
Board of County Commissioners

Members of the Board:

Approval of the Grant Agreement with Public Health Accreditation Board (PHAB) for the Public Health National Center for Innovations (PHNCI) Innovation Diffusion program

Purpose/Outcomes	Clackamas County Public Health Division (CCPHD) will develop a web-based tool to assist with community engagement related to the Blueprint for a Healthy Clackamas County. The software that will be used is the Universal Community Planning Tool (UCPT) and will be provided by Public Health National Center for Innovations.
Dollar Amount and Fiscal Impact	Grant award \$15,000. No County General Funds are involved. No matching funds required.
Funding Source	Public Health National Center for Innovations (PHNCI)
Duration	June 25 – October 31, 2018
Strategic Plan Alignment	1. Improved community safety and health 2. Build a strong infrastructure
Previous Board Action	None
Contact Person	Dawn Emerick, Public Health Division Director 503.505.0214
Contract No.	8737

Background:

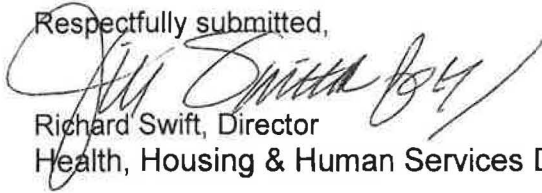
The Public Health Division of the Health, Housing & Human Services Department, requests the approval of the Grant Agreement with Public Health Accreditation Board (PHAB) for the Public Health National Center for Innovations (PHNCI) Innovation Diffusion program. CCPHD submitted a phase 1 application to gain approval to apply for the final phase on April 12, 2018. On April 27, 2018, PHNCI invited the Public Health Division to apply for the final phase in the application process. This project will facilitate collaboration between the Public Health Division, other H3S Divisions, PGA, and TS to develop a web-based tool to assist with community engagement related to the Blueprint for a Healthy Clackamas County. The software that will be used is the Universal Community Planning Tool (UCPT) and will be provided by Public Health National Center for Innovations.

This grant agreement funding is for \$15,000. This Agreement is effective June 25, 2018 and will terminate on October 21, 2018. This Agreement has been reviewed by County Counsel on May 24, 2018.

Recommendation:

Staff recommends the Board approve CCPHD's request to apply for PHNCI - Innovation Diffusion Grant opportunity and further recommend 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 "Richard Swift", written over the typed name.

Richard Swift, Director
Health, Housing & Human Services Department



REGRANTING AGREEMENT

This Regranting agreement (this "Agreement") is entered into by and between the **Public Health Accreditation Board** ("PHAB"), a Washington, DC not-for-profit corporation, and **Clackamas County Public Health** (the "Grantee"), a government agency, each individually a "Party" and collectively the "Parties":

Clackamas County Public Health	93-6002286
Grantee Name	(Federal Tax ID No.)
2051 Kaen Road, Suite 367	
(Address)	
Oregon City, OR 97045	503-742-5300
(City, State and Zip)	(Phone)

WHEREAS, PHAB is a 501(c)(3) tax-exempt not-for-profit corporation inspired by the principles to Advance Public Health Performance through Accreditation and Innovation. PHAB's purposes are to establish and conduct programs that will foster sustainable and repeatable innovation to improve Public Health delivery and infrastructure. This Agreement is entered to further these tax-exempt purposes of Advancing Public Health Performance.

WHEREAS the Grantee seeks to enter this Agreement with PHAB whereby, as set forth herein, PHAB will receive contributions for the Grantee and provide related support to the Grantee.

WHEREAS, PHAB has determined that the Grantee's Program is consistent with PHAB's purposes and that acting as a fiscal sponsor to the Grantee will further PHAB's goals.

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. **PURPOSE OF AGREEMENT.** To provide Grantee funding to achieve the stated goals per the approved proposal as outlined in "Attachment I – Grantee's Proposal" and "Attachment II – Statement of Work."
2. **TERM OF AGREEMENT.** The term of the Agreement shall be from 06-25-2018 to 10-31-2018. Expiration of this term or termination of this agreement shall not extinguish any rights or obligations of the parties which have accrued prior thereto. After closing date, this agreement can be extended and/or supplemented at PHAB's discretion.
3. **AMOUNT OF GRANT AWARD.** PHAB agrees to pay Grantee \$15,000 for the Grantee's Program as defined by the Grantee's Proposal, Attachment I. Funds will be dispersed in two payments. The first, upon grant agreement execution, in the amount of \$5,000. The second and final payment, in the amount of \$10,000, will be issued upon submission and approval of all final deliverables, at the end of the project period.
4. **LEGAL STATUS.** The Grantee shall provide PHAB with its governing documents showing that it is an official public health agency, or if a private entity, a completed and filed IRS Form 1023, showing Grantee's separate existence as a 501(c)(3) tax-exempt organization.

5. FISCAL SPONSORSHIP. PHAB shall receive grants on behalf of the Grantee to be used for the Program (“Program Funds”). PHAB will maintain separate accounting for the Grantee’s Program Funds and shall make such funds available for Program purposes on the terms set forth herein.
6. PERMITTED USE OF PROGRAM FUNDS. Grantee recognizes and acknowledges that the funds issued under this Agreement are pursuant to a grant received by PHAB from the Robert Wood Johnson Foundation, as such this Agreement incorporates by reference the Letter of Agreement with the Robert Wood Johnson Foundation, and the terms and conditions contained therein, signed by PHAB on December 7, 2016. The Grantee shall use the Program Funds from PHAB solely for the purposes and activities of the Program, as approved by PHAB and set forth in “Attachment I – Grantee’s Proposal” and “Attachment II – Statement of Work.”. Any changes in the purposes or activities of the Program as agreed to between the Parties must be aligned with the mission of PHAB and notification of such changes must be submitted to PHAB (in writing or by email) before implementation.

Program Funds will be used for project expenses, including staff salaries, consultant fees, data collection and analysis, meetings, supplies, project-related travel, and other direct project expenses.

Grantee agrees that any polls or surveys funded as part of this Agreement, if any, shall comply fully with the Robert Wood Johnson Foundation Guidelines for Funding and Releasing Polls and surveys, available at <http://www.rwjf.org/en/library/research/2012/07/robert-wood-johnson-foundation-survey-guidelines.html>.

If any portion of disbursed funds are not used for the purposes agreed to with PHAB or are used for any of the Prohibited Activities set forth in Section 14 of this Agreement, the Grantee shall reimburse that amount (the “Reimbursable Amount”) to PHAB in accordance with the provisions of that Section; provided, however, that PHAB, in its sole discretion, may agree instead to deduct the Reimbursable Amount from its next disbursement of funds to the Grantee, if any such disbursement is anticipated.

7. OWNERSHIP OF FUNDS. The Grantee understands that, in compliance with Internal Revenue Service (“IRS”) regulations, PHAB retains full legal ownership of and control over Program Funds contributed on behalf of the Grantee’s programs until such funds are released to the Grantee in accordance with this Agreement. PHAB retains the right, if the Grantee materially breaches this Agreement or if the Grantee’s conduct jeopardizes PHAB’s legal or tax status as a nonprofit, tax-exempt corporation, to withhold, withdraw, or demand immediate return of Program Funds and to spend such Program Funds so as to accomplish the purposes of the Program as nearly as possible within PHAB’s sole judgment, subject to the terms of applicable grant agreements and charitable trust law.

The Grantee is not an agent of PHAB and is not authorized to make any binding commitments, either express or implied, to funding sources on behalf of PHAB.

8. ACKNOWLEDGMENT AND REPORTING. PHAB shall: maintain an accounting of Program Funds provided to Grantee; furnish evidence of its tax-exempt status to funders upon request; acknowledge receipt of Program Funds as required by law; and complete and submit any financial reports required or requested by funders detailing Program activities about PHAB’s activities or status as the Grantee’s fiscal sponsor.

To enable PHAB to meet these obligations, Grantee shall maintain complete and accurate records (including any relevant receipts) of all income received and expenses incurred, as well as all other documents related to any Program Funds for which PHAB is the fiscal sponsor, and shall submit

these records to PHAB, upon request, for examination and review. Grantee shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under this Agreement and shall retain substantiating documents, such as bills, invoices, cancelled checks, and receipts in its files for at least four (4) years after expiration of this Agreement.

9. MANAGEMENT OF PROGRAM FUNDS BY AGENT. PHAB shall promptly administer all Program Funds received by and for the Grantee. PHAB will hold Program Funds received on the Grantee's behalf as a fund solely for the Grantee's purposes, segregated from all other funds held by PHAB on PHAB's books. PHAB shall conduct an annual audit of all PHAB accounts, at no additional cost to the Grantee.
10. DISBURSEMENT OF PROGRAM FUNDS. The Grantee shall receive 50% of the grant award issued upon execution of this Agreement, 40% upon receipt and acceptance of grant year end, and 10% after the final financial and Program reports have been provided by Grantee. PHAB shall disburse these amounts within fourteen (14) days of each period described above.
11. REPORTING. Grantee shall furnish financial reports at the end of each 6-month budget period, or upon any expiration or termination (pursuant to Section 22) of this Agreement, or repayment obligations under this Agreement. These financial reports shall show actual expenditures reported as of the date of the report against the approved line item budget using the template provided by PHAB. Grantee shall furnish narrative reports at the end of each 6-month period and the final narrative report to PHAB, which shall include a report on the progress that Grantee made toward achieving the Program's purposes and any problems or obstacles encountered in the effort to achieve the Program's purposes. All financial reports shall be furnished to PHAB within thirty (30) days after the close of the period for which the reports were made. Grantee shall retain all financial reports for at least four (4) years after expiration of this Agreement.
12. AGENT REPORTING OBLIGATIONS. PHAB shall report to the IRS all disbursements to the Grantee as the law may require. PHAB shall be responsible for its own tax reporting, tax compliance, or tax liabilities arising out of or in connection with any payments made by PHAB to the Grantee or to third parties on the Grantee's behalf under this Agreement. The Grantee, as a separate legal entity, shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
13. EMPLOYEES. The Grantee shall maintain relevant employee personnel information, W-4 and I-9 forms for all employees of the Grantee who are hired to work on projects included in PHAB's fiscal sponsorship of the Grantee. Further, the Grantee will be solely responsible for all expenses associated with employees including payroll costs, workers' compensation, and unemployment fees. PHAB reserves the right to inspect the required documentation.
14. PROHIBITED ACTIVITIES. The Grantee shall not use any portion of Program Funds to participate or intervene in any political campaign or ballot measure on behalf of or in opposition to any candidate for public office, not induce or encourage violations of law or public policy, nor cause any private inurement or improper private benefit to occur, nor take any other action inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3).

The Grantee shall not use any portion of Program Funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of IRC Section 4945(d)(1) or to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2).

The Grantee shall not use any portion of Program Funds to provide a grant to an individual for travel, study, or similar purpose within the meaning of IRC Section 4945(d)(3) without prior

written approval of PHAB. Payment of salaries, other compensation, or expense reimbursement to Grantee's employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

The Grantee shall not use any portion of Program Funds to subsidize individuals for the costs of their health care or to support clinical trials of unapproved drugs.

The Grantee shall not use any portion of Program Funds for purposes other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals within the meaning of IRC Section 170(c)(2)(B). If any Program Funds are used for purposes other than those described in IRC Section 170(c)(2)(B), Grantee shall repay to PHAB that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under IRC Section 4945.

The Grantee shall promptly repay any portion of the Program Funds that, for any reason, is not used exclusively for the purposes of the Program or is used for any of the Prohibited Activities contained in this Section 14. The Grantee shall repay such portion by the expiration of the Program period or within any approved extension within twenty (20) days. If PHAB terminates this Agreement in accordance with Section 22 hereof, Grantee shall repay within twenty (20) days all Program Funds unexpended as of the effective date of termination and all Program Funds expended for purposes or items allocable to the period of time after the effective date of termination.

15. RESEARCH INVOLVING HUMAN SUBJECTS. If Program Funds are to be used in whole or in part for research involving human subjects, Grantee hereby certifies that it will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board ("IRB") approval and obtaining informed consent of participating research subjects.
16. PRIVACY AND SECURITY OF HEALTH INFORMATION. Grantee represents and warrants that any individually identifiable health information used or disclosed in connection with the Program will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 ("HIPAA"). Any health information reported to PHAB will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.
17. GRANTEE DOCUMENTATION; Changes to Key Representatives. The Grantee shall provide PHAB with its governing documents, and/or such other documentation as reasonably requested by PHAB concerning the Grantee's legal or tax status. The Grantee shall notify PHAB promptly:
 - (a) of any change in the Grantee's legal or tax status;
 - (b) if the Grantee undergoes a merger, division or other corporate reorganization;
 - (c) if the Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors;
 - (d) if the Grantee becomes subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency;
 - (e) if the Grantee receives notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any related to the Grant; or
 - (f) the Grantee's executive staff or key staff responsible for achieving the purposes of this Agreement.

18. INSURANCE. The Grantee shall provide written proof of liability insurance to PHAB, upon request. Proof of self-insurance is sufficient to meet the obligations of this paragraph.
19. RELATIONSHIP OF PARTIES. This Agreement does not create any agency, partnership, or joint venture between the Grantee and PHAB. The Grantee is not authorized to make any binding commitments, express or implied, on behalf of PHAB.
20. PUBLICITY. Prior to finalizing the text of communications or outreach material that refers to the other Party, the Program, or PHAB's funders, each Party shall seek the approval of the other Party as to the form and manner of the proposed reference. Each Party shall respond to any request for approval as soon as is practical, and, in any event, no later than one week from the date the request for approval is received. Notwithstanding the foregoing, the Grantee grants PHAB a limited license to use its name and logo for the purposes of denoting PHAB's fiscal sponsorship of the Grantee. Any written description of the Grantee or the Program by PHAB (beyond use of solely the name and logo of the Grantee) shall clearly indicate that the Grantee is an independent not-for-profit legal entity. The Grantee shall provide to PHAB copies of all papers, manuscripts, and other materials that Grantee produces that are related to the Program.

In all public statements concerning this Agreement or the Program hereunder, Grantee shall refer to the funder by its full name: Robert Wood Johnson Foundation; and the grantor, Public Health Accreditation Board.

21. INDEMNIFICATION. The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law subject to the to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, to defend, indemnify, and hold harmless PHAB, its officers, directors, employees, representatives, agents, and Grantees from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or its agents, but not limited to, any accident or injury to persons or property, in soliciting, accepting, expending, or applying Program Funds or in carrying out its operations or the Program.
22. TERMINATION. It is expressly agreed that any use by Grantee of Program Funds for any purposes other than those specified in IRC Section 170(c)(2)(B) will terminate PHAB's obligation to make further payments under this Agreement. At its sole option, PHAB may terminate the grant at any time if (i) Grantee ceases to be exempt from federal income taxation as an organization described in IRC Section 501(c)(3); (ii) Grantee's status as a public health agency is materially altered; or (iii) in PHAB's sole judgment, Grantee becomes unable to carry out the purposes of this Agreement, ceases to be an appropriate means of accomplishing the purposes of this Agreement, or fails to comply with any of the conditions hereof.

If this Agreement is terminated prior to the scheduled completion date, upon PHAB's request, Grantee shall provide PHAB a full accounting of the receipt and disbursement of funds and expenditures incurred under the Agreement as of the effective date of termination.

23. REVISIONS AND AMENDMENTS. Any revisions or amendments to this Agreement must be made in writing and signed by both Parties.
24. ASSIGNMENT. Without prior written consent of PHAB, Grantee may not assign this Agreement nor delegate any duties herein.
25. INTERFERING CONDITIONS. Grantee shall promptly and fully notify PHAB of any condition which interferes with, or threatens to interfere with, the successful carrying out of Grantee's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Grantee of said duties and responsibilities under this Agreement.

26. RESOLUTION OF DISPUTES. Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in Virginia before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties. If a dispute should arise about an arbitration award, judgment may be entered therein in any court of competent jurisdiction.
27. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and the invalid provision shall be replaced by an enforceable provision most nearly approximating the intent of the parties.
28. INTELLECTUAL PROPERTY REPRESENTATION. Grantee represents and warrants that the material produced by it under this Agreement does not infringe upon any copyright or any other right of any other person, and has not previously been published.
29. SUBJECT IDEAS, INVENTIONS AND MATERIALS.
- a. Definition. The term "Subject Ideas, Inventions and Materials" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, reports, summaries, articles, pictures, art and any other tangible work product produced by Grantee, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, are conceived, developed, or created which: (1) relate to PHAB's operations; (2) relate to the PHAB's actual or demonstrably anticipated research or development; (3) result from any work performed by Grantee for PHAB; (4) involve the use of the PHAB's equipment, supplies, facilities, or trade secrets; (5) result from or are suggested by any work done by PHAB or at PHAB's request, or any projects specifically assigned to Grantee; or (6) result from Grantee's access to any of PHAB's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment, or other materials, regardless of whether such materials are in electronic, machine code, hard copy, or any other format.
 - b. Company Ownership. All right, title, and interest in and to all Subject Ideas, Inventions and Materials, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by PHAB, and where applicable, all Subject Ideas, Inventions and Materials shall be considered works made for hire as defined in 17 U.S.C. § 101. Grantee shall mark all Subject Ideas, Inventions and Materials with PHAB's copyright or other proprietary notice as directed by PHAB and shall take all actions deemed necessary by the Grantee to protect PHAB's rights therein. In the event that the Subject Ideas, Inventions and Materials shall be deemed not to constitute works made for hire, or in the event that Grantee should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas, Inventions and Materials, Grantee hereby relinquishes all right, title, and interest to any Subject Ideas and Inventions in favor of PHAB and shall execute such documents reasonably necessary to effectuate the assignment of Grantee's entire right, title, and interest in and to each and every such Subject Ideas, Inventions and Materials to PHAB, without further consideration.
 - c. Determination of Subject Ideas, Inventions and Materials. Grantee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, trade secret, technology, computer hardware or software, original work of

authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing (“Intellectual Property”), that Grantee does not believe to be a Subject Idea, Invention or Material, but that is conceived, developed, or reduced to practice by PHAB (alone by Grantee or with others) during [his/her] employment and for one (1) year following the termination thereof, shall be disclosed promptly by Grantee to PHAB (such disclosure to be received in confidence). PHAB shall examine such information to determine if in fact the Intellectual Property is a Subject Idea, Invention or Material subject to this Agreement.

- d. Assistance. Grantee further agrees to assist PHAB in every proper way (but at PHAB’s expense) to obtain and from time to time enforce patents, copyrights, or other rights or registrations on said Subject Ideas, Inventions and Materials in any and all countries, and to that end will execute all documents necessary;
- i. to apply for, obtain and vest in the name of PHAB alone (unless PHAB otherwise directs) letters patent, copyrights, or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - ii. to defend any opposition proceeding in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright, or other analogous protection; and
 - iii. to cooperate with PHAB (but at PHAB’s expense) in any enforcement or infringement proceeding on such letter patent, copyright, or other analogous protection.
- e. Authorization to Company: In the event PHAB is unable, after reasonable effort, to secure Grantee’s signature on any patent, copyright, or other analogous protection relating to a Subject Idea, Invention or Material, whether because of Grantee’s physical or mental incapacity or for any other reason whatsoever, Grantee hereby irrevocably designates and appoints PHAB and its duly authorized officers and agents as [his/her] agent and attorney-in-fact, to act for and on Grantee’s behalf and stead to execute and file any such application, applications, or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright, or other analogous rights or protections thereon with the same legal force and effect as if executed by Grantee. Grantee’s obligation to assist PHAB in obtaining and enforcing patents and copyrights for Subject Ideas, Inventions and Materials in any and all countries shall continue beyond the termination of Grantee’s relationship with PHAB, but PHAB shall compensate Grantee at a reasonable rate after such termination for time actually spent by Grantee at PHAB’s request on such assistance.

30. ENTIRE AGREEMENT. This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.
31. PARTIAL INVALIDITY. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected.
32. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Oregon.
33. ADDITIONAL FUNDING. Unless prior written authorization is received from PHAB, no additional funds will be allocated to this project for work performed beyond the scope specified or timeframe cited in this Agreement.

34. REMEDIES FOR MISTAKES. If work that is prepared by the Grantee contains misinformation, the Grantee will correct error(s) within five business days: The Grantee will not charge PHAB for the time it takes to rectify the situation.
35. AUDITING. Grantee agrees to permit PHAB, PHAB's funders, and/or independent auditors to have access to Grantee's records and financial statements for the purpose of monitoring compliance with this Agreement. If Grantee is not required to undergo an audit pursuant to OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), because Grantee receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Grantee will certify to PHAB that it is not so required. If Grantee is required to undergo an audit pursuant to OMB's Uniform Guidance, Grantee will undergo the required audit and agrees to send a copy of its most recent OMB Uniform Guidance audit report and any management letters to PHAB.
36. CONFIDENTIAL INFORMATION. In the course of this engagement, Grantee may have access to PHAB's confidential information. Grantee understands and agrees that for the purposes of this Agreement, "Confidential Information" means: all information and data in whatever form that is valuable to PHAB and is not generally known outside of PHAB; all PHAB proprietary information; all PHAB trade secrets; and all information and data in whatever form that is disclosed by others in confidence to PHAB. Grantee understands that Confidential Information may not be explicitly marked as confidential. If Grantee has doubts about whether particular information is Confidential Information, Grantee will promptly consult PHAB's Chief Administrative Officer for guidance in advance. Grantee understands and agrees that Confidential Information includes, but is not limited to, the information described below:
- a. Technical information of PHAB, its affiliates, its customers, or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies; computer product, process, and/or devices; software product; and any database methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
 - b. Business information of PHAB, its affiliates, its members, or other third parties, such as but not limited to: information relating to PHAB employees (including information related to performance, skillsets, and compensation); actual and anticipated relationships between PHAB and other companies; financial information; information relating to customer or vendor relationships; product pricing, customer lists, customer preferences, financial information, credit information; and similar items; and
 - c. Information relating to future plans of PHAB, its affiliates, its customers, or other third parties, such as but not limited to: marketing strategies; new product research; pending projects and proposals; proprietary production processes, research, and development strategies and similar items; and
 - d. All "Trade Secrets" within the meaning of the Virginia Uniform Trade Secrets Act.
 - e. To protect PHAB's Confidential Information and goodwill, Grantee agrees that [he/she] will not use, publish, misappropriate, or disclose any Confidential Information, during or after Grantee's engagement, except as required in the performance of Grantee's duties for PHAB or as specifically authorized in writing by PHAB's Chief Executive Officer.
37. NOTICE: Grantee should submit all reports and correspondence to:

Mark Paepcke
Chief Administrative Officer

Public Health Accreditation Board
1600 Duke Street, Suite 200
Alexandria, VA 22314

Email: mpaepcke@phaboard.org
Phone (703) 778-4549, ext. 104
Fax (703) 778-4556

PHAB should submit all payments and correspondence to the Grantee at the following address:

Jeanne Weber
Contract Analyst

Clackamas County Public Health
2051 Kaen Road, Suite 367
Oregon City, OR 97045

Email: jweber2@co.clackamas.or.us
Phone: 503-742-5350

ATTEST: For the mutual consideration described in the provisions of this Agreement, the parties hereto agree to those provisions through the signature, below, of the parties and/or persons who have the authority to bind the parties to this Agreement:

PHAB:

GRANTEE:

Authorized Signature:

Authorized Signature:

Kaye Bender Date
PHAB President/CEO

Richard Swift Date
Director, Health, Housing and Human Services

Attachment I : Grant Proposal
(Proposal Follows)

Attachment II – Statement of Work

Key Activities/Tasks	Timeline	Responsible Person
Set-up grant accounting system	Following notification of award	PM
Welcome webinar	June 18, 2018	DA, CC, PM
Project start	June 25, 2018	PM
Technical coaching calls	June 25-29, 2018	DA, CC
Launch of Web-based data platform (Healthy Communities Institute) for Blueprint	July 1, 2018	PM
Virtual office hours: technical content	July 2-3, 2018	DA, CC
Engagement webinar	July 11, 2018	DA, CC
Confirmation of UCPT installation	July 13, 2018	DA, CC
Attend in-person training	July 17-18, 2018	DA, CC
Virtual office hours: engagement content	July 23-24, 2018	DA, CC
Finalized contract	July 25, 2018	CA
Creation of 3-5 groups	August 1, 2018	DA, CC
Blueprint Community Grants RFA release	August 1, 2018	CC
Communications plan finalized	August 1, 2018	CC
Creation of strategies	September 1, 2018	DA, CC, PM
Participate in periodic conference calls	Ongoing	DA, CC, PM
Contribute to PHNCI evaluation and data collection efforts	Ongoing	DA, CC, PM
Project end	October 31, 2018	All
Submit final report to PHNCI	November 21, 2018	All

STAFFING KEY

CLACKAMAS COUNTY STAFF - Program Manager (PM); Public Health Data Analyst (DA); Communications Coordinator (CC); Contract Analyst (CA)

June 7, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Multnomah County for the
Community Paramedic Opioid Overdose Response

Purpose/Outcomes	Clackamas County Public Health Division (CCPHD) will partner with Clackamas AMR and Clackamas Fire District #1 to build a more comprehensive response model to help the overdose patient into recovery
Dollar Amount and Fiscal Impact	CCPHD will receive \$20,000.
Funding Source	Federal award passed through by Multnomah County. No County General Funds are involved.
Duration	Effective January 1, 2018 and terminates on May, 1 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	No previous Board Actions
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8842

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement with Multnomah County for the Community Paramedic Opioid Overdose Response Program.

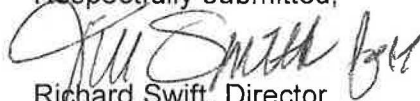
Clackamas County Public Health Division (CCPHD) will partner with Clackamas AMR and Clackamas Fire District #1 to build a more comprehensive response model to help the overdose patient into recovery.

This Agreement is effective January 1, 2018 and continues through May 1, 2019. This contract has been reviewed by County Counsel on May 22, 2018. This agreement was just received from Multnomah County.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT

Contract Number 4400004030

This is an Agreement between Clackamas County Public Health Department (CCPHD) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 2051 Kaen Road
CITY, STATE, ZIP: Oregon City, OR 97045

Contract Documents. This Contract includes the following attached documents:

Attachments

Attachment Letter	Description
A	State of Oregon IGA Agreement Number 156301
F	Post Federal Award Requirements Standards

PURPOSE:

The purpose of this agreement is to subcontract Oregon Health Authority funding to decrease the number of individuals who overdose (OD) on opioids and decrease opioid OD mortality by increasing the number of individuals accessing Naloxone and overdose prevention education as well as addiction treatment through the Clackamas **County Community Paramedic Opioid Overdose Response**. The set of activities described in this IGA are part of a broader set of strategies OHA is funded by SAMHSA to implement in Oregon.

Project Description

EMS agencies play a critical role in their communities' response to the opioid epidemic. In Clackamas County, AMR responds to over 50% of opioid overdose calls received by 911 dispatch, saving hundreds of lives each year via naloxone rescue. Other communities in the U.S. are showing success with overdose victims by expanding the focus to include opportunities to help the patient into recovery by providing a warm handoff from the 9-1-1 response to the systems available to help with recovery. Through an innovative pilot project, CCPHD will partner with Clackamas AMR and Clackamas Fire District #1 to build a more comprehensive response model in our county.

Community Paramedics from both Clackamas AMR and Clackamas Fire will be utilized to provide crucial follow-up to overdose victims after the emergency medical phase of the call ends. Community Paramedics are an ideal fit for this project since their role is to provide care coordination between patients and providers, community resource navigation and follow-up visits in the home to provide post-discharge education. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who overdose on opioids, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

Either follow-up by a Community Paramedic along with a Peer Recovery Mentor will occur in the Emergency Department or the home setting shortly after the overdose occurs. After an assessment is completed, patients will be navigated to recovery services in the community (inpatient, outpatient and community-based services) with a longer-term plan established to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from 1/1/2018 to 5/1/2019. This agreement may be renewed.

2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$20,000.
3. **RESPONSIBILITIES OF CCPHD**
 CCPHD will use the funds provided through this IGA to provide project coordination, TA and evaluation to AMR, Clackamas Fire, and Riverstone Clinic Staff.
 CCPHD will use these funds to purchase naloxone for distribution through the Project.
 CCPHD will collect data and submit reports as follows: Reports are due on Nov. 1 and April 1 of every year. Reports will include a comprehensive detailed description of the program activities and the following process and outcome measures, either from project data collection or secondary data sources:
- a. Number of opioid overdose referrals received
 - b. Number of overdose patients who receive follow-up in the ED or home
 - c. Number of patients who are referred to treatment
 - d. Type of treatment patient is referred to
 - e. Number of naloxone kits distributed
 - f. Reduction in number of overdose calls/repeat overdose calls
 - g. Reduction in drug use by patients who receive a visit from Community Paramedic
 - h. Reduction in heroin and opioid overdose mortality trend over time
4. **RESPONSIBILITIES OF COUNTY.** Provide policy, strategic, operational and training technical assistance to CCPHD for activities above, as needs are identified by CCPHD. TA may include training staff in Naloxone/OD prevention education, training a staff trainer at each site, providing guidance and best practice recommendations for staffing, stakeholder inclusive planning processes, creating alignment with law enforcement and other partners, Standing Orders, identifying scope and scale of service, service promotion, staff safety, integrating Naloxone with other Harm Reduction activities, supporting harm reduction messaging for addictions treatment engagement, supporting functioning data collection systems.
5. **TERMINATION.** This agreement may be terminated by either party upon 30 day's written notice. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent. In addition, at its sole discretion, COUNTY may terminate this Agreement:
- (a) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CCPHD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CCPHD its officers, employees and agents in the performance of this agreement.
7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

- 11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- 12. **PAYMENT/BILLING.** All invoices must be billed to Multnomah County and include the following information:
 - a. Invoice number and invoice date,
 - b. Vendor name and address,
 - c. Multnomah County contract number 4400004030,
 - d. Description of goods and/or services delivered,
 - e. Detail units of measure, price per unit, extended amount per line items; and
 - f. Total invoice amount.
- 13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement **does not** constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
- 14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
93.788	OR-Opioid STR	\$20,000

- 15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:
 - a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
 - d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. DATA USE.

- a. The Parties agree to share the data identified in this contract, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in this contract for the purposes described in this contract.
- b. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.
- c. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
- (i) Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - (ii) Contractor acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. Contractor will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
 - (iii) Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.
 - (iv) Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

17. ADDITIONAL TERMS AND CONDITIONS: N/A

18. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: 4400004030

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Debra Kufnyjes

Date: 5/16/18

Department Director Review (optional):

Director or Designee: N/A

Date: N/A

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: Bernadette Nunley/CJ

Date: 4/26/18



Grant Agreement Number 156301

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Multnomah County
Health Department
426 Stark Street, 6th Floor
Portland, OR 97204
Telephone: 503-793-0578
Contact: Kim Toevs, Director, STE/HIV/HCM Program
E-mail address: kim.e.toevs@multco.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Health Services, Health Policy & Analytics
500 Summer Street NE, E86
Salem, OR 97301-1118
Agreement Administrator: Rusha Grinstead or delegate
Telephone: 503-945-6189
E-mail address: rusha.grinstead@state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **January 30, 2018**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **May 1, 2019**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$429,796.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a subrecipient Recipient is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.788

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Multnomah County

Street address: 426 Stark Street, 6th Floor
City, state, zip code: Portland, OR 97204
Email address: kim.e.toevs@multco.us
Telephone: (503) 793-5078 Facsimile: ()

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured
Policy #: Expiration Date:

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement.
(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed.
(3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
(4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
(5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx;

- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Multnomah County

By: Wendy Lear / ML Wendy Lear
Authorized Signature Printed Name

Health Department Interim Director 03/22/2018
Title Date

State of Oregon acting by and through its Oregon Health Authority

By: Chris Moran Chris Moran
Authorized Signature Printed Name

Director 4/9/18
Title Date

Approved for Legal Sufficiency:

Via e-mail by Steven Marlowe-Oregon Department of Justice 2/23/2018
Department of Justice Date

June 7, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #11 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

Purpose/ Outcomes	Provides the 2 nd year funding from the Oregon Health Authority for the Program Elements within the Local Public Health Authority of Clackamas County. The Amendment also updates agreement language.
Dollar Amount and Fiscal Impact	Amendment #11 increases this Agreement by \$2,984,022 for a new Contract maximum value of \$6,111,777.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on June 30, 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8327-11

BACKGROUND:

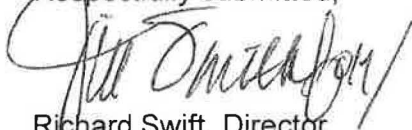
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #11 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment represents the 2nd year base funding for public health programs in Clackamas County and increases Agreement by \$2,984,022. It allows CCPHD to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, City Readiness Initiative, and Women’s, Infants, and Children (WIC) Program.

This Amendment is effective July 1, 2018 and continues through June 30, 2019. This contract has been reviewed by County Counsel on May 24, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #154103

AMENDMENT #11

**AMENDED AND RESTATED
2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2017-19 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County Public Health Department, the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County (“LPHA”).

This Agreement, as originally adopted effective July 1, 2017, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. This Amended and Restated Agreement shall become effective on July 1, 2018 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents:

- This Agreement without Exhibits
- [Exhibit A Definitions](#)
- [Exhibit B Program Element Descriptions](#)

- Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms
- Exhibit D Special Terms and Conditions
- Exhibit E General Terms and Conditions
- Exhibit F Standard Terms and Conditions
- Exhibit G Required Federal Terms and Conditions
- Exhibit H Required Subcontract Provisions
- Exhibit I Subcontractor Insurance Requirements
- Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: Richard Swift
 Title: Director, Healthy Housing, and Human Services
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 8, 2018, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Mai Quach (or designee)
 Title: Program Support Manager
 Date: _____



DAN JOHNSON
DIRECTOR

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

June 7, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to Apply and Resolution of Support for Transportation and Growth Management
(TGM) Grant for a Clackamas County Transit Development Plan**

Purpose/ Outcomes	Apply for TGM grant funds to develop Clackamas County Transit Development Plan
Dollar Amount and Fiscal Impact	Clackamas County Transit Development Plan – Total Cost: \$200,000
Funding Source	12% match = \$24,000.00
Duration	September 2018 – December 2020
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Grow a vibrant economy
Contact Person	Karen Buehrig, Transportation Planning Supervisor - 742-4683

The Department of Transportation and Development, Long Range Planning line of business is requesting an approval to apply for the Transportation and Growth Management (TGM) Grant. The TGM grant will give an opportunity for the department to further the opportunity to identify and develop the Transit Development Plan. With six transit providers in Clackamas County [TriMet, South Metro Area Regional Transit (SMART), Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), Sandy Area Metro (SAM), and the Mt. Hood Express administered by Clackamas County], a Transit Development Plan (TDP) is needed to provide strategic guidance for service improvements and integration between systems from a County perspective. The TDP will address issues emerging from Metro's 2018 Regional Transit Strategy, and build off other County documents such as the Transportation System Plan and the Community Health Improvement Plan.

The Transportation and Growth Management program (TGM) Program requires Board of County Commissioner approval in a Board resolution and letter of support. Applications are due on June 8th, 2018.

RECOMMENDATION:

Staff respectfully recommends the adoption of the attached Resolution for Approval to Apply and Resolution of Support for the Transportation and Growth Management (TGM) Program for a Clackamas County Transit Development Plan and requests the BCC send the attached letter of support for the application.

Respectfully submitted,

Mike Bezner
Assist Director of Transportation

June 7, 2018

Ms. Lidwien Rahman
123 NW Flanders
Portland, OR 97209

Dear Ms. Rahman:

The Clackamas County Board of County Commissioners supports the Transportation and Growth Management Grant application that is being submitted for a Clackamas County Transit Development Plan.

In light of the funds being generated by HB 2017 and the Statewide Transportation Improvement Fund, the Clackamas County Transit Development Plan will provide strategic guidance to the County for transit service improvements and integration between systems from a local perspective. A few key activities will be:

- Explore alternative services such as shuttles, express service, micro transit, and Tech Networking Companies like Uber & Lyft and how they apply in the suburban environment
- Development of service connection proposals utilizing a transit accessibility tool to provide more efficient service and coverage within urban Clackamas County
- Provide coordination between all service providers operating within Clackamas County (TriMet, SCTD, SAM, CAT, SMART)
- Creating of a prioritized list of transit projects that will enhance the transit service connections in the County

The Clackamas County Board of County Commissioners support the submittal of the application for a Transportation and Growth Management Grant of \$176,000 and further commits the County to provide \$24,000 in-kind match for the project.

Please see the attached resolution supporting the Department of Transportation and Development application to the Transportation and Growth Program for funding for a Clackamas County Transit Development Plan.

Sincerely,

Jim Bernard, Chair
Clackamas County Board of Commissioners

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

In the Matter of Approval to Apply and
Resolution of Support for the
Transportation and Growth
Management (TGM) Program for a
Clackamas County Transit
Development Plan



Resolution Order No. _____
Page 1 of 2

Whereas, Section 122 of [Keep Oregon Moving](#) (Oregon House Bill 2017) established a new dedicated source of funding for **expanding public transportation service in Oregon**. This new funding source is called the Statewide Transportation Improvement Fund, or STIF; and

Whereas, projects funded by the Statewide Transportation Improvement Fund are required to be identified in a locally adopted plan; and

Whereas, Clackamas County Transit Development Plan is needed to provide strategic guidance to the County for transit service improvements and integration between systems from a local perspective; and

Whereas, the purpose of the Clackamas County Transit Development Plan is to identify opportunities to improve connections between communities and to provide guidance into the Trimet Service Enhancement Plans from the Clackamas County perspective. In addition the Transit Development Plan will provide guidance on how the County can be advocating for transit service to improve accessibility to these areas that currently may have low levels of transit service. Finally, it will identify priority investments for the HB 2017 transit funds collected in unincorporated Clackamas County, outside of existing transit service areas, providing guidance into future required HB 2017 Transit plans; and

Whereas, the Clackamas County Transit Development Plan project will support the objective of the Transportation and Growth Management program to provide transportation choices to support communities with the balanced and interconnected transportation networks necessary for mobility, equity, and economic growth; and

Whereas, the TGM Program requires Board of County Commissioner approval in a board resolution and letter of support; and

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

In the Matter of Approval to Apply and
Resolution of Support for the
Transportation and Growth
Management (TGM) Program for a
Clackamas County Transit
Development Plan



Board Order No. _____
Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED that the Clackamas County Board of Commissioners authorize and submit a letter of support for the above mentioned TGM Application for a Clackamas County Transit Development Plan.

DATED this ____ day of _____, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

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

Name of Funding Opportunity: Oregon Department of Transportation - Transportation and Growth Management

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Karen Buehrig

Requestor Contact Information: KarenB@clackamas.us, x4683

Department Fiscal Representative: Diedre Landon

Program Name or Number (please specify): Long Range Planning

Brief Description of Project:

The proposed project will develop a Transit Development Plan for Clackamas County designed to provide strategic guidance to the County for service improvements and integration between systems from a local perspective. Other objectives include: 1) Exploring alternative services such as shuttles, express service, micro transit, and Tech Networking Companies like Uber & Lyft; 2) Develop service connection proposals utilizing a transit accessibility tool to provide more efficient service and coverage within urban Clackamas County; 3) Provide coordination between all service providers operating within Clackamas County (TriMet, SCTD, SAM, CAT, SMART)

Name of Funding (Granting) Agency: Oregon Department of Transportation

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

<http://www.oregon.gov/LCD/TGM/Pages/grants.aspx>

OR

Application Packet Attached: Yes No

Completed By: Brett Setterfield Date 09-May-18

**** 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: _____

CFDA(s), if applicable: _____

Announcement Date: 04/06/2018 Announcement/Opportunity #: _____ NA

Grant Category/Title: Transportation System Planning Max Award Value: \$200,000

Allows Indirect/Rate: No Match Requirement: 12%

Application Deadline: 06/08/2018 Other Deadlines: _____

Grant Start Date: 01/01/2019 Other Deadline Description: _____

Grant End Date: 12/31/2020

Completed By: 09/30/2020

Pre-Application Meeting Schedule: BCC Policy Session x/xx/2018

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

Mission/Purpose:

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

A goal in Performance Clackamas is to Grow a Vibrant Economy with 2000 units of housing to be developed by 2022. Ensuring these households have access to public transportation will be a focus of the Transit Development Plan.

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

The Clackamas County Transportation System Plan has a brief transit section outlining transit policies in the County, specifically 5.T.4 "Emphasize transit improvements... that best meet the needs of all County residents, employees and employers." A TDP addresses this in great detail.

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

There are several partners that have a direct state in improving transit service in Clackamas County, including TriMet, Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), South Metro Area Regional Transit (SMART), and Sandy Area Metro (SAM). However, none of these partners have overall responsibility for the entire area and the ability to bring all the stakeholders together to seek solutions.

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

The objective of the grant is to secure support of all the stakeholders as well as members of the legislature for a plan that will provide strategic guidance to the County for transit service improvements and integration between transit service provider systems. The objective will be obtained by developing a Transit Development Plan (TDP) based on strategies provided in ODOT's TDP Guidebook.

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. The program should be called "Clackamas County Transit Development Plan (CCTDP)."

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?*

Yes, the organization does have adequate, qualified staff. The type of staff required will be the Transportation Planning Supervisor as project manager, with direct support and considerable assistance from one transportation planner.

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 partnership effort required. The primary partners will be as follows: TriMet, Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), Sanday Area Metro (SAM), South Metro Area Regional Transit (SMART), and ODOT Region #1. ODOT Region #1 will be the grant administrator. The other partners will assist with review of technical products, draft plan input, and support for the proposed document after completion of the plan.

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 will be involved: Department of Transportation and Development will lead the project; Departments of Public and Government Affairs; and Business & Economic Development will also participate.

Reporting Requirements

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

The County must submit progress reports and any deliverables to ODOT Region #1 no less than every two months as a condition of disbursement of funds. The County will also be responsible to provide a completion report including a complete breakdown of project costs, a list of final deliverables and the final disbursement request.

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 product of this project will be used to build off the county Transportation System Plan, and may be placed as an appendix to the County's Comprehensive Plan. As a result, development of data sources to evaluate grant performance is not necessary.

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

No less than every other month the county must submit a full, itemized reimbursement request and a cost report. Upon completion the county must submit an itemized project cost report and request for final payment including holdback. The County is responsible to maintain all fiscal records and other records necessary to document County performance for a period of no less than six years.

Fiscal

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

Yes. The benefits that could be realized from this grant is guidance for service improvements and integration between transit systems within the county, eliminating redundant future planning and systemwide expenses.

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

The required match will be met with in-kind work.

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

There is a 12% match requirement. Match requirement can be met with a combination of cash and in-kind. DTD is proposing to contribute the required match as in-kind involving direct project work by the project manager.

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

This grant will be one-time funding to complete a special study. Sustaining the funding will not be necessary.

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?

Indirect expenses are not eligible under this grant. Expenses for materials, travel, meeting support will be included the grant request.

Program Approval:

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)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
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: <input type="checkbox"/>	Denied: <input type="checkbox"/>
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.



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Eagle-Elsner, Inc. for the
Canby 2 Paving Package**

Purpose/Outcomes	This contract will resurface about 8.0 miles of roads. It will resurface portions of Lone Elder Road with asphalt. Other roads include Rhoten and Sconce Roads.
Dollar Amount and Fiscal Impact	Contract value is \$2,734,375.45
Funding Source	215-7433-00-424423
Duration	Contract execution through June 30, 2018
Previous Board Action	
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Contact Person	Vince Hall, Project Manager 503-650-3210

Background:

This contract will resurface about 8.0 miles of road. Lone Elder Road, which is classified as a rural minor arterial and has an average daily traffic count of 3,915 vehicles per day will be paved.

Sconce Road and Rhoten Road are classified as a minor local roads. As part of this contract, Sconce Road will be recycled in-place and cement will be added to the recycled material to form a new road base before it is resurfaced.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than June 30, 2018, with final completion no later than December 31, 2018.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on January 30, 2018. Bids were opened on March 21, 2018. The County received four (4) bids: Knife River, \$3,295,741.45; S-2 Contractors, \$4,771,553.00; Eagle-Elsner, Inc., \$2,734,375.45; and North Santiam Paving Co., \$3,104,846.90. Eagle-Elsner, Inc. was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

Page 2
Canby 2 Paving Package

Recommendation:

Staff respectfully recommends that the Board approves and signs this construction services contract with Eagle-Elsner, Inc. for the Canby 2 Paving Package.

Sincerely,

Dan Johnson, Director

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Eagle-Elsner, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2018-06 Canby 2 Paving Package**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Two Million Seven Hundred Thirty-Four Thousand Three Hundred Seventy-Five Dollars and Forty-Five Cents (\$2,734,375.45)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda 1-6

2. Representatives.

Contractor has named Curtis Cooksey as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Vince Hall as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Richard Eagle shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Curtis Cooksey shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Dave Elsner shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Curtis Cooksey shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: June 30, 2018

FINAL COMPLETION DATE: December 31, 2018

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

9. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

10. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 10.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 10.1.1. \$1,100.00 per Calendar day past the Substantial Completion date as detailed in 00180.85(b) of the Special Provisions.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Eagle-Elsner, Inc.
P.O. Box 23294
Tigard, OR 97281

Contractor CCB # 27112 Expiration Date: 4/2/2020
Oregon Business Registry # 135009-13 Entity Type: DBC State of Formation: Oregon

Signature page to follow.

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Eagle-Elsner, Inc.

Clackamas County Board of County Commissioners

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Capitol Asset & Pavement Services
For Pavement Ratings**

Purpose/Outcomes	This contract will provide for pavement ratings to be collected on our road network for use in the county's pavement management system.
Dollar Amount and Fiscal Impact	The maximum contract value is \$500,000.00 over 5 years
Funding Source	Transportation Maintenance, 215-7433-00-431900
Duration	The contract will terminate on June 30, 2023
Previous Board Action/Review	N/A
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure. Pavement ratings assist us in determining what the conditions of the roads are so we can plan for maintenance.
Contact Person	Grant Williams, Project Manager, 503-650-3995

BACKGROUND

This is a contract for pavement ratings to be collected on our road network for use in the county's pavement management system. The pavement management system takes this data and rates the condition of each road in the network. Using this information along with other data, we are able to plan our pavement applications and work programs.

PROCUREMENT PROCESS:

This Contract is to purchase against the Washington County, (State of Oregon) Contract #2017.094P for Roadway Pavement Inspection and a notice of intent to purchase was advertised in accordance with ORS and LCRB Rules on April 16, 2018. No comments were received by the time of closing on April 24, 2018.

Page 2
Capitol Asset & Pavement Services

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve and sign the contract with Capitol Asset & Pavement Services to collect condition ratings on our road network.

Respectfully submitted,

Dan Johnson
Director

Placed on the _____ Agenda by the Purchasing Division



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this “Contract”) is entered into between **Capital Asset & Pavement Services, Inc.** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) for the purposes of providing pavement ratings for various Clackamas County roads.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2023**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract is to purchase against the Washington County (State of Oregon) Contract #2017.94P for Roadway Pavement Inspection. The Scope of Work as described in Contract #2017.94P, Washington County Contract for Roadway Pavement Inspection is hereby incorporated by reference. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, the mutually agreed upon Scope of Work hereby attached and incorporated by reference as **Exhibit “A.”** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Grant Williams.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred fifty thousand dollars (\$150,000.00)** from contract execution through June 30, 2019, **one hundred fifty thousand dollars (\$150,000.00)** for fiscal year 2019/2020, **fifty-five thousand dollars (\$55,000.00)** for fiscal year 2020/2021, **fifty-five thousand dollars (\$55,000.00)** for fiscal year 2021/2022, and **seventy-five thousand dollars (\$75,000.00)** for fiscal year 2022/2023. Additionally not to exceed **fifteen thousand dollars (\$15,000.00)** maximum total contract compensation for Software Support and Training. The total Contract compensation shall not exceed **five hundred thousand dollars (\$500,000.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the

County Representative at: Jamie Dowdy, 902 Abernathy Road, Oregon City, OR 97045, or via email JamieDow@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it

shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to

be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as

if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this

Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Capital Asset & Paving Services, Inc.
PO Box 7840
Salem, OR 97303

Clackamas County:

Chair

Authorized Signature Date

Recording Secretary

Name / Title (Printed)

Date

Oregon Business Registry #

Approved as to Form:

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A
Mutually Agreed Upon Scope of Work

Clackamas County Oregon is currently seeking professional services for inspection and evaluation of County roads for the purpose of maintaining our Pavement Management System. The work will occur over a five year period. Inspection is to be performed on the paved County roads at various locations throughout Clackamas County as defined in the overview below. The County needs technical assistance to survey the roads and enter the data into the most current StreetSaver program.

OVERVIEW

The Clackamas County Department of Transportation and Development, Operations and Maintenance Division maintains approximately 1392 centerline miles of paved roads as follows:

	Centerline Miles (Approximate)	Management Sections (Approximate)
Arterials	447	550
Collectors	277	399
Locals	668	2013
Damascus Rds	14.51	
Totals	1392	2962

TASKS

The County uses Metropolitan Transportation Commission (“MTC”) StreetSaver Online pavement management system for all pavement analysis. This system has been successfully used to plan the County’s preventative maintenance program and identify the future cash-flow requirements of the road system.

- Meet with County staff prior to the commencement of field inspections to discuss the work plan, schedule, and Quality Assurance/Quality Control (QA/QC) plan. Consultant shall revise these items per County comments and resubmit for approval prior to commencement of any field inspection work.
- Review and audit the County’s StreetSaver database to check for errors. Use the street inventory contained in the County’s StreetSaver pavement management system to plan the pavement survey. The Consultant will use MTC’s current visual pavement rating methodology to rate each road segment.
- Upload all field data collected into the StreetSaver Pavement Management system and calculate a current PCI for each road.
- Conduct walking pavement condition survey inspections of the County’s arterial, collector, and local streets/roads network. Data collection and entry shall be in accordance with the current edition of the MTC Pavement Distress Identification Manual.
- The Consultant shall inspect and rate sufficient sample units for the County’s roads in order to accurately update the existing database. Although a minimum of one sample unit is required to be inspected for every 1,000 linear feet of roadway, the Consultant shall inspect and rate a minimum of one sample unit for each street section that is shorter than 1,000 feet in length or as many sample units as necessary to accurately reflect the pavement condition.

- Examples of the information that will be collected and verified during the pavement condition survey will include but not limited to street name, functional classification, number of travel lanes, segment quantities (indicate the length, width, and total area of the section, surface type (such as AC or PCC), curbed or shoulder, distress type, severity, and quantities of each inspection unit.
- Consultant shall provide appropriate traffic control in accordance with the current edition of the Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD), or other County approved standard.
- Communicate regularly with the County’s Contract Administrator using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Assist County staff, upon request, with the generation of reports.

PROJECT DELIVERABLES

- Submit a QA/QC plan for approval by the Contract Administrator.
- Report the findings from the database audit in section 36.2 to the County prior to starting the pavement inspection.
- Update the County’s StreetSaver software database. Consultant shall have previously worked with and be thoroughly familiar with past and current versions of MTC’s StreetSaver software programs and demonstrate, through a written plan, the ability to properly update the County’s pavement management database with condition survey data and PCI calculations. Upon completion of data collection in the field, the Consultant shall upload the inspection data to StreetSaver. After the data entry is complete, the Consultant shall review the new database for errors and correct them as necessary. Specifically, the database shall be updated to reflect:
 - New roads pavement inspections.
 - Recently completed pavement resurfacing projects.
 - Inconsistencies and discrepancies (if any) within the database.
- Submit draft Inspection Unit Report and Pavement Condition Index (PCI) report, presented in both alphabetical order by street, and by PCI rank. Include PCI values both before and after the physical road rating of each segment. After staff reviews and approves the reports, the consultant shall update the County’s StreetSaver database accordingly.
- Prepare and submit all final documents/deliverables based on County comments, and update the database accordingly. These documents shall be compatible with Microsoft Word and Excel 2010 formats. An electronic copy of all final documents shall also be submitted in Adobe .pdf format as an email attachment to the County’s Contract Administrator. The documents shall be delivered to, and become the property of, Clackamas County. The work outlined in each of the phases must be completed no later than the last Friday of September in that phase’s calendar year.
- If requested, train County staff to perform future pavement condition surveys and to operate the StreetSaver program. Provide the County with instructional materials and written procedures on performing surveys and operating the StreetSaver program.

DELIVERABLES TIMEFRAMES (YEAR ONE)

June 1, 2018	Consultant to submit work plan and schedule for review for first group of inspections.
July 1, 2018	Consultant can begin inspections per approved work plan.
October 31, 2018	Consultant to submit all project deliverables for first group of inspections

Subsequent year schedules are due to the County not later than May 31 of that year.

MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

- All applicable criteria, direction, feedback and standards prior to and during work.
- Copies of record information not already provided, if available from the County’s records.
- Access for the Consultant to enter streets as necessary to perform inspection work.
- A map of County roads.
- Local IT network access for the Consultant (upon submission and approval of County’s IT policy agreement) to view and modify the County’s pavement management database.

PERIOD OF SERVICE

The arterials and collectors defined as Group A and Group B. The neighborhood routes and local streets are defined as Groups 1 through 4. Damascus Roads are defined as Group D.

Therefore, the services called for in this agreement shall be completed as follows:

- To be completed between July 1, 2018 and October 31, 2018.

100% of Clackamas County’s Road Network (Groups A, B, and Groups 1-4)
100% of Damascus Roads (Group D)
- To be completed between June 1, 2019 and September 27, 2019.

100% of Clackamas County’s Road Network (Groups A, B, and Groups 1-4)
- To be completed between June 1, 2020 and September 30, 2020.

50% of County’s Arterial and Collector Network. (Group A)
25% of the County’s Local Network (Group 1)
- To be completed between June 1, 2021 and September 30, 2021.

50% of County’s Arterial and Collector Network. (Group B)
25% of the County’s Local Network (Group 2)
- To be completed between June 5, 2022 and September 30, 2022.

50% of County’s Arterial and Collector Network (Group A)
50% of County’s Local Network (Groups 3 & 4)
100% of Damascus Roads (Group D)

PAYMENTS AND PAYMENT TERMS

- Payments shall be made upon submission of invoices on a monthly basis for all work performed during the month.
- Each invoice shall detail location, description of services provided, number of hours worked and materials invoiced. If the work covered by the application for payment is incomplete or defective, the payment may be withheld or reduced until the work is complete.

DRAFT

Approval of Previous Business Meeting Minutes:

April 26, 2018

May 3, 2018

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, April 26, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Paul Savas
Commissioner Martha Schrader
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Sonya Fischer
Commissioner Ken Humberston

CALL TO ORDER

■ Roll Call

Chair Bernard stated Commissioners Humberston and Fischer out of the office and will not be in attendance today.

■ Pledge of Allegiance

Chair Bernard announced today is National Bring Our Daughters and Sons to Work Day. The Board acknowledged the Children of County employees in the audience and asked the Children to come up for a photo with the Commissioners.

The Board acknowledged County Assessor Bob Vroman for his 33 years of service to Clackamas County. Bob will retire as County Assessor on April 30, 2018. The Board thanked Bob for his outstanding commitment to Clackamas County and its citizens. Bob Vroman said a few words about his years at the County, he thanked the Board for their support and thanked his amazing staff at the Assessor's office.

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

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

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

1. Approval to Execute the Master Lease between the Housing Authority of Clackamas County and Clackamas County Social Services, for the Jackson Transitional Housing Property
2. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

1. Presentation: Clackamas County Dog Services Partnerships with Rescue Organizations

Sarah Holcombe, Dog Services presented a PowerPoint presentation.

2. Presentation to Recognize April as Fair Housing Month in Clackamas County
Mark Sirois, Housing & Community Development, presented the staff report. He introduced Alan Lazon, Fair Housing Council who gave background and history regarding Fair Housing in Clackamas County.

III. CITIZEN COMMUNICATION - NONE

IV. PUBLIC HEARINGS

1. **Board Order No. 2018-26** for Boundary Change Proposal No. CL 17-014 Annexation to Sunrise Water Authority

Ken Martin, Boundary Change Consultant and Nate Boderman, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak; seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the Board Order for Boundary Change Proposal No. CL 17-014 Annexation to Sunrise Water Authority.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

- 2 **Board Order No. 2018-27** for Boundary Change Proposal No. CL 17-020, Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant and Nate Boderman, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak; seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the Board Order for Boundary Change Proposal No. CL 17-020, Annexation to Clackamas County Service District No. 1.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

V. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of an Amendment to Intergovernmental Agreement No. 154166, with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
2. **Resolution No. 2018-28** Approval of a Special Procurement Process for the Intoxicated Driver Program Fund Contract - *Procurement*

B. Department of Transportation & Development

1. Acceptance of State Farm Insurance, Good Neighbor Citizenship Grant to Support the Drive to Zero Posters and Coasters Safe Driving Media Contest

C. Finance Department

1. **Resolution No. 2018-29** Approving the Submission of the Assessor's CAFFA Grant Application for Fiscal Year 2018-2019

D. Elected Officials

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

E. Technology Services

1. Approval to Add Additional Fiber Connections to the Intergovernmental Agreement between Clackamas Broadband eXchange and the North Clackamas School District
2. Approval to Add Additional Fiber Connection to the Intergovernmental Agreement between Clackamas Broadband eXchange and the Oregon City School District

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:23 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. www.clackamas.us/bcc/business.html

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, May 3, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. BOARD ACTION ITEM *(The following items will be individually discussed by the Board only, followed by Board action.)*

Administration

1. **Board Order No. 2018-30** Appointing a Clackamas County Assessor

Don Krupp, County Administrator

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we adopt Board Order 2018-30 Appointing a Clackamas County Assessor and it would be Tami Little.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Sherry Hall, County Clerk officiated the Swearing in Ceremony for Tami Little.

County Assessor, Tami Little wanted to thank everyone for this appointment. She is honored to serve as the County Assessor. Don Krupp, County Administrator wanted to thank Bob Vroman for his service and congratulated Tami Little on her appointment.

Sherry Hall gave a brief update on the May primary election.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Mary Zellharie, Milwaukie – wanted to thank the Board and the County for their support for the Homelessness issues.

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of ZDO 266, Amendments to the Special use Exceptions and Development Standards Provision of the Comprehensive Plan and the Zoning and Development Ordinance - *Previously approved at the March 21, 2018 land use hearing.*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak; seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read ZDO-266 by title only.
Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read ZDO-266 by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopt ZDO-266, Amendments to the special use exceptions and development standards provision of the Comprehensive Plan and the Zoning and Development Ordinance as previously approved at the March 21, 2018 land use hearing.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of Housing and Community Development 2018 Action Plan - Housing & Community Development

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Molalla for Transfer of Road Authority of S. Lowe Road

2. **Board Order No. 2018-31** Acknowledging and Accepting Right-of-Way and Simultaneous Vacation of Otty Street, County Road No. 2447

3. Approval of a Contract with Eagle-Eisner, Inc. for the Borland Road Paving Package -
Procurement

C. Elected Officials

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

D. Technology Services

1. Approval of an Intergovernmental Agreement with the Metro Area Joint CAD System for Fiber Connection
2. Approval of a Service Level Agreement with the CLEAR CREEK Mutual Telephone Company for 2 Dark Fiber Connections

E. Business & Community Services

1. Approval of Clackamas County's 2018 Ten Year Forest Management Plan

V. DEVELOPMENT AGENCY

1. Approval of a Outfall Easement Related to Storm Water Facilities Located on Development Agency Property
2. Approval of Amendment No. 1 to the Disposition Agreement with Oregon Beverage Recycling Cooperative.

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1
2. Approval of Amendment No. 1 to the Agreement between Clackamas County Service District No. 1 and Tribeca Transport LLC, for On-Call Services for the Management of Class B Biosolids and Raw Sludge - *Procurement*
3. Approval of Amendment No. 1 to the Agreement between Water Environment Services and Tribeca Transport LLC, for On-Call Services for the Management of Class B Biosolids and Raw Sludge - *Procurement*
4. Approval to Apply for Grants with the Oregon Energy Trust and Portland General Electric for Renewable Energy Infrastructure Construction

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:03 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. www.clackamas.us/bcc/business.html



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

June 07, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between
Clackamas Broadband eXchange and Sunbreak Electronics LLC

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with Sunbreak Electronics LLC for a connection to the Pittock.
Dollar Amount and Fiscal Impact	Sunbreak Electronics LLC will pay a non-recurring fee of \$6,000.00 for new construction and a recurring annual fee of \$13,128.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Sunbreak Electronics LLC.
Duration	Effective upon signature by the board the SLA is effective for one year
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for the City of Oregon City.
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to complete a new fiber connection for Sunbreak Electronics LLC. Sunbreak Electronics LLC requested a link to provide connectivity to their data center in Canby Oregon.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new connection with Sunbreak Electronics LLC. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Sunbreak Electronics LLC

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Sunbreak Electronics LLC (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises at the Connecting Points specified in Appendix A. At Customer's option, County will provide Customer with access at a Connecting Point (either an aerial or underground splice enclosure or slack location) in the County's network.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A on a path designated by the County.

4. Construction and Installation Requirements

- a. County will make existing cable slack locations and splice locations (Connecting Points) available for Customer access. If Customer chooses to access the County network at such locations, the Customer will be responsible for all construction up to such Connecting Points, and will hand-off to County a fiber optic cable for splicing into the County network. County will have responsibility to splice the Customer cable into the County network, and cost recovery for such activity by the County will be handled via the appropriate Appendix A.

- b. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- c. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- d. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within Connecting Point.
- e. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- f. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of the Connecting Points in connection with the provision of service.
- g. If the presence of asbestos or other hazardous materials exists or is detected at the Connecting Points, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- h. County shall have no obligation to install, operate, or maintain Customer-provided demarc facilities or equipment.
- i. At Customer's expense, County shall construct Fiber into each Connecting Point specified in Appendix A; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Connecting Point; and provide the appropriate "hand-offs" at each location for Customer utilization. County shall test all Fiber to verify that the Fiber has been installed and operates in accordance with the applicable specifications in Appendix C. County shall provide a copy of the test results to Customer verifying compliance with the applicable specifications. If Customer does not dispute such verification of compliance within five (5) days after receiving the verification, Customer will be deemed to have accepted the Fiber. This date of acceptance of the Fiber will be the "Service Start Date." If Customer does not accept the Fiber, County shall repair or replace any portion of the Fiber found to be defective and retest the Fiber in accordance with the specifications in Appendix C, and again provide

Customer with a copy of the test results verifying compliance. Customer may again choose to accept or reject the Fiber. This cycle of testing, accepting or rejecting the Fiber, taking corrective action, and retesting may occur as many times as necessary to ensure the Fiber is operating in compliance with the applicable specifications.

- j. County warrants that, except with respect to those items supplied or specified by Customer or interruptions due to intervening causes including, but not limited to, fiber cuts, unscheduled maintenance events and force majeure events, the Fiber will comply with the specifications set forth in Appendix C.
- k. Subject to the limitations in section 12, if at any time during the term of this Agreement the Fiber does not meet the warranty under this section, Customer may provide County with written notice of its determination in accordance with the procedures in Appendix B ("Warranty Notice"). After receiving a Warranty Notice from Customer, County shall respond in accordance with the maintenance and repair procedures set forth in Appendix B. In addressing a defect, County, at its expense and in its sole discretion, shall repair or replace any portion of the Fiber found to be defective. When a defect is found and the Fiber is repaired or replaced, County shall retest the Fibers in accordance with the specifications in Appendix C, and provide Customer with a copy of the test results verifying compliance. Customer may again give Warranty Notice of any defect in such Fiber. This cycle of testing, providing Warranty Notice, taking corrective action, and retesting may occur as many times as necessary to ensure the Fiber is operating in compliance with the applicable specifications.
- l. Customer may provide one (1) DWDM lasers for the CBX WES Hub to Pittcock Building connection as defined in Appendix A.
- m. As shown in Appendix D, Customer shall place new 2" conduit and (3) vaults along the North side of S Township Rd in Canby from S Redwood St to the underground CBX fiber West of the rail road tracks. Once complete, the County will then assume ownership of this underground conduit system.

5. **Term of Agreement**

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use and Customer shall accept or reject the Fiber in accordance with the procedures in subsection 4(i) above. The date of Customer's acceptance of the Fiber under subsection 4(i) shall be called the "Service Start Date." Unless terminated with 90 days' notice for an event of default as herein provided, this agreement shall continue for a period of one year following the Service Start Date, and shall be automatically renewed for successive one-year renewal terms, at the County's then-current rate schedule, unless either party terminates the Agreement by giving written notice to the other party not less than 90 days prior to the end of the initial term or then current renewal term.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A.

7. Payment Options

a. Semi-Annual Payments

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect fiber service.

b. Alternative Payment Frequency

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect fiber service.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur. Notwithstanding the foregoing, Customer may assign this Agreement, without County's consent, to any parent, affiliate (an entity in which Customer's parent entity has a direct or indirect ownership interest of 25% or more) or party acquiring all or substantially all of Customer's assets in the communities in which the Fiber is located, provided that in such event Customer shall notify County of the assignment at least 90 days in advance of such assignment.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with County's reasonable standard percentage allocation of overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.). The invoices for such costs shall contain a detailed cost breakdown by cost category. In the event of the disagreement regarding the cost reimbursement, the parties shall use good faith efforts to resolve such matter, and if the parties cannot resolve such dispute, they may pursue their legal remedies other than termination of this Agreement for

the services provided hereunder.

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata rates for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this

Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer; but shall not include income or property taxes.

19. Termination

- a. Either party may terminate this Agreement ninety (90) days following written notice to the other party of the other party's uncured default, as set forth in section 20 below. In addition, this Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party which is not cured within thirty (30) days after notice by the non-defaulting party; or
 - b. Failure to pay any undisputed sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following receipt of written notice of default by the non-defaulting party identifying with reasonable

particularity the nature of the default or, if such default cannot reasonably be cured within such 30 day period, the defaulting party shall proceed promptly to diligently and continuously prosecute such cure within thirty (30) days following receipt of written notice of default by the non-defaulting party identifying with reasonable particularity the nature of the default. If the defaulting party fails to cure the default or prosecute such cure in accordance with this subsection 20(2), then the non-defaulting party may terminate this Agreement in accordance with subsection 19(a) above.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Other than as provided in this Agreement, Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband eXchange
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Sunbreaks Electronics LLC
421 S. Redwood Street
Canby, OR 97013

Phone Number: (971) 386-4307

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Sunbreak Electronics LLC
(Customer Name)

By (signature):  _____

Name (print): JEFF BRANDT

Title: MANAGING MEMBER

Date: 5-02-2018

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Semi-Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	JeffColo.Net Datacenter 421 S. Redwood Street Canby, OR 97013	CBX WES Hub 15941 S Agnes Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$594.00
2	CBX WES Hub 15941 S Agnes Rd Oregon City, OR 97045	Pittock Building 921 Washington Street Portland, OR	One DWDM Wavelength	\$400.00
3	Pittock Building CBX Rack 921 Washington Street Portland, OR	Pittock Building Customer Rack 921 Washington Street Portland, OR	One Optical Cross Connect	\$100.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	JeffColo.Net Datacenter 421 S. Redwood Street Canby, OR 97013	CBX WES Hub 15941 S Agnes Rd Oregon City, OR 97045	Construction	\$6,000.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, or the highest rate allowable in accordance with applicable law, whichever is less, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

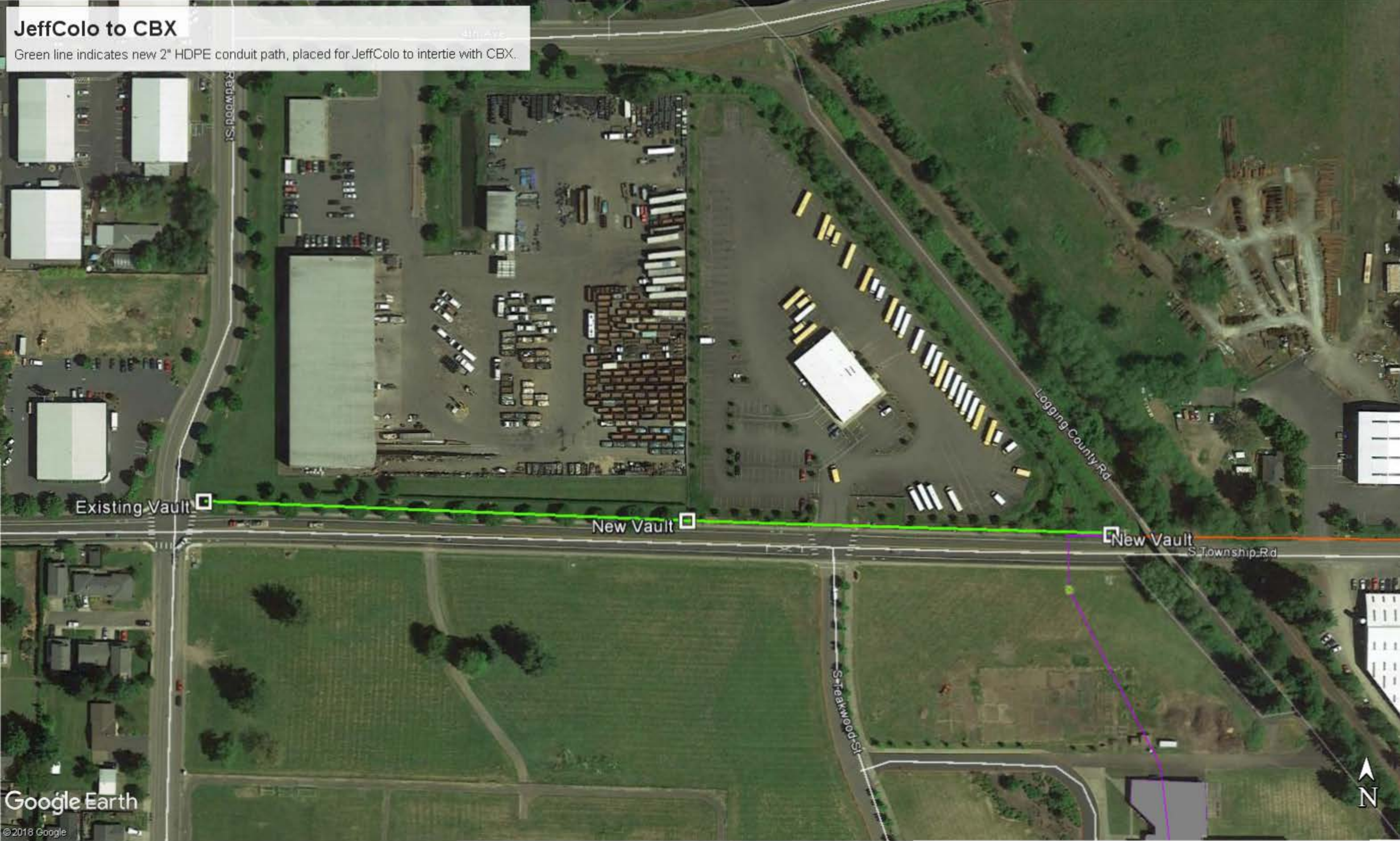
N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.

JeffColo to CBX

Green line indicates new 2" HDPE conduit path, placed for JeffColo to intertie with CBX.



Existing Vault

New Vault

New Vault

Redwood St

Logging County Rd

S. Township Rd





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Assistants

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

DESIGNATION OF NEWSPAPER FOR 2017
PROPERTY TAX FORECLOSURE PUBLICATION

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent.
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2018-2019 budget.
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	Board approval annually at the end of June.
Contact Person	Anja Mundy, County Counsel x 5396

Background:

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Clackamas Review.

The projected cost of publication in the Clackamas Review is included in the Assessment and Taxation's 2018-2019 budget for publication.

Recommendation:

Staff recommends the Board of County Commissioners approve the designation of the Clackamas Review to publish the 2018 tax foreclosure list.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kathleen Rastetter". The signature is written in black ink and is positioned above the printed name and title.

Kathleen Rastetter
Sr. Legal Counsel



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement
With City of Gladstone for Youth Work Crews for the Project Payback
Program**

Purpose/ Outcomes	City of Gladstone will provide opportunities for youth involved with the Juvenile Department to complete general labor, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	Gladstone, Oregon will provide up to \$4,080 through June 30, 2019. There are no general fund dollars required.
Funding Source	City of Gladstone, Oregon
Duration	Effective through June 30, 2019.
Previous Board Action	None
Strategic Plan Alignment	Ensure safe, healthy, and secure communities: The revenue received from this contract will provide funds for the youth that are working to receive a stipend which is in turn used to pay restitution to victims, court fines, and fees.
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

This Intergovernmental Agreement provides work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND
THE CITY OF GLADSTONE, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE PROJECT PAYBACK PROGRAM**

Purpose:

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of Gladstone (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for the Juvenile Department, Project Payback Program to provide supervised Youth Offender Work Crews (Work Crew) to perform general labor at sites under the control of the CITY.

Scope of Work and Cooperation:

- A. CITY agrees to accomplish the following work under this agreement:
1. Identify Work Crew Projects, such as litter patrol, brush cutting/clearing, painting, ivy removal and leaf pick up/removal in Gladstone.
 2. Schedule Work Crew projects on a mutually agreed upon schedule.
 3. Provide needed materials.
- B. COUNTY agrees to:
1. Provide a Work Crew supervisor to supervise all Work Crews.
 2. Provide a work crew to perform general labor on a mutually agreed upon schedule. Work crew size will average four crew members. Total labor hours per crew will average twenty-four (24) labor hours. Any work days with less than 4 crew members will not be billed.
 3. Provide necessary equipment needed by the Work Crew.
 4. Use best efforts to resolve any dispute with CITY should Work Crews not complete a project to CITY'S substantial satisfaction, keeping in mind the given worker population is "youth," not professional adults.

Compensation

- A. **Compensation:** CITY agrees to pay COUNTY an amount not to exceed \$340 per day for up to 12 days, total amount not to exceed \$4,080 for the services set forth in this agreement.
- B. **Payments:** Interim payments shall be made on the basis of request for payment submitted as follows:
1. COUNTY may bill quarterly, including itemized detail of hours worked.
 2. All requests for payment are subject to the approval of CITY consistent with the terms of this Agreement.
 3. CITY payments shall be mailed to:

Clackamas County Juvenile Department, 2121 Kaen Road, Oregon City, OR 97045

Attn: Lisa Krzmarzick, Administrative Services Supervisor

Liaison Responsibility: Steven Graves, Gladstone City Supervisor will act as liaison from CITY for this project. Wayne Curry, Work Crew Specialist, will act as liaison from the COUNTY.

Special Requirements

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND
THE CITY OF GLADSTONE, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE PROJECT PAYBACK PROGRAM**

A. Hazardous Materials: No Work Crew provided under this agreement shall be required to clean up any work site when known or suspected hazardous materials are present.

B. Conformance to Laws: COUNTY and CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Specifically, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.

C. Indemnification: CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of CITY or its employees. COUNTY agrees to indemnify, save harmless, and defend the CITY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of COUNTY or its employees subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

D. Insurance: Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self-insurance shall meet the obligations of this paragraph.

E. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such reports and documents should be retained for a period of three (3) years after receipt of final payment under this agreement, provided that any records and documents that are subject to audit findings shall be retained for a longer time until such audit findings are resolved.

F. Access to Records: The COUNTY shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND
THE CITY OF GLADSTONE, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE PROJECT PAYBACK PROGRAM**

Term of Agreement

A. Effective date: This agreement becomes effective July 1, 2018 or upon final signature whichever is later, and continues until June 30, 2019, unless amended or terminated in accordance with this Agreement. This IGA can be renewed for up to four (4) additional one year terms with the written approval of both parties.

B. Termination: This agreement is subject to termination by either of the parties following thirty (30) days written notice to the other.

Debt Limitation of Oregon Counties

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

WHEREAS, the aforementioned is hereby agreed upon by both parties and executed by the duly authorized signatures below.

CITY OF GLADSTONE

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS
Chair: Jim Bernard
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing On Behalf of the Board:



Steven Graves,
Gladstone City Supervisor

5-9-18

Date

Jim Bernard, Chair

Recording Secretary

Approved as to form:



County Counsel



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement
With Multiple Cities (Canby, Estacada, Happy Valley, Lake Oswego, Molalla, Oregon City, West Linn) for Diversion Panel Services for At Risk Youth

Purpose/ Outcomes	Clackamas County Juvenile Department will provide Diversion Panel services (including referral services, Diversion panel services and centralized juvenile records depository services) for at-risk youth who live within the Various City limits (Canby, Estacada, Happy Valley, Lake Oswego, Molalla, Oregon City, West Linn) as part of the Clackamas County Juvenile Crime Prevention Plan.
Dollar Amount and Fiscal Impact	<ol style="list-style-type: none"> 1. Canby, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required. 2. Estacada, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required. 3. Happy Valley, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required. 4. Lake Oswego, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required. 5. Molalla, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required. 6. Oregon City, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required. 7. West Linn, Oregon will provide \$2,500 through June 30, 2019. There are no general fund dollars required.
Funding Source	Multiple Cities, Oregon
Duration	Effective through June 30, 2019.
Previous Board Action	None
Strategic Plan Alignment	Provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community.
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

Previously signed by the Juvenile Director on behalf of the Board.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Canby
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated May 6, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.

III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.

III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.

III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045

VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF CANBY

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: 
Richard W Robinson
City Administrator

By: _____
Jim Bernard
Chair

Approved by County Counsel

Jeffery Munns

Date: 5/9/18

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF CANBY, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of Canby (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

Chief Bret Smith will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

- A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature follows

CITY OF CANBY

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf on the Board:




Signature

Richard W. Robinson
Name (Typed)

City Administrator
Title

5/6/2015
Date



Signature
Ellen Crawford, Director
Juvenile Department

5/7/15
Date

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
And the City of Estacada
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated May 7, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

- III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.
- III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.
- III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.
- III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045
- VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF ESTACADA

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: Denise Carey
Denise Carey
City Manager

By: _____
Jim Bernard
Chair

Approved by County Counsel
Jeffery Munns
Date: 5/9/18

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF ESTACADA, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of Estacada (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

City Manager Bill Elliott will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.

B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature follows

CITY OF ESTACADA

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

William Elliott
Signature

Signing on Behalf on the Board:

William Elliott
Name (Typed)

Ellen Crawford
Signature

City Manager
Title

Ellen Crawford, Director
Juvenile Department

5/4/15
Date

5/7/15
Date

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Happy Valley
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated July 8, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.

III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.

III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.


III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045

VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF HAPPY VALLEY

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: _____


Jason Tuck
City Manager

By: _____

Jim Bernard
Chair

Approved by County Counsel

Jeffery Munns

Date: 5/9/18

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF HAPPY VALLEY, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of HAPPY VALLEY (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

Steve Campbell will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

- A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability


If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.


Signature follows

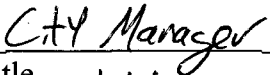
CITY OF HAPPY VALLEY

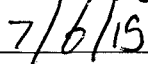
**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith




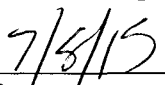
Signature


Name (Typed)


Title


Date

Signing on Behalf on the Board:


Signature
Ellen Crawford, Director
Juvenile Department


Date

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Lake Oswego
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated June 18, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

- III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.
- III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.
- III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.
- III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045
- VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF LAKE OSWEGO

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: Scott Lazenby
Scott Lazenby
City Manager

By: _____
Jim Bernard
Chair

Approved by County Counsel
Jeffery Munns
Date: 5/9/18

Approved as to form:
Evan P. Boone
Digitally signed by Evan Boone
DN: cn=Evan Boone, o=City of Lake
Oswego, ou=City Attorney's Office,
email=eboone@clackamas.or.us, c=US
Date: 2018.05.15 19:49:31 -0700
Evan P. Boone, Deputy City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF LAKE OSWEGO, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of LAKE OSWEGO (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

Chief Don Johnson will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.

B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature follows

CITY OF LAKE OSWEGO

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Scott Lazenby

Signature

SCOTT LAZENBY

Name (Typed)

CITY MANAGER

Title

6/18/15

Date

Signing on Behalf on the Board:

Ellen Crawford

Signature

Ellen Crawford, Director
Juvenile Department

8/10/15

Date

*Approved as to form
Evan P. Boone 5/29/15
Deputy City Attorney*

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Molalla
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated May 11, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.

III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.

III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.

III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045

VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF MOLALLA

By:


Dan Huff
City Manager

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: _____

Jim Bernard
Chair

Approved by County Counsel

Jeffery Munns

Date: 5/9/18

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF MOLALLA, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of MOLALLA (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

Chief Rod Lucich will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

- A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

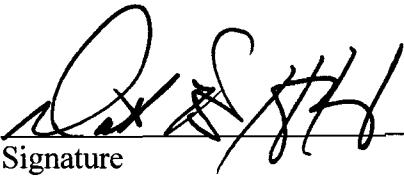
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature follows

CITY OF MOLALLA

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith



Signature

DAN HUFF

Name (Typed)

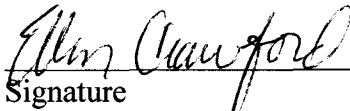
city manager

Title

05/04/15

Date

Signing on Behalf on the Board:



Signature

Ellen Crawford, Director
Juvenile Department

5/11/15

Date

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Oregon City
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated May 7, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.

III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.

III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.

III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045

VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF OREGON CITY

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: 
Jim Band
Chief of Police

By: _____
Jim Bernard
Director, Juvenile Department

Approved by County Counsel
Jeffery Munns
Date: 5/9/18

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF OREGON CITY, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of OREGON CITY (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$3,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

Chief Band will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

- A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

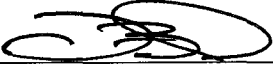
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature follows

CITY OF OREGON CITY

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith



Signature

Jim BAND

Name (Typed)


CHIEF

Title

5-6-15

Date

Signing on Behalf on the Board:



Signature
Ellen Crawford, Director
Juvenile Department

5/7/15

Date

**Renewal No 3 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of West Linn
For Diversion Panel Services for At Risk Youth**

This Renewal No. 3, when signed by each party, as authorized by the original Intergovernmental Agreement dated May 12, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

- III A.1. Compensation - Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.
- III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-2019.
- III B.1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.
- III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Lisa Krzmarzick, 2121 Kaen Road, Oregon City, OR 97045
- VII A. Term of Agreement - The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.

CITY OF WEST LINN

By: 
Eileen Stein
City Manager

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: _____
Jim Bernard
Chair

Approved by County Counsel

Jeffery Munns

Date: 5/9/18

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF WEST LINN, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of WEST LINN (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2015-16

1. Fiscal year 2015-16 begins on July 1, 2015 and ends on June 30, 2016.
2. CITY agrees to pay COUNTY \$3,500 for services in fiscal year 2015-16.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2015 for fiscal year 2015-16. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Attn. Crystal Wright
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045

IV. Liaison Responsibility.

Chief Terry Timeus will act as liaison for CITY for this Agreement. Mark McDonnell will act as liaison for the COUNTY.

V. Special Requirements.

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

A. Effective date and Term. The term of this Agreement begins on July 1, 2015, and ends on June 30, 2016, and is effective upon signature of both parties.

B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature follows

CITY OF WEST LINN

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Terry D. Timeus
Signature

Terry D. Timeus
Name (Typed)

Chief of Police

Title
5/4/15
Date

Signing on Behalf on the Board:

Ellen Crawford
Signature

Ellen Crawford, Director
Juvenile Department

5/12/15
Date



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 8 to Intergovernmental Agreement No. 0607133 with Multnomah County for Secure Custody Detention Beds for Juvenile Offenders

Purpose/Outcomes	This is Amendment No 8 to an Intergovernmental Agreement (IGA) with Multnomah County to purchase 15 secure custody detention beds at Donald E. Long Detention Facility, a decrease of 2 beds from the prior fiscal year. There is an increase of 3% per bed per day (based on the CPI-W), which equates to \$9.00 per bed day, an increase from \$300 per bed day to \$309 per bed day.
Dollar Amount and Fiscal Impact	The maximum contract value is \$1,691,775.00
Funding Source	General fund; Juvenile Crime Prevention Basic and Diversion; CCSO
Safety Impact	This IGA amendment is for 15 secure juvenile detention beds in Multnomah County. These beds will be utilized by juvenile and Ballot Measure 11 offenders. These beds are used as a means to ensure public safety and as accountability for youth offenders.
Duration	Effective July 1, 2018 through June 30, 2019
Previous Board Action	Amendment No. 6 April 28, 2016 Agenda E.1.; Amendment No. 7 June 8, 2017 Agenda F.2.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-3171
Contract No.	Multnomah County Contract Number 0607133

BACKGROUND:

Attached is an Amendment No. 8 to IGA No 0607133. This IGA is to purchase 15 secure custody detention beds from Multnomah County. Since 1981 Clackamas County has contracted annually with Multnomah County for access secure custody for juveniles awaiting process in the juvenile court system.

County Counsel has reviewed and approved this Amendment on May 21, 2018.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 8 to Intergovernmental Agreement No. 0607133.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT**
(Amendment to change Contract provisions during contract term.)

Contract Number 0607133 Amendment #8

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2018**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

- A. Amend Section V.A., AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2018~~ **2019**, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- B. Amend Section III.C., Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year **phase-in cost** and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for ~~seventeen beds (17)~~ **fifteen beds (15)** will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the **phase-in cost** projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all ~~seventeen (17)~~ **fifteen (15)** beds in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30 (17 beds)
2015-2016	\$288.06	\$1,792,309.32
2016-2017	\$288.92	\$1,792,748.60
2017-2018	\$300.00	\$1,861,500.00 (17 beds)

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost</u>
2018-2019	\$309.00	\$1,691,775.00 (15 beds)

C. Amend Section III.C., §3., to read as follows:

2. Clackamas may utilize more than ~~seventeen (17)~~ **fifteen (15)** beds under this Agreement without charge so long as Clackamas's individual bed use does not exceed ~~nineteen (19)~~ **seventeen (17)** beds or combined with that of Washington County does not exceed ~~thirty-eight (38)~~ **thirty-six (36)** beds, and providing Multnomah does not reach its budgeted capacity of male or female beds. If the combined capacity of male or female beds changes, Clackamas shall be notified by letter.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: n/a

Signature: _____

Date: _____

Print Name: _____

Dept Director or Designee: Jenny M. Morf Sr. Trial/Deal

Title: _____

Date: 5/23/18

Date: _____

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a

Approved as to form by: Jeffrey Munns

Date: _____

Date: 5/21/18



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the
Clackamas County Peace Officers' Association (POA)

Purpose/Outcomes	Settlement of labor contract
Dollar Amount and Fiscal Impact	\$ 6,512,678.63
Funding Source	General Fund
Duration	July 1, 2017 – June 30, 2020
Previous Board Action	June 4, 2018 - Executive Session
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Eric Sarha, HR Assistant Director 503-655-8292
Contract No.	N/A

BACKGROUND:

The Department of Human Resources has concluded negotiations with the Clackamas County Peace Officers' Association. The Union membership has voted to ratify the contract for July 1, 2017 through June 30, 2020. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

Pay

Cost of Living Adjustment (COLA)

- For fiscal year 2017-18, 2.2% effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment equivalent to 2.2% from July 1, 2017 to ratification date. (Year One Fiscal Impact \$892,110)
- For fiscal year 2018-19, 2.5%, effective the first payroll period after July 1, 2018. (Year Two Fiscal Impact \$1,937,752)
- For fiscal year 2019-20, 3% effective the first payroll period after July 1, 2019. (Year Three Fiscal Impact \$3,237,361)

Total COLA Fiscal Impact for the Life of the Contract: \$6,067,223.00

Medical Opt Out

Estimated Annual Employer Cost:

CY 2018: \$28,512.00

CY 2019: \$59,875.20

CY 2020: \$31,434.48

Total Medical Opt Out Fiscal Impact for the Life of the Contract: \$119,821.68

*Estimated POA enrollment is based on current percentage of Represented enrollments. Annual increase is estimated is based on the last two year average increase. Actual employer cost could be more or less depending on actual POA enrollment.

Flexible Spending Account

Estimated Annual Employer Cost:

CY 2018: \$2,620.00

CY 2019: \$7,860.00

CY 2020: \$3,930.00

Total Flexible Spending Account Fiscal Impact for the Life of the Contract: \$14,410.00

*Estimated POA enrollment is based on current percentage of General County enrollments. Actual employer cost could be more or less depending on actual POA enrollment.

Retiree Medical Benefits

Currently 3.25% of an employee's base pay as set forth in the pay plan shall be placed into a fund to be administered by the Clackamas County Sheriff's Office Independent Retiree Medical Trust (IRMT) Effective January 1, 2019 the contribution will change to 3.5%

Estimated Annual Employer Cost:

CY 2019=\$ 74,981.28

CY 2020= \$ 39,019.79

Total Retiree Medical Benefits Fiscal Impact for the Life of the Contract: \$114,001.07

Incentive Program

- Year One Fiscal Impact: \$ 11,612.52
- Year Two Fiscal Impact: \$ 22,450.80
- Year Three Fiscal Impact: \$ 35,827.56

Total Incentive Program Fiscal Impact for the Life of Contract: \$69,890.88

SWAT/HNT, CERT, EDU/Bomb, Dive Rescue Team Premium Pay

- Year One Fiscal Impact: \$ 31,800.00
- Year Two Fiscal Impact: \$ 31,800.00
- Year Three Fiscal Impact: \$ 31,800.00

Total Premium Pay Fiscal Impact for the Life of Contract: \$94,500

Miscellaneous


Legal Defense Fund

Total Legal Defense Fund Fiscal Impact for Years 2 and 3: \$32,832

RECOMMENDATION:

Staff recommends the Board approve the attached contract for the Clackamas County Peace Officers' Association.

Respectfully submitted,



Evelyn Minor Lawrence, HR Director

**2017-2020
AGREEMENT
Between
Clackamas County, Oregon
And**



**Clackamas County
Peace Officers' Association**

TABLE OF CONTENTS

PREAMBLE	6
ARTICLE 1- RECOGNITION	6
ARTICLE 2- PRESERVATION OF PUBLIC RIGHTS	8
ARTICLE 3 - EXISTING CONDITIONS	9
ARTICLE 4 - HOURS OF WORK	10
SECTION 1. REGULAR HOURS AND WORKDAY.	10
SECTION 2. WORKWEEK. NON-CONTINUOUS OPERATIONS.	10
SECTION 3. WORKWEEK. CONTINUOUS OPERATIONS.	10
SECTION 4. FOUR (4) TEN (10) WORK SCHEDULE.	11
SECTION 5. 3-12/3-12 + 8 HOUR WORK SCHEDULE.....	11
SECTION 6. 5-9/4-9 WORK SCHEDULE.	11
SECTION 7. 9-80 WORK SCHEDULE.	11
SECTION 8. SCHOOL RESOURCE OFFICERS.	12
SECTION 9. SCHEDULE OF DEPUTY MEDICAL EXAMINERS.	12
SECTION 10. SHIFT TRADING.....	12
SECTION 11. SCHEDULE ASSIGNMENTS.	12
SECTION 12. DPSST BASIC ACADEMY TRAINING.	13
SECTION 13. CIVIL DIVISION.	13
ARTICLE 5 - MEAL AND REST BREAKS	14
SECTION 1. MEAL PERIODS.	14
SECTION 2. REST PERIODS.	14
ARTICLE 6 - SHIFT PREFERENCE, CHANGES AND DAYS OFF	15
SECTION 1. SENIORITY FOR SHIFT PREFERENCE AND DAYS OFF.	15
SECTION 2. SHIFT CHANGES.	15
SECTION 3. SHIFT ROTATION.....	16
SECTION 4. ROTATION PROCESS.....	17
SECTION 5. CONTRACT CITIES.....	18
ARTICLE 7- HOLIDAYS	20
SECTION 1. HOLIDAYS.....	20
SECTION 2. HOLIDAY PAY.....	20
SECTION 3. WEEKEND HOLIDAYS FOR NON-CONTINUOUS OPERATIONS.	20
SECTION 4. HOLIDAY DURING LEAVE.	20
SECTION 5: HOLIDAY WORKED.	20
SECTION 6. PERSONAL LEAVE.	21
ARTICLE 8 - SICK LEAVE	22
SECTION 1. ACCRUAL.....	22
SECTION 2. VERIFICATION OF SICKNESS.....	22
SECTION 3. USE OF SICK LEAVE.....	22
SECTION 4. BEREAVEMENT LEAVE.....	22
SECTION 5. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT.....	23
SECTION 6. SICK LEAVE DONATION.....	23
SECTION 7. PAY AND SUBPOENAS WHILE ON LEAVE.....	23
ARTICLE 9 - VACATION LEAVE	24
SECTION 1. ACCRUAL.....	24

SECTION 2. TERMINATION OR DEATH.....	24
SECTION 3. VACATION SCHEDULING.....	24
SECTION 4. REQUIRED USE OF VACATION.....	25
SECTION 5. COMMITMENT TO RETIRE.....	25
ARTICLE 10 - OTHER LEAVES	27
SECTION 1. LEAVE OF ABSENCE.....	27
SECTION 2. JURY DUTY.....	27
SECTION 3. FAMILY MEDICAL LEAVE AND PARENTAL LEAVE.....	27
SECTION 4. EDUCATIONAL LEAVE.....	27
ARTICLE 11 - HEALTH AND WELFARE.....	28
SECTION 1. ACCRUAL OF BENEFITS.....	28
SECTION 2. MEDICAL-HOSPITAL.....	28
SECTION 3. LIFE INSURANCE.....	29
SECTION 4. DENTAL INSURANCE.....	29
SECTION 5. LONG-TERM DISABILITY INSURANCE.....	29
SECTION 6. CIVIL INSURANCE.....	29
SECTION 7. SURVIVING SPOUSE AND DEPENDENT COVERAGE.....	29
SECTION 8. RETIREE MEDICAL BENEFITS.....	30
SECTION 9. DOMESTIC PARTNERS.....	30
SECTION 10. BENEFITS WAITING PERIOD.....	30
SECTION 11. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER.....	30
SECTION 12. JOINT PEACE OFFICERS/COUNTY BENEFITS COMMITTEE.....	31
SECTION 13. HEALTH REIMBURSEMENT ACCOUNT (HRA).....	31
SECTION 14: FLEXIBLE SPENDING ACCOUNT (FSA).....	32
ARTICLE 12 – WAGES.....	33
SECTION 1. WAGES AND CLASSIFICATION SCHEDULE.....	33
SECTION 2. DEFERRED COMPENSATION.....	33
SECTION 3. TIME OF SERVICE.....	33
SECTION 4. LONGEVITY PAY.....	33
SECTION 5. COMPUTATION OF HOURLY RATE. SALARY SCALE HAS HOURLY RATE.....	34
SECTION 6. RECORDS UNIT GRAVEYARD SHIFT DIFFERENTIAL PAY.....	34
ARTICLE 13 – OVERTIME.....	35
SECTION 1. OVERTIME.....	35
SECTION 2. ASSIGNMENT OF OVERTIME.....	36
SECTION 3. DPSST BASIC ACADEMY OVERTIME.....	38
ARTICLE 14 - COURT APPEARANCES.....	39
SECTION 1. TIME OUTSIDE REGULAR SHIFT FOR COURT APPEARANCES.....	39
SECTION 2. OVERTIME PAY WHILE ON APPROVED PAID LEAVE.....	40
ARTICLE 15 - CALL BACK/CALL OUTS.....	41
SECTION 1. CALL BACK.....	41
SECTION 2. CALL OUT.....	41
SECTION 3. CONDITIONS FOR CALL OUTS AND CALL BACKS.....	41
SECTION 4. ELECTRONIC NOTIFICATION DEVICES.....	41
SECTION 5. CALL OUTS FOR DETECTIVE, ITF AND CRAFT.....	42
ARTICLE 16 - TRAVEL PAY.....	44
ARTICLE 17 - ON CALL PAY.....	45
SECTION 1. ON CALL ASSIGNMENT.....	45
SECTION 2. DETECTIVES.....	45

ARTICLE 18 - WORK ABOVE NORMAL CLASSIFICATION	47
SECTION 1. WORKING OUT OF CLASSIFICATION.....	47
SECTION 2. SPECIAL ASSIGNMENT.....	47
ARTICLE 19 - TRAINING/PROBATIONARY PERIODS.....	48
SECTION 1. TRAINING.....	48
SECTION 2. PROBATIONARY PERIODS.....	48
ARTICLE 20 - DISCIPLINE AND DISCHARGE.....	50
ARTICLE 21 - SETTLEMENT OF DISPUTES	52
SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE.....	52
ARTICLE 22 - MISCELLANEOUS.....	54
SECTION 1. NO DISCRIMINATION.....	54
SECTION 2. DEPARTMENT POLICY.....	54
SECTION 3. ADEQUATE PROTECTION.....	54
SECTION 4. COPIES OF COLLECTIVE BARGAINING AGREEMENT (CBA).....	54
ARTICLE 23 - USE OF RESERVE PERSONNEL	55
ARTICLE 24 - FAIR SHARE AGREEMENT	56
ARTICLE 25 - WORKERS COMPENSATION	58
ARTICLE 26 - REGULAR PART-TIME EMPLOYEE BENEFITS.....	60
ARTICLE 27 - COMPENSATORY TIME OFF.....	61
ARTICLE 28 - PUBLIC EMPLOYEES RETIREMENT SYSTEM	62
SECTION 1. EMPLOYER "PICK-UP" OF EMPLOYEES PERS/OPSRP CONTRIBUTION.....	62
SECTION 2. NOTICE OF INTENT TO RETIRE.....	62
ARTICLE 29 - LAYOFF	64
ARTICLE 30 - TUITION REIMBURSEMENT	67
ARTICLE 31 - INCENTIVE PROGRAM.....	68
SECTION 1. INCENTIVE SCHEDULE.....	68
SECTION 2. MARKSMANSHIP PAY.....	70
SECTION 3. IAI AND IACIS CERTIFICATIONS.....	70
SECTION 4. DPSST CERTIFICATION.....	71
SECTION 5. EDUCATION PAY.....	71
SECTION 6. SUPERVISORY PAY.....	72
SECTION 7. COMMUNITY SERVICE OFFICERS WITH AA OR BA DEGREE.....	72
SECTION 8. DETECTIVE AND EVIDENCE TECHNICIAN INCENTIVE PAY PROGRAM.....	72
SECTION 9. DETECTIVE SERGEANT INCENTIVE PAY AND CCITF SERGEANT PAY.....	73
SECTION 10. FIELD TRAINING OFFICER PAY.....	73
SECTION 11. BILINGUAL PAY.....	74
SECTION 12. MOTOR DEPUTY PAY.....	74
SECTION 13. CANINE ASSIGNMENT AND PREMIUM PAY.....	74
SECTION 14. SWAT/HNT, CERT, EDU/BOMB, DIVE RESCUE TEAM.....	75
ARTICLE 32 – EQUIPMENT	76
SECTION 1. REPAIR OR REPLACEMENT OF PERSONAL PROPERTY OR EQUIPMENT.....	76
SECTION 2. VESTS.....	76
SECTION 3. EQUIPMENT REIMBURSEMENT.....	76
ARTICLE 33 - CLEANING AND CLOTHING ALLOWANCE	77

SECTION 1. UNIFORM CLEANING.....	77
SECTION 2. CLOTHING ALLOWANCE.....	77
ARTICLE 34 - LEGAL DEFENSE FUND	78
ARTICLE 35 - SAVINGS CLAUSE.....	79
ARTICLE 36 - ASSOCIATION RIGHTS	80
SECTION 1. ASSOCIATION EXECUTIVE BOARD.....	80
SECTION 2. EXECUTIVE BOARD RELEASE TIME.....	80
SECTION 3. ASSOCIATION NEGOTIATING COMMITTEE.....	80
SECTION 4. NEGOTIATING COMMITTEE RELEASE TIME AND PAID BARGAINING TIME.....	81
SECTION 5. COUNTY- ASSOCIATION MEETINGS.....	81
ARTICLE 37 - LIGHT DUTY	82
ARTICLE 38 - DEPUTY MEDICAL EXAMINERS, DISASTER MANAGEMENT DEPARTMENT, AND DISTRICT ATTORNEY INVESTIGATORS.....	84
SECTION 1. APPLICATION OF ARTICLE.....	84
SECTION 2. WORKWEEK FOR DMES.....	84
SECTION 3. ON-CALL FOR DMES.....	85
SECTION 4. CALL BACK PAY FOR DMES.....	85
SECTION 5. PHONE CALL PAY FOR DMES.....	85
SECTION 6. LEAVE HOURS.....	86
SECTION 7. CHIEF DEPUTY MEDICAL EXAMINER.....	86
SECTION 8. RATES OF PAY FOR DMES.....	86
SECTION 9. ON-CALL FOR STRATEGIC PROGRAM COORDINATORS IN DISASTER MANAGEMENT.....	86
SECTION 10. STRATEGIC PROGRAM COORDINATORS IN DISASTER MANAGEMENT WORK HOURS.....	87
SECTION 11. DISTRICT ATTORNEY INVESTIGATORS WORK HOURS.....	87
ARTICLE 39 - EMPLOYEE ASSISTANCE PROGRAM/EAP.....	88
ARTICLE 40 - TRANSFERS.....	89
ARTICLE 41 – TERMINATION	90
APPENDIX A	92
ADDENDUM 1 - DRUG AND ALCOHOL POLICY	
ADDENDUM 2 - DRUG AND ALCOHOL POLICY (DOT)	

A G R E E M E N T

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION

PREAMBLE

This Agreement is entered into by Clackamas County, Oregon hereinafter referred to as the County, and the Clackamas County Peace Officers Association, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1- RECOGNITION

Section 1. The County recognizes the Association as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of the classified County employees in the Sheriff's Office, Investigators in the District Attorney's Office, and Deputy Medical Examiners and Strategic Program Coordinators in the Department of Disaster Management, working twenty or more hours per week.

The bargaining unit excludes supervisory employees including Lieutenants and those with higher rank, confidential, and unclassified including temporary or limited term duration employees.

Classified and unclassified positions are those as identified by County Code 2.05.

Section 2. When any bargaining unit classification not listed on the Wage Schedule is established, the County shall designate a pay rate for the position. In the event the Association does not agree that the rate is proper, the County will negotiate with the Association over the wage rate and any disagreement over the wage rate will be submitted to the impasse resolution consistent with ORS 243.698. In such case, the County is not precluded from filling the position at the posted wage rate; however, the County acknowledges the obligation to bargain and honor any interest arbitration award.

Section 3. The Association and the Sheriff's Office agree to meet twice a year regarding the utilization of temporary employees, also known as unallocated positions, by the Sheriff's Office. The meetings will be staffed by a representative from Human Resources. The meetings will take place within 10 working days of March 15 and September 15 each year. The purpose of the

meetings will be to assess the Sheriff's use of temporary employees, the duration of their assignments and whether or not the positions should be converted to part-time or full-time positions.

ARTICLE 2- PRESERVATION OF PUBLIC RIGHTS

Section 1. The Association 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 full and complete right to manage and 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 negotiations insofar as this right does not affect the meaning, interpretation or application of any other term of this Agreement.

1. The determination of the governmental services to be rendered to the citizens of Clackamas County, Oregon.
2. The determination of the County's financial, budgetary and accounting procedures.
3. 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; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

Section 2. The County, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the Association or in the exercise of rights protected by this contract, including the right to file grievances or to request Association representation.

Section 3. The County and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or any other subject matter except as provided in Article 3, Existing Conditions.

ARTICLE 3 - EXISTING CONDITIONS

Matters of employment relations, as defined by PECBA, including but not limited to, direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment that are not referred to or covered by other provisions of this Agreement shall be continued at not less than the level in effect at the time of the signing of this Agreement. Any changes in those existing employment relations during the term of the Agreement shall be negotiated with the Association in accordance with ORS 243.698.

ARTICLE 4 - HOURS OF WORK

Section 1. Regular Hours and Workday.

The regular hours of work each day shall be consecutive. The workday shall consist of current prevailing consecutive hours of work scheduled, provided that changes to shift starting times that are required for justifiable business reasons may be made at the time of regular semi-annual seniority shift-bid without bargaining the change with the Association. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time except for emergency situations.

Motors and Canine Units:

The workday for Motor and Canine Units commences and ends upon arrival and departure from the County, except that the workday for Motor Units and Canine Units assigned to contract cities commences and ends upon arrival and departure from the contract city limits. When a Motor Unit employee agrees to work a voluntary overtime shift on days off for special events, work time starts upon the employee's arrival at the event and ends upon the employee's departure from the event. Shift starting times and days for Motor Units may be altered by the County for justifiable business reasons at the time of regular semi-annual seniority shift bid without bargaining the change with the Association. Shift bid posting for Motors will include work hours and days off but need not include district assignments or city assignment.

Deputies may be assigned to Canine duties at the discretion of the County. It is anticipated that Canine Deputies will provide routine care of their assigned dogs, including feeding, grooming, and other normal dog maintenance responsibilities, outside the Canine Deputy's normal work hours. The parties have evaluated the time needed for routine care and have determined that 4 hours per week (34 minutes a day) is reasonable and sufficient to meet those responsibilities. In consideration of this activity, Canine Deputies shall receive one (1) hour release time per working day when on a 4/10 schedule for these duties. If the work schedule differs from a 4/10 schedule, the Deputy will receive the equivalent of 4 hours per week of release time divided into the workday schedule. Canine Deputies may also be required to work a full week schedule and would be eligible for overtime for routine care.

Section 2. Workweek. Non-continuous Operations.

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for employees covered by another workweek schedule listed within this Article or as outlined in the job assignment posting.

Section 3. Workweek. Continuous Operations.

The workweek for employees engaged in continuous operations shall consist of consecutive days.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week such as but not limited to Patrol, Records and Corrections.

Section 4. Four (4) Ten (10) Work Schedule.

It is mutually agreed that the County may employ employees on a four (4) day work week ten (10) hour a day basis, referred to as the 4/10 schedule, rather than those hours set forth above in this Article. The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the County or the Association.

Section 5. 3-12/3-12 + 8 Hour Work Schedule.

The 3-12/3-12 + 8 work schedule shall consist of one work week with the seven (7) day payroll week of the three (3) twelve (12) hour work days, followed by four (4) days off, and the other work week with the seven (7) day payroll week of the three (3) twelve (12) hour work days, with an eight (8) hour work day, followed by three (3) days off. This schedule may begin with either the long or the short work week. Employees assigned this schedule are subject to the section 7k exemption under the Fair Labor Standards Act. This 7k exemption establishes a 14-day work period. Overtime will be paid for hours worked in excess of 80 hours in the 14-day period. Overtime on a daily basis will be paid as provided in Article 13. The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the County or the Association.

Section 6. 5-9/4-9 Work Schedule.

The 5-9/4-9 work schedule shall consist of five (5) consecutive nine (9) hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) hour workdays, followed by three (3) consecutive days off. During the 4-9 work week, Friday shall be the first of the three consecutive days off. The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the County or the Association.

Pursuant to the 5-9/4-9 schedule, the parties agree that employees assigned to this schedule are subject to the 7k exemption under the Fair Labor Standards Act. This 7k exemption establishes a 14-day work period. Overtime will be paid for hours worked in excess of 81 hours in the 14-day period. Overtime on a daily basis will be paid for hours worked exceeding nine (9).

Section 7. 9-80 Work Schedule.

The 9-80 work schedule is as follows:

For the purposes of this 9-80 schedule, the work week will be defined from 12:00 p.m. on Friday to 11:59 a.m. the following Friday. The schedule is one (1) week of four (4) consecutive nine (9) hour workdays and a fifth day of a four (4) hour shift. The new work week starts thereafter on the same day followed by another

four (4) hour shift, two (2) days off, and one (1) week of four (4) consecutive nine (9) hour workdays, with the following fifth day off.

The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the County or the Association.

Section 8. School Resource Officers.

During the school year, School Resource Officers (SRO) shall work a five (5) day work week, eight (8) hours a day schedule, Monday through Friday. The SRO's may be assigned to a four (4) day work week, ten (10) hours a day with either Friday through Sunday off or Saturday through Monday off depending upon the needs of the specific school and/or Sheriff's Office. School Resource Officers will be assigned to day shift but may request an alternative shift and/or alternative days off. Notification of their Summer schedule shall be given at least thirty (30) days prior to the change unless mutually agreed to be shorter. When a school holiday and a County holiday are the same, the SRO will have that day off. On days when students are not present, (unless the school requests their presence), the SRO's will report to patrol for their regular working hours.

Section 9. Schedule of Deputy Medical Examiners.

See Article 38.

Section 10. Shift Trading.

For employees who agree to trade shifts for one day, the traded shift becomes each employee's assigned shift. Failure to work the shift will have the same consequences as if the employee did not work the employee's regular shift. Shift trades may be made only between employees working in the same capacity, must be voluntarily agreed to by the employees involved, and must be approved by management after being fully informed of the trade and before the work is performed. Overtime does not apply to traded shifts.

If approved, in writing and signed by the supervisor, an employee may designate an equivalent amount of vacation hours to the employee working their shift in lieu of working a shift in exchange.

Section 11. Schedule Assignments.

1. Patrol Division: 4-10 schedule with consecutive days off. Management will decide if the schedule for Support Staff assigned to the Patrol Division will be another schedule as provided in Article 4.

2. Investigations Division -Detectives: 4-10 schedule with consecutive days off. Detectives will either select Monday or Friday as the "third" day off based on Division seniority with the understanding that the Monday/Friday is divided between employees such that coverage is provided Monday through Friday every week as determined by Management. Management will decide if the schedule for

Support Staff assigned to the Investigations Division will be another schedule as provided in Article 4.

This schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the County or the Association. In the event the 4-10 schedule is terminated by the County for Detectives, Detectives will revert back to the 5-9/4-9 schedule in Section 6 and double-time will be reinstated under Article 15, Section 5.

3. Corrections Deputies and Corrections Deputy Recruits: 3-12/3-12 + 8 schedule.

Section 12. DPSST Basic Academy Training.

All DPSST Basic Academy mandatory activities such as but not limited to instruction time, flag raising, and physical fitness training shall be considered as normal work duty time and shall be compensated as such. The work week shall consist of a forty (40) hour work week, based upon a five (5) day work week, eight (8) hour work day. These eight hours of the work day may be non-consecutive due to long break periods between classes and other required activities. If the amount of time spent in required activities totals more than forty hours per week, overtime will be paid at time and one half. Attendance at voluntary Basic Academy events is not considered work time.

The County agrees to continue to pay for the employee's meals and other normal required Basic Academy expenses such as room and instruction expenses. This does not include optional equipment expenses which shall be paid by the employee, or other equipment that the employee is normally required to purchase.

Section 13. Civil Division.

Deputies and Sergeants assigned to the Civil Division shall work a 5-9/4-9 schedule as provided in Section 6.

The implementation of the 5-9/4-9 work schedule shall terminate upon the mutual consent of the parties or by thirty (30) days written notification from either party of its desire to terminate. Neither party shall file a grievance if either party decides to terminate this agreement.

Civil deputies will sign up by seniority for hours of work, shift preference and days off. Civil sergeants will have alternating Fridays or Mondays off as determined by management.

ARTICLE 5 - MEAL AND REST BREAKS

Section 1. Meal periods.

All employees will be granted a meal period during their working shift, during which time employees are subject to call when needed.

All non-sworn staff may be allowed to combine one (1) of his/her rest periods with his/her meal period with Division Commander approval.

Meal periods are on paid time.

Section 2. Rest periods.

Employees working an eight (8) or nine (9) hour day shall be provided with rest period of fifteen (15) minutes during each half of the employee's shift. Employees working a ten (10) hour day shall be provided with a rest period of twenty (20) minutes during each half of the employee's shift. Employees working a 12-hour shift shall be provided with two twenty (20) minute rest periods during the employee's shift.

Rest periods are on paid time.

ARTICLE 6 - SHIFT PREFERENCE, CHANGES AND DAYS OFF

Section 1. Seniority for Shift Preference and Days Off.

For the purposes of shift preference and selection of off duty days within a Division, seniority shall be the major consideration along with the needs of the Sheriff's Office and the individuals involved. When shift preference or selection of off duty days is not based upon seniority, the employee shall be given notice in writing at least seven (7) calendar days before the effective date of the needs of the Sheriff's Office that precluded the use of seniority for said shift preference or selection of off duty days.

Seniority shall be determined by the length of time an employee has within a job classification with the Sheriff's Office except for Recruit and Deputy Sheriff in which case seniority shall be defined as the hire date in either of these two classifications and for Recruit Jail Deputy and Jail Deputy in which case seniority shall be defined as the hire date in either of these two classifications. For Office Specialist 1 and Office Specialist 2 seniority shall be defined as the hire date in either of these two classifications.

An employee's request for transfer to a different shift or different days off shall be made in writing and shall go directly to the Division Commander under whom the employee is assigned. The Division Commander will act promptly upon the employee's request by written response to the employee of the approval or denial of the request. No request shall be denied unless an operational basis exists for the denial. In the event the request is denied, the Division Commander shall state the reason or reasons for denial in writing in the response to the employee.

Section 2. Shift Changes.

The Division or Watch Commander will make every effort to schedule shift changes or reassignment with the least amount of additional shifts to be worked by the employee over the regular work week.

1. Shift Reassignment:

If at the request of an employee or upon a shift assignment at the discretion of management, an employee is assigned a shift, or transferred to another assignment wherein the employee is required to work any consecutive days beyond their normal work schedule to adopt the new shift assignment, such additional time worked will be compensated as either overtime pay (under Article 13, Section 1) or one (1.0) hour of straight time as pay plus 0.5 hours as straight compensatory time for each hour worked.

For example: if an employee working a four (4) ten (10) schedule works a fifth consecutive ten (10) hour day, the ten (10) hours worked will only be compensated as overtime (under Article 13, Section 1) or 10 hours of straight time and 5 hours of compensatory time. (No other hourly compensation will be paid)

2. Day Off Adjust:

Day Off Adjust is considered as regular hours that an employee is not required to work due to shift rotation or transitioning to administrative leave. Day Off Adjust is paid at the regular straight time rate of pay.

If the employee is granted a Day Off Adjust to avoid working a consecutive day beyond their previous work schedule then overtime or compensatory time do not apply for the work days that follow during the shift adjustment period. For example: If an employee working a four (4) ten (10) schedule is given a Day Off Adjust on the last day of their previous work schedule (day 4 of 4) or another following consecutive day and then starts the new schedule the employee is not entitled to any overtime or compensatory time for the days following. (i.e.: straight time only will be paid for the 5, 6, and 7th day, respectively).

If the employee requests and management agrees to take a different Day Off Adjust other than the one offered by management to avoid consecutive days worked, the employee is not entitled to overtime or compensatory time for consecutive days worked. For example: in the above scenario if the employee is offered day 4 off but would rather have day 6 off (second day of their new schedule and work week) the employee is not entitled overtime or compensatory time for working the 5th day.

Section 3. Shift Rotation.

Shift rotation for Patrol Division, Jail Division, and Records Section occurs every six (6) months with days off sign up occurring based on classification seniority. An employee wishing to transfer to patrol from any special assignment, division or position shall notify both their Division Commander and the Patrol Division Commander, in writing, no later than June 30 or December 31 prior to the start of the shift rotation sign up.

Rotation Schedule for Employees:

Patrol/Records:

For non-sergeant employees, shift rotation and implementation occurs every six (6) months on the first day of the first payroll period in March and the first day of the first payroll period following Labor Day. Bidding for shift rotation for non-sergeants will be completed between February 3 and February 4 and August 3 and August 4.

Patrol Sergeants' shift rotation and implementation will occur fourteen (14) days prior to the dates set for non-sergeants. Shift bidding for patrol Sergeants will occur by February 1 and August 1.

Full Time Employees assigned to a temporary duty during the Spring/Summer that begins before June 1 shall bid for a shift in February and shall remain in their regular shifts until assigned.

Jail:

For employees of the Jail Division, shift rotation and implementation occurs on the first day of the first payroll period in March and the first day of the first payroll period following Labor Day.

Bidding for Jail Sergeants will be completed between February 1 and February 3 and August 1 and August 3. Bidding for non-sergeants will be completed between February 5 and February 10 and August 5 and August 10.

Section 4. Rotation Process.

At least ten (10) days prior to the start of the bidding for shifts, a list of personnel will be posted. The list will assign each employee a specific half (1/2) day, based upon seniority, on which each employee will make him/herself available for phone contact to select a shift and days off. The list will include a beginning and ending time for each day that calls will occur, and selections accepted.

Each employee will be called in order of seniority to select his/her shift and days off. If the employee does not answer the phone, return a message or answer a page within one (1) hour, the bidding process will proceed past him/her. If/when the employee returns the call, s/he will select from the shifts and days off which are available at the time they called. If the employee does not return a call or during the hours posted, or provide a list of choices, his/her name will be placed at the top of the list at the time the employee contacts the office. The employee will be called first on the next day. If s/he does not respond, the process will be repeated for subsequent days of the sign-up period.

If the employee is not going to be available, s/he should notify their Watch Commander and the person(s) assigned to administering the calls, in writing, of their top seven (7) choices for shift and days off.

When an employee has been on paid or unpaid Administrative Leave status, due to allegations of internal violations or allegations of violations of law, for the thirty (30) calendar days prior to the start of the shift bidding day, the employee forfeits their position in the seniority based shift sign up. If the employee returns to duty status after the shift bidding period began, the employee will be assigned to a shift based on the needs of the department until the next regularly scheduled shift bidding.

Nothing in this section shall prevent the Association and/or Management from developing and applying technology to assist with improving the efficiency of the shift bidding process.

Section 5. Contract Cities.

A contract City is a City that requests services of the Sheriff's Office by contract in lieu of having their own independent law enforcement services.

1. Contract Cities Generally

Patrol Division personnel who wish to bid for assignments in contract cities shall follow the provisions of Article 6, Section 1, with the following additional requirements:

- A. All contract city assigned patrol positions shall be subject to specific written expectations for assignment to or maintaining assignment to a contract city. Those expectations shall be communicated to the employees. By mutual agreement, the city, the contract city Station Commander and/or appropriate Sheriff's Office Division Commander may reassign an employee in a contract city position if not meeting written expectations.
- B. Unexpected vacancies shall be filled by the affected Division Commander temporarily until a selection for the vacant position can be made as set out in Section 1 above.
- C. When the seniority shift bid is posted pursuant to Article 6, Section 1, the available shifts that are listed shall specify the work hours and days off. The duration of any assignment in excess of six (6) months must be indicated on the seniority shift bid posting.
- D. Employees who are eligible and elect to rotate out of the contract city assignment shall notify both their Station Commander and the Patrol Commander in writing consistent with Section 3.

2. City of Wilsonville and City of Happy Valley

All Wilsonville and Happy Valley Patrol Division positions shall be for a five (5) year length of time except for Traffic Units and School Resource Officers assigned to cities, which will be governed by the time frame established in the job announcement.

Employees have the option of leaving after completion of one (1) year in the assignment.

An employee's ability to promote or be assigned to special units shall not be limited by the employee's assignment to Wilsonville or Happy Valley.

3. Other Contract Cities

- A. All full-time Patrol Division positions assigned to other contract cities (for 30 hours per week or more) shall be for a two (2) year period of time with the option of leaving after one (1) year in the assignment except for Motors Unit that will be subject to the regular semi-annual seniority shift-bid process.

An employee's ability to promote or be assigned to special units shall not be limited by the employee's assignment to contract cities.

- B. Full-time employees may not be bumped pursuant to Article 6, Section 1, prior to completion of the two (2) year commitment.

ARTICLE 7- HOLIDAYS

Section 1. Holidays.

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

New Year's Day (January 1st)
Martin Luther King Jr. Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

Section 2. Holiday Pay.

Continuous operations employees shall receive eight (8) hours pay for each of the holidays listed above on which they are not scheduled to work. If an employee is normally scheduled to work the holiday but has been granted the day off due to the holiday, the employee receives holiday time equivalent to their normal schedule. (i.e.: 10-hour shift, get 10 hours holiday for not working the holiday).

Section 3. Weekend Holidays for non-continuous operations.

If an employee is normally scheduled to work the holiday, but has been granted the day off, the employee receives holiday time equivalent to their normal schedule. (i.e.: 10-hour shift, get 10 hours holiday for not working the holiday).

Holidays shall be observed on any day within the same work week as the holiday if the employee has requested a day and received supervisor approval at least the work week prior to the holiday. However, if the employee has not received supervisor approval in the week preceding the holiday, the holiday shall be observed as follows: 1) On the Tuesday if the holiday was on a Monday for employees working a Tuesday through Friday schedule; or 2) on the preceding Thursday if the holiday was on a Friday for employees working a Monday through Thursday schedule.

Section 4. Holiday During Leave.

Should an employee be on authorized leave when a holiday occurs, no leave hours will be charged for that day.

Section 5: Holiday Worked.

If an employee works on any of the holidays listed above, he/she shall, in addition to his/her regular pay, be paid for all hours worked at the rate of time and one-half (1-1/2) his/her regular rate of pay. For purposes of this sub-section only, holiday pay shall be equal to the scheduled shift. For example, if the employee works on

a holiday and is assigned an 8, 9, 10, or 12 hour day, they shall receive 8, 9, 10, or 12 hours of holiday pay respectively, not inclusive of overtime.

Section 6. Personal Leave.

Each employee shall receive two (2) personal leave days per calendar year. The length of each personal leave day is equal to the number of hours that employee is scheduled to work when the leave day is taken. Personal leave days cannot be used on a per hour basis. The personal leave days are non-cumulative in nature and must be used during the calendar year or they will be forfeited by the employee. Personal leave days have no value upon separation of employment.

The County cannot arbitrarily deny the use of a personal leave day. Any employee whose personal leave day(s) remains unused at the end of the calendar year because use of the day(s) was denied, the employee shall be compensated for the unused day(s) using the employee's regular rate of pay for an eight (8) hour duration. New employees shall be eligible for two (2) personal leave days after ninety (90) days of employment.

ARTICLE 8 - SICK LEAVE

Section 1. Accrual.

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be accrued without limit. Newly hired employees shall accrue eight (8) hours of sick leave per month starting upon hire, however they are not eligible to use leave until after working thirty (30) calendar days and accrue at least the minimum amounts required by state law. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first day of that month as per the County's 11-Day Rule policy.

Section 2. Verification of Sickness.

Absence due to sickness in excess of three (3) days may require verification by a health care provider at the request of the Division Commander. Appropriate documentation may be required for an absence of less than three (3) days if the Division Commander has reasonable suspicion (based upon a pattern of absences over a minimum of a three-month period of time) that misuse or abuse of sick leave exists.

Section 3. Use of Sick Leave.

Employees may utilize sick leave for their own illness or that of a family member or as otherwise permitted by law. Employees may utilize sick leave when unable to perform their job duties due to health related reasons. The use of sick leave shall be equal to the work day of the respective employee.

Engaging in recreation, other employment, or other activities not related to ill health will be considered misconduct and the Sheriff may discipline employees engaging in such activities subject to the principles of Article 20, Discipline And Discharge.

Section 4. Bereavement Leave.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) consecutive workdays leave of absence with full pay in event of the death of a member of his immediate family. Where deemed necessary by the Sheriff, or designee, the employee shall be granted two (2) additional days with pay for travel time. Workday is the regular shift schedule the employee is assigned at the time of the leave.

In addition to the benefit provided in this section, employees may also use bereavement leave as provided by OFLA.

Immediate Family for Section 4: An employee's immediate family shall be defined as spouse, parents, parents of the spouse, domestic partner, parents of the domestic partner, children, stepchildren, brother, sister, grandparents (of employee, spouse or domestic partner), grandchildren, sister-in-law and brother-in-law and in loco parentis. Stepchildren, stepparents, or children of domestic

partner residing with the employee, shall be included in the definition of immediate family. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Sheriff or his designee upon request.

Section 5. Unused Accrued Sick Leave at Time of Retirement.

Pursuant to and consistent with PERS rules and regulations, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

Section 6. Sick Leave Donation.

An employee may donate accrued sick leave to another employee when the second employee (donee) does not or will not have adequate accrued sick leave to cover an injury or illness as long as the illness of the second employee qualifies under FMLA or the Oregon Family Leave Act (OFLA) guidelines. Sick leave hours shall be donated and used on an hour for hour basis. All donated leave is forfeited by the donor.

Section 7. Pay and Subpoenas While on Leave.

An employee is not required to perform any work while on family medical leave or sick leave absence. The Sheriff's Office will not require an employee to perform any work while on family medical leave or sick leave absence, including attendance in court. However, the parties recognize that the Sheriff's Office cannot control the issuance of a subpoena by other parties. If an employee on such leave is subpoenaed for an appearance in a case arising out of official duties, and is unable to attend, the employee shall notify the person causing the subpoena to be issued. If the employee appears pursuant to the subpoena, they shall be compensated as set forth in Article 14. If the Sheriff's Office's receives a lawful subpoena compelling the employee's court attendance, the Sheriff will make an attempt to contact the employee. It shall be sufficient for the Sheriff to call the employee's listed telephone number(s), leaving a message if the employee is unavailable and there is an adult person with whom a message may be left or a device on which to leave such message. If the employee is unavailable and there is no person or device with which to leave a message, it shall be sufficient for the Sheriff to forward a copy of the subpoena to the employee by sending it to the employee's home or such other address that the employee provides for such purpose. No employee will be disciplined or counseled for failure to obey a subpoena that is served upon the employee during a County-approved family medical leave or bona fide sick leave absence.

ARTICLE 9 - VACATION LEAVE

Section 1. Accrual.

Employees having served in the County service for two (2) consecutive full calendar months, shall be credited with sixteen (16) hours vacation leave. Thereafter, vacation leave shall be accrued as follows:

- A. Less than five (5) years of continuous service, 140.4 hours per year, accrued at the rate of 11.7 hours per month. Vacation leave will not accumulate beyond 240 hours.
- B. Five (5) to ten (10) years, but less than ten (10) years of continuous service, 164.4 hours per year, accrued at the rate of 13.7 hours per month. Vacation leave will not accumulate beyond 240 hours.
- C. Ten (10) to fifteen (15) years, but less than fifteen (15) years of continuous service, 188.4 hours per year, accrued at the rate of 15.7 hours per month. Vacation leave will not accumulate beyond 320 hours.
- D. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous service, 204.0 hours per year, accrued at the rate of 17.0 hours per month. Vacation leave will not accumulate beyond 320 hours.
- E. After twenty (20) years of continuous service, 219.6 hours per year, accrued at the rate of 18.3 hours per month. Vacation leave will not accumulate beyond 360 hours.

Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. See also Article 11.13. Vacation time shall be allowed to accumulate beyond the aforementioned maximum where the employee has requested vacation and such vacation request has been denied. Any vacation leave that would otherwise have been lost shall be taken as soon thereafter as the needs of the County and the availability of vacation relief allow.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first day of that month.

Section 2. 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 his/her heirs whichever the case may be.

Section 3. Vacation Scheduling.

Employees shall be permitted to choose either a split (including less than a full day of vacation) or entire vacation. Whenever possible, if consistent with the needs of

the County in conjunction with the availability of vacation relief, employees shall have the right to determine vacation time.

The County shall make available a vacation sign-up sheet twice each year;

1. For vacations occurring from the first full payroll period in March through the first payroll period following Labor Day (“Spring Bump”):
 - a. Non-Jail Staff: February 5 to February 10.
 - b. Jail Staff: February 11 to February 20.
2. For vacations occurring after the payroll period following Labor Day through the Friday before the March shift bid begins (“Fall Bump”)
 - a. Non-Jail Staff: August 5 to August 10.
 - b. Jail Staff: August 11 to August 20.

Any conflicts in requested vacation time shall be resolved by granting the requested time off to the employee with the most seniority.

The vacation schedule shall be frozen on:

- a. Non-Jail Staff: February 15 and August 15
- b. Jail Staff: February 21 and August 21.

Employees are not required to sign up to use vacation time during these two sign-up periods. An employee may request vacation at any time throughout the year provided, however, that for vacation scheduled other than during the February and August sign-up periods, seniority may be used to resolve conflicts only for vacations of less than one work week provided the employee exercises his/her seniority rights at least thirty (30) calendar days before the effective date of the vacation request.

The County must accept or reject an employee’s request for vacation within seventy-two (72) hours of receipt of the request. The seventy-two (72) hour response time limit does not apply during the vacation sign up periods described above.

Section 4. Required Use of Vacation.

The Sheriff may require each employee to take a maximum of ten (10) days’ vacation within the employee’s anniversary year.

Section 5. Commitment to Retire.

1. For employees hired before execution of this agreement (2018), an employee who signs a commitment to retire within three years from the date such request is made shall be allowed to accrue vacation in addition to the provisions of Article 9 for the purposes of vacation payments upon termination of employment. The amount of vacation paid shall not exceed three (3) times the maximum accrual of vacation and shall be paid to the employee upon retiring from employment with

the County. An employee making a commitment to retire shall specify the date of his/her retirement not more than three years into the future. If an employee does not retire on the date specified in the signed commitment to retire, he/she shall lose any accrued vacation in excess of the carry over limit set at 1080 hours.

2. For employees hired after execution of this agreement (2018), an employee who signs a commitment to retire within three (3) years from the date such request is made shall be allowed to accrue vacation in addition to the provisions of Article 9 for the purposes of vacation payments upon termination of employment. The amount of vacation paid shall not exceed seven hundred and twenty (720) hours and shall be paid to the employee upon retiring from employment with the County. An employee making a commitment to retire shall specify the date of his/her retirement not more than three (3) years into the future. If an employee does not retire on the date specified in the signed commitment to retire, excess vacation over the employees' vacation cap under Article 9.1 will be paid to the employee, and the employee is precluded from applying for Section 5 benefits again. The Sheriff may consider exceptional circumstances for reapplying for Section 5 benefits.

ARTICLE 10 - OTHER LEAVES

Section 1. Leave of Absence.

Leaves of absence for medical purposes is covered by County Code and policy.

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted by the Sheriff at his/her discretion for any reasonable purpose, which is defined as bona fide educational purposes related to work. Such leave may be renewed or extended by the Board of County Commissioners. Reasonable purpose will not include engaging in other employment. The Sheriff may make exceptions for those whose purpose is to engage in temporary employment that is clearly in the best interest of the Sheriff's Office.

Section 2. Jury Duty.

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees, excluding mileage reimbursement upon any day that they are scheduled to work. Employees will be required to call their Watch Commander when less than a normal work day is required by jury duty. The Watch Commander shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

Section 3. Family Medical Leave and Parental Leave.

Family medical leave and parental leave will be granted in accordance with all Federal and State statutes and the Clackamas County policy.

Section 4. Educational Leave.

After completing one (1) year 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 his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary.

One (1) year leave of absence with any requested extension, for educational purposes, may not be provided more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes, for additional 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 meets with the approval of the Sheriff.

ARTICLE 11 - HEALTH AND WELFARE

Section 1. Accrual of Benefits.

A regular status employee working greater than or equal to 20 hours per week is eligible for medical benefits on the first of the month following the benefit waiting period described in Section 10.

Section 2. Medical-Hospital.

The County agrees to contribute toward the monthly composite premium at the existing dollar level for coverage defined in the Summary Plan Descriptions agreed to by the Association and the County. Family coverage shall include dependent college students up to the age of twenty-six (26) and dependent coverage required under Federal or State statutes. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

For calendar year 2018, the County agrees to pay 95% of the composite premium rate for Providence medical plans and the employee agrees to pay 5% of the premium costs. The County agrees to pay 100% of the premium for employees enrolled in the Kaiser medical plan.

For the plan years effective January 1, 2019 and January 1, 2020, the County agrees to pay 95% of the composite premium rate for Providence medical plans and the employee agrees to pay 5% of the premium costs. However, if the premium increases more than 10% in any one year, the County and the employees shall evenly split the increased costs above 10%. The joint committee identified in Section 12 shall be utilized as a method to control increased premium costs.

The County agrees to pay 100% of the premium for employees enrolled in the Kaiser medical plan.

If the parties, while bargaining for a successor collective bargaining agreement, have not reached agreement regarding this Article 11, by September 30, 2020, the County will conduct an open enrollment process for health care coverage to be effective January 1, 2021, with the County agreeing to pay 95% of the total composite rate premium costs for the Providence Plans and 100% of the cost for the Kaiser medical plan. This temporary increase in the County's contribution will satisfy the County's obligation to maintain the status quo for the medical plans while bargaining continues.

Insurance Opt-Out: Employees who provide proof of other medical coverage and who opt out of coverage provided by the County will receive a monthly stipend as provided by the yearly Benefits Summary, paid to the employee's HRA/VEBA. For 2018 this value is \$176 per month and in no case will be less than this value for the term of this agreement as defined in Article 40. Employees may only rejoin County coverage with a qualifying condition subject to carrier rules.

Section 3. Life Insurance.

The County agrees to contribute monthly an amount equal to the life insurance premium with a death benefit of \$75,000. Employees in a classified position, regularly scheduled for thirty (30) or more hours of work per week, will become eligible on the first day of the month following the benefit waiting period described in Section 10. The Life Insurance program will provide an Accelerated Benefits option provision. The cost for the Accelerated Benefits Option will be paid by the County.

Section 4. Dental Insurance.

The County agrees to contribute monthly an amount equal to the self-funded composite dental program rate for the existing family coverage with an individual benefit of \$1,500 per individual per year, including an orthodontic benefit for dependent children up to \$3,000. The employee may also choose alternative dental plans as provided by the County, including a plan provided through Kaiser. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

Section 5. Long-term Disability Insurance.

The County agrees to contribute monthly an amount equal to the long-term disability insurance premium for non-occupational accident or illness. Benefits, including those from other sources, will equal sixty percent (60%) of up to \$3,333 in monthly salary after an elimination period of the first 30 days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

The County agrees to make available a supplemental disability insurance plan up to a maximum benefit of 60% of a \$10,000 monthly salary subject to plan eligibility. Contributions are only paid by the employee.

Section 6. Civil Insurance.

The present policy of providing insurance for all employees against civil suits covering insurable acts while in the performance of their duties will be continued.

Section 7. Surviving Spouse and Dependent Coverage.

The County agrees to provide spouses and dependents of deceased employees who were covered by this Agreement with medical and dental insurance as provided for in Sections 1 and 3 of this Article, for a period of twenty-four (24) months following the death of the employee. If, during the twenty-four (24) month period, the deceased employee's spouse becomes eligible for medical or dental insurance under another plan, the County provided insurance will cease on the inception date of the new insurance.

Section 8. Retiree Medical Benefits.

Three and one quarter percent (3.25%) of an employee's base pay as set forth in the pay plan shall be placed into a fund to be administered by the Clackamas County Sheriff's Office Independent Retiree Medical Trust, "IRMT," (subject to the agreement below) to provide medical benefits for retired eligible employees who have not yet become eligible for Medicare benefits. Effective January 1, 2019, the contribution will change to 3.5%. The Retiree Medical Trust shall have the sole responsibility and the right for determining the amounts of benefits to be received and the eligibility for receipt of those benefits, subject to the agreement below.

The purpose of the IRMT is to administer the retiree medical benefits which are described in Article 11, Section 8 of the collective bargaining agreement and in the Agreement dated February 25, 2005 related to the Sheriff's Office Retiree Medical Fund.

- A. The County will continue to contribute funds at the rate set forth in Article 11(8) of the Agreement into an account designated by the Clackamas County Sheriff's Office Independent Retiree Medical Trust (IRMT). The County's obligation to contribute funds to the IRMT shall cease only upon written agreement by the County and the CCPOA.

- B. The County does not guarantee any particular level of retiree medical benefits to any individual or group of employees; and in the event that the IRMT reduces medical benefit levels, the County is not obligated to maintain retiree medical benefit levels or make up any difference in the level of retiree medical benefits.

Section 9. Domestic Partners.

Domestic partners, as described within this section, will be treated the same as spouses for purposes of medical, dental and life insurance programs described in this Article, subject to Federal and State laws and regulations and completion of a notarized Affidavit of Domestic Partnership provided and approved by the Department of Human Resources. For the purposes of this section, Domestic partners include same and opposite sex couples.

Section 10. Benefits Waiting Period.

Benefits shall become effective on the first day of the month following two (2) months of continuous employment. Continuous employment as related to health and welfare benefits shall be defined as being in a paid status during the entire benefits waiting period, except for an unpaid period 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.

Section 11. 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 or required by the insurance carriers.

Unilateral changes in benefits initiated solely by the insurance carriers are subject only to impact negotiations with the Association pursuant to ORS 243.698.

Section 12. Joint Peace Officers/County Benefits Committee.

Effective upon ratification of this agreement and in the open enrollment period following the ratification of this agreement, all Association employees shall participate in the benefit plan as agreed through negotiations between the Association and the County.

- A. The Joint Peace Officers/County Benefits Committee shall have the responsibility to make recommendations regarding 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 benefit program at a reasonable cost. The Committee will investigate all options for providing insurance including forming an employee's benefit trust and/or partial self-funding.
- B. The Committee shall be comprised of an equal number of members from the Association and County. A non-voting County Commissioner will be invited to attend all meetings. The Committee shall meet at least quarterly, or more frequently if required. Decisions of the Committee will be made by a majority of votes. Absentee members will also be given the opportunity to vote.
- C. The Committee shall make plan design recommendations for medical, vision, dental, disability and life insurance plans at least one hundred and twenty (120) days prior to the beginning of the following plan year. Any changes to plan designs must be through negotiations between the Association and the County.
- D. The County shall provide administrative coordination and support for the Committee. The Committee shall be provided all financial information and related reports as may be available.
- E. The Committee shall consider various options available to control increased premium costs.
- F. No changes will be made to benefit plans without the approval of the Association and County.

Section 13. 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 calendar year shall have all vacation time up to eighty (80) hours in excess of the annual cap, as referenced in Article 9(1), paid into their HRA/VEBA account.

Section 14: Flexible Spending Account (FSA).

Employees may participate in the Flexible Savings Account offered by the County at the employee's expense for contributions. Employer will pay the administrative fee.

ARTICLE 12 – WAGES

Section 1. Wages and Classification Schedule.

Effective upon execution, the pay plan for all classifications within the bargaining unit will be increased by 2.2%.

In lieu of a retroactive pay adjustment, current employees will receive a one-time payment after execution by both parties. The payment will be based on 2.2% of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period closest to July 1, 2017 to the execution date. Any new incentives or add-to-pays to this agreement are not included in this payment.

Effective July 1, 2018, the pay plan for all classifications within the bargaining unit will be increased by 2.5%.

Effective July 1, 2019, the pay plan for all classifications within the bargaining unit will be increased 3.0%.

An updated pay plan will be published by the County each year by July 1 on the Department of Human Resources website.

The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Consumer Price Index--Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average for All Items, as reported by the U.S. Department of Labor, Bureau of Labor and Statistics. The change in the CPI-W shall be the indicator located in the "Annual" column of the "12 Months Percent Change" report. The COLA percentage will be sent to the Association President by April 1 of each year.

Section 2. Deferred Compensation.

An amount equivalent to four percent (4%) of the employee's base pay as set forth in the pay plan shall be placed into a deferred compensation plan for each employee, the plan to be administered by a provider with whom Clackamas County has contracted for deferred compensation services.

Section 3. Time of Service.

Step increases (merit raises), and longevity pay for regular full-time employees, shall be determined on the basis of calendar months within which the employee has worked without interruption in service. "Interruption in service" shall not include those authorized leaves as set forth in this Agreement.

Section 4. Longevity Pay.

For every five (5) years (60 months) of continuous County service, the employee shall receive \$63.77 per month longevity pay in addition to his normal compensation. Eligibility shall be based upon the number of continuous years of regular status County Service. Continuous service for the purpose of determining

eligibility for longevity pay shall be service unbroken by separation from County employment that results in a changed date of hire. Upon ratification by both parties, the amounts shall increase by the amount of wage increase determined in Section 1 above. On July 1, 2018 and July 1, 2019, the amounts shall increase by the amount of wage increase determined in Section 1 above.

Section 5. Computation of Hourly Rate. Salary scale has hourly rate.

The base hourly rate is specifically identified for each classification in the pay plan. The pay plan also shows a 2080 base annual salary formulated on the base hourly rate of pay.

Section 6. Records Unit Graveyard Shift Differential Pay.

Employees in the Records Unit of the Support Services Division who work 51% of their scheduled work hours after 12:00 midnight shall receive a shift differential of \$1.00 per hour for all hours worked during their shift. If an employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on their graveyard shift, the employee will continue to receive the shift differential. (Example: Employee is on graveyard and is mandated to work into the day shift). Employees working voluntary overtime or mandated from swing shift into graveyard are not eligible for graveyard shift.

ARTICLE 13 – OVERTIME

Section 1. Overtime.

Time and one-half (1.5) 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 any work day in excess of:
 1. eight (8) hours for employees on a 5-8 work schedule, or
 2. nine (9) hours in a nine (9) hour work day or eight (8) hours for an eight (8) hour work day for employees on a 9-80 schedule; or
 3. nine (9) hours for employees on a 5-9/4-9 work schedule, or
 4. ten (10) hours for employees on a 4-10 work schedule, or
 5. twelve (12) hours in a twelve (12) hour work day, or eight (8) hours in an eight (8) hour work day, for employees on a 3-12/3-12 + 8 hour work schedule;

- B. All authorized work performed in excess of:
 - forty (40) hours in any work week for employees on a 5-8, 9-80 or 4-10 work schedule, or
 - eighty-one (81) hours in the regular 14-day work period for employees on a 5-9/4-9 work schedule, or
 - eighty (80) hours in the regular 14-day work period for employees on a 3-12/3-12 + 8 work schedule;

- C. All authorized work performed on regularly scheduled days off. In the event an employee is required to work on a day off, the employee will be paid a minimum of four (4) hours at time and one-half.

- D. Employees working five consecutive days with eight hour shifts shall be paid time and one-half (1.5) for all work performed on the sixth (6th) and seventh (7th) day of their regular workweek. Employees working four consecutive days with ten hour shifts shall be paid time and one-half (1.5) for all work performed on the fifth (5th), sixth (6th) and seventh (7th) days of their regular work week. Employees working the 3-12/3-12 + 8 schedule shall be paid time and one-half (1.5) for all work performed: in their "short" week, on the days following their three regular work days; and in their "long" week, on the days following their four regular work days.

- E. On the day that daylight savings begins ("Spring Forward") if an employee would be short one hour of work on their work shift, the employee shall either work an hour earlier than the start of their shift, an hour later at the end of their shift, or use a hour of accrued vacation or compensatory time in order to be paid for the entire shift. The employee shall notify their supervisor in the preceding payroll period of his/her preference. On the day

that daylight savings ends (“Fall Back”) the employee will be compensated at the rate of time and one half (1.5) for any hours worked beyond their respective normal shift. The additional shift will be considered mandatory overtime.

Any paid leave used shall be considered hours worked for purposes of calculating overtime. Overtime will only be paid for actual hours worked.

For full time employees, hours worked that are an extension of a previously worked shift shall be paid at overtime at time and one half (1.5) for actual hours worked, except as maybe limited by Article 13(2).

For regular part-time employees, overtime is paid pursuant to Article 26.

Section 2. Assignment of Overtime.

When vacancies created by sick, vacation or training leaves are to be filled, they will be filled by seniority among bargaining unit personnel under the following conditions:

- A. Electronic communication is the preferred method of staffing shortages on shifts in Patrol and Corrections Divisions. All electronic communication will occur between the hours of 0700 and 2100, seven days a week.

Overtime will be filled via posted CLASSweb lines until locked in under Article 13(3)(E). Once the lock in period has started (120 hours for Jail and 72 hours for Patrol and Services) available overtime will be posted via electronic communication method for each overtime shift.

1. Employees will have one (1) hour to call in if the overtime callout is less than four (4) hours away and two (2) hours if the overtime callout is more than four (4) hours away but less than twenty-four (24) hours away.
 - a. Vacant shift less than four (4) hours away – if one (1) hour has passed and the overtime has not been taken, the overtime shall be awarded to the first employee to call in regardless of seniority.
 - b. Vacant shift more than four (4) hours, less than twenty-four (24) hours away – if two hours have passed and the overtime has not been awarded, the overtime shall be awarded to the first employee to call in regardless of seniority.
2. Employees will have the following time to call in if the overtime callout is 24 hours or more away:
 - a. 1st shift overtime will be locked at 5 PM before start of shift
 - b. 2nd shift overtime will be locked at 9 PM before start of shift
 - c. 3rd shift overtime will be locked at 9 PM before start of shift

- d. 4th shift overtime will be locked at 12 PM before start of shift.
 - e. If the vacancy is not filled by the deadline outlined in a-d of this subsection, notice of the available shift may be re-posted via electronic communication method and the vacancy will be filled on a first come-first served basis.
- B. If the electronic communication is unavailable or should an unforeseen issue arise, the Association and County agree to revert back to previously used manual callout procedure.
- C. The Association will provide the County with a seniority list of employees twice a year to coincide with scheduled shift changes. The list will include hours and days of the week during which the employee will be available to work extra shifts. The list will also include the employee's primary and secondary contract telephone or pager numbers.
- D. When a replacement is needed for a shift vacancy occurring with less than two hours' notice, the work will be offered first to those employees already on duty, by seniority, in classification. If no one elects to work the shift, then calls will be made from the seniority list within classification. If no one in the classification where the vacancy exists wants to work the shift, then calls shall be made from the seniority list to employees in classifications other than the classification where the vacancy exists.
- E. When more than two hours' notice has been received of a vacancy that has been determined needs to be filled, the County must exhaust the overtime list provided by the Association prior to filling the shift by any other means. Sign up will be seniority in classification. Bumping will be permitted with notice to the affected employee being the responsibility of the employee doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours (one hundred and twenty (120) for Corrections Division) before the start of the shift, regardless of seniority. Corrections Division employees may sign up for overtime in half-shift segments. A junior employee may not bump two senior employees who are each signed up for one-half of the same shift. If one-half of a shift is signed up for by an employee with less seniority than the employee desiring to bump, the bumping employee may bump for the whole shift or for the half-shift signed up for by the junior employee. The employee doing the bumping must also contact a supervisor to change the schedule. If an employee accepts overtime and later decides to decline the accepted overtime, the employee must notify a supervisor of the change if less than 72 hours exists before the scheduled shift commences. If less than twenty-four (24) hours exist before the scheduled shift commences, the employee must have authorization from a supervisor to be excused from working the shift. An employee, who fails to report for a scheduled shift, will be given an unexcused absence for failing to report to work. However, employees will

not be charged an unexcused absence if unable to perform their duties due to health related reasons under Article 8 or an emergency situation and calls in to report their absence as required by Sheriff's Office practices or policies. Temporary loss of overtime sign-up privileges may be part of the progressive discipline issued to an employee failing to comply with this provision as follows: a first offense may result in a ten-day loss of overtime sign-up privileges; a second violation within a year, a thirty-day loss; and a third violation within a year, a sixty-day loss.

- F. When overtime assignments occur for routine or special events (including emergencies that become routine) that do not require special unit supervision or special skill and training the County will use reasonable effort to notify employees of the available overtime. Sign up will be by seniority in classification. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours (one hundred and twenty (120) for Corrections Division) before the start of the shift, regardless of seniority.
- G. Replacement personnel shall come first from the same classification and division as the employee creating the vacancy, second from the same classification but different division and third, from a different classification.
- H. A temporary employee, hired on a 90-day basis, will only be used to replace personnel who are scheduled to be absent for more than twenty (20) working days for employees working a 5/8 work schedule or 16 working days for employees working a 4/10 work schedule.
- I. The County and the Association recognize it is not in the best interest of the County to have employees be required to work overtime. The County will continue its policy of reducing or eliminating the use of mandatory overtime.

Section 3. DPSST Basic Academy Overtime.

Employees enrolled in the DPSST Basic Academy will be paid at time and one-half (1.5) their regular hourly rate of pay for required activities, as described in Article 4, Section 12, exceeding 40 hours in any work week. This Section shall apply in lieu of Section 1 of this Article.

ARTICLE 14 - COURT APPEARANCES

Section 1. Time Outside Regular Shift for Court Appearances.

A court appearance is all authorized time spent by an employee other than on their regular work day in criminal or civil proceedings, where their attendance is required, arising out of the performance of his official duties.

Regular Work Day:

1) Employees attending a court appearance that is more than 30 minutes before the start of their scheduled work day will receive a minimum of two (2) hours at time and one-half (1.5) if on a regular workday.

2) Employees attending a court appearance within 30 minutes of their scheduled work day will receive 30 minutes of overtime for the time worked before the start of the shift.

Regular Scheduled day off:

If an employee attends court on a regularly scheduled day off, the employee will receive a minimum of four (4) hours at the time and one-half (1.5) rate except that, employees assigned to graveyard shift shall receive three (3) hours for mandatory court appearances on a regular work day instead of two (2) hours. Graveyard shift is defined as half or more of the shift is worked after midnight.

Multiple Court Appearances on the same day:

In the event an employee attends more than one court appearance where the start time of the second appearance falls within either four hours (day off), three hours (graveyard work day), or two hours (work day) of the start time of the first appearance, minimum compensation as set out above shall not be earned for the first appearance, unless the member was released from the subpoena and had no prior notification of the subsequent court appearance, and minimum compensation as set out above shall apply to the latter appearance, and minimum compensation as set out above shall be earned for no more time than from the start time of the first appearance up to the start of this second appearance.

For example, if an employee receives prior notification of two subpoenas on a day off, where the appearance times are 1100 and 1300, the employee shall earn four hours of court appearance pay for the second court appearance and two hours for the first court appearance, so long as there is an off duty break of more than fifteen (15) minutes between the two court appearances. In the event there is no break between court appearances, continuous compensation would accrue at a minimum of no less than four hours.

Section 2. Overtime Pay While On Approved Paid Leave.

Overtime pay while on approved paid leave will be awarded as follows:

- A. If the member had an approved paid leave day scheduled before receiving a court subpoena, it will be handled as a day off under Article 14, unless the member elects to be credited the approved paid leave time actually spent in court.

- B. If the member requests a paid leave day for a day that he already has a subpoena, it will be handled as a work day under Article 14. If court time would be during his normal duty time, the member will have their paid leave hours adjusted hour for hour so that no leave time will be lost.

ARTICLE 15 - CALL BACK/CALL OUTS

Section 1. Call Back.

“Call Back” is defined as an employee being contacted outside their regular work hours on a regularly scheduled work day and being called back to work.

Call back time, when authorized, will be paid as overtime. Minimum compensation for a call back will be the equivalent of two (2) hours.

A regularly scheduled work day is considered the calendar day on which the shift begins.

Section 2. Call Out.

“Call Out” is defined as an employee being contacted on a regularly scheduled day off and being called out to work.

Call out time, when authorized, will be paid as overtime. Minimum compensation for a call out will be the equivalent of four (4) hours

Section 3. Conditions for Call Outs and Call Backs.

In the event an employee is called back or out to work within 30 minutes of either the beginning or end of a regularly scheduled shift, the employee will receive 30 minutes of overtime pay.

In the event an employee’s shift is extended, the employee will receive overtime for the hours worked consistent with Article 13.

A de minimis contact, such as an isolated phone call by management to an employee, lasting around 5 minutes or less is not compensable.

Employees who voluntarily sign up for a scheduled overtime assignment are not eligible for call back or call out compensation and only receive overtime for actual hours worked for the scheduled overtime assignment.

Employees who voluntarily sign up for scheduled events are not eligible for call back or call out compensation and only receive overtime for actual hours worked for the scheduled event.

Employees who elect training on a day off are not eligible for call back or call out compensation and only receive overtime for actual hours worked for the training.

Section 4. Electronic Notification Devices.

Both the County and the Association recognize that notification of an emergency call out is greatly enhanced with the use of electronic devices and helps to facilitate expedient responses. Additionally, it is acknowledged that the carrying of County

issued electronic devices during off duty time is voluntary, unless otherwise required under Article 17.

Section 5. Call Outs for Detective, ITF and Craft.

A. Detectives:

For Detectives: A call out is defined as an employee being contacted on their regularly scheduled days off and being called back to duty for an unplanned event. A Detective assigned to day shift who receives a call out after the end of their last shift of a work week and before the beginning of their next regular shift would receive Call Out pay. Any call out within four hours of the start of their regular shift will be paid actual overtime worked up to the start of the employee's regular shift.

If the County changes Detectives schedules back to 5-9/4-9s from 4-10s, double time for Detectives will be reinstated as set forth below and under Article 4, Section 11.

B. ITF and CRAFT:

For ITF and CRAFT: Call Out pay will be authorized at double time for employee's regular assigned days off. The double time pay rate applies whenever an employee is notified of the requirement to return to work during their off-duty weekend hours. The double time pay rate continues to apply for all work performed during the call out if it occurs during the employee's weekend hours. The initial response to the callout and subsequent follow-up investigations during the employee's weekend hours are considered "unplanned" events.

If an employee is notified during their normal work hours that they will be needed for work during their upcoming weekend off-duty hours, this would be considered a 'planned event' and the employee is entitled to be paid the overtime pay rate as contained in Article 13. When their work on the planned event is complete, the employee will return to off-duty status and subsequent call outs would be considered unplanned and the employee would be paid at the double time pay rate.

Minimum Call Out shall be for (4) four hours except when called out within four hours of the start of their regular shift in which case the double-time will be paid up to the start of the employee's regular shift.

Call out is defined as an employee being contacted outside their regular work schedule and being called back to duty for an unplanned event. Example: ITF or CRAFT is assigned to day shift, Monday through Thursday, receives an assignment after the end of his/her shift on Thursday and before the beginning of his/her regular shift on Monday would receive Call Out pay at the double time rate.

If employees assigned to ITF or CRAFT become subject to On Call Pay under Article 17, Section 2, those employees will no longer receive double-time for call outs under this subsection (B) and will instead be subject to Sections 2, 3 and 4 of this Article for call outs.

ARTICLE 16 - TRAVEL PAY

Whenever an employee is required to report for work in any location other than his/her established place of work or whenever an employee, as part of his/her regular work is required to travel, and transportation is not provided by the County, he/she shall be paid for the use of his/her personal transportation at the rate established by the Internal Revenue Service for reimbursement for business use of personal vehicle.

Established place of work shall be defined as any office, reporting station, or precinct maintained by or for the County in which employees are assigned to work either permanently, or on a temporary basis of 90 days or more.

Whenever the County opens a new office, reporting station, or precinct, or changes the location of an existing office, reporting station, or precinct, those employees who are affected by the move may exercise a seniority bump as provided in Article 6 of this contract.

For required appearances within Clackamas County, the employee shall use his/her own transportation without any reimbursement for the use of a personal vehicle or their own assigned take-home vehicle if available. The employee's work time commences when he/she reports to the designated location.

For required appearances outside of Clackamas County, an employee living closer to the location of the required appearance may elect to drive his/her personal vehicle directly to the location of the required appearance rather than reporting to the Sheriff's Office to obtain a County vehicle. Under such circumstances, the employee shall not be reimbursed for the use of his/her personal vehicle, however, the employee's work time commences when he/she leaves home for the required appearance. All other employees shall report to the Sheriff's Office to obtain a County vehicle to travel to appearances outside Clackamas County. The employees work time commences with his/her arrival at the Sheriff's Office.

ARTICLE 17 - ON CALL PAY

Section 1. On Call Assignment.

Employees may be assigned by management to be “on-call.” The assignment requires an employee be readily available to report to work and respond to the needed work location within 60 minutes of notice. Readily available includes that the employee has not consumed any intoxicant while on-call consistent with policy. Failure to comply with these requirements may result in disciplinary action. Assignment of on-call is at the discretion of the County and assignments will be in writing. On-call status is not payment for hours worked and is not considered compensable time.

For each hour assigned to on-call status, employees will earn the equivalent 1/8th straight time, applied to the compensatory time bank. Employees are encouraged to use the time off during the calendar year.

Employees will be paid, consistent with Articles 13 and 15, when called to work.

Section 2. Detectives.

Detectives may be assigned to on-call status to be available to work when off duty. The number of Detectives assigned to on-call is at the discretion of the County.

The County will provide for a bid in six month increments for on call assignments subject to operational need. Detectives will select coverage periods in an equitable fashion by classification seniority. Unfilled coverage periods will be assigned in order of inverse classification seniority.

The County is not precluded from posting shorter periods of on-call assignment for particular operational needs, which will be filled first voluntarily and if still unfilled will be assigned by inverse classification seniority.

Employees are permitted to trade on-call periods with supervisory approval.

Detectives assigned to on-call will earn the equivalent 1/8th straight time applied to a Detective Leave Bank (DLB) to be used for later time off. Hours earned will be reported with regular pay periods. On-call status is not payment for hours worked and is not considered compensable time.

Employees may accumulate up to a maximum of 120 hours of DLB time and do not earn DLB time above this cap if on “On-call” status. If an employee changes assignments and is no longer eligible to earn DLB time, the employee retains the ownership of accrued time up to 120 hours and may request the use of time off following existing practices within the employee’s new classification. Upon separation of employment, the Detective Leave Bank has no compensable value.

Employees will be paid, consistent with Articles 13 and 15, when called to work.

Employees assigned to ITF or CRAFT may receive on-call pay under this Section 2 if assigned by the County to on-call status. In such case, double time will cease for call outs for those employees as set forth in Article 15, Section 4(B).

ARTICLE 18 - WORK ABOVE NORMAL CLASSIFICATION

Section 1. Working Out of Classification.

Whenever an employee is assigned to perform any work for one-half or more of a shift in a classification above that in which the employee is normally classified, the employee shall be paid for such work hours at the first step in the range assigned to the higher classification or a 5% increase of base hourly rate, whichever is higher, unless said employee is being trained for a higher classification in accordance with an approved training and development plan.

Section 2. Special Assignment.

A Deputy assigned and working the Clackamas County Interagency Task Force (CCITF) will be eligible to be paid five percent (5%) above his/her base hourly rate after the probationary periods described within. One hundred and eighty days (180) after the employee starts working in the assignment, the Unit supervisor will evaluate the member's progress in becoming a productive unit member. The Unit supervisor will recommend one of the following: (1) granting of the pay increase prospectively, (2) withholding the pay increase and re-evaluating at 365 days, or (3) removal of the individual from the assignment. If a member is re-evaluated at 365 days, the Unit supervisor shall recommend that the pay increase be granted prospectively or recommend removal from the assignment. The Unit supervisor's recommendations will be forwarded to the Division Commander for review and approval.

ARTICLE 19 - TRAINING/PROBATIONARY PERIODS

Section 1. Training.

Sworn employees shall be provided sufficient training to maintain DPPST certification. The employee shall participate in training, including firearms training, at times set by the Sheriff or his designee. Employees required to participate in any training that exceeds the total number of hours in their regularly scheduled work week shall be compensated at the overtime rate for time spent in training, including commuting when required by the Fair Labor Standards Act or to flex their hours with approval of their supervisor. Employees who elect training on a day off when otherwise available during a regular work day will receive overtime for time spent in training, with no 4-hour minimum.

Section 2. Probationary Periods.

New Recruits (DPSST certified classifications): Employees hired as Deputy Sheriff Recruit or Jail Deputy Recruit will serve a total of 18 months (545 days) in an initial probationary status, including 365 days as a Recruit and 180 days after promotion to Deputy after successful completion of the recruit program regardless of whether they are new hires or transfer from other County employment. This probationary period is for the purpose of DPSST certification and post-training evaluation. A Recruit will not be promoted to Probationary Deputy status unless the employee has received DPSST certification and successfully completed the FTEP program. At the discretion of the Sheriff, this probationary period may be extended for the purposes of DPSST certification and successful completion of FTEP.

New employees (non-DPSST certified classifications): Employees hired into non-DPSST certified positions serve a 365 day probationary period, regardless of whether they are new hires or transfer from other County employment. For positions requiring an FTEP program, the probationary period may be extended to account for the FTEP program.

Lateral Hire: Employees hired for a DPSST certified position who comes from another law enforcement agency are considered a lateral hire. A DPSST certified employee hired as a lateral will serve an initial probationary period of 365 days.

During any initial probationary period, an employee does not have just cause or grievance rights for discipline or discharge.

A probationary period may be extended in circumstances of medical leave or other lawful leave. (For example: worker's compensation)

Promotions: An employee serving a probationary period as a result of appointment from a promotion list shall serve a probation of 180 days. A DPSST certified employee who fails to qualify in the new position during the probationary period shall be reinstated to his/her former position. This provision does not provide for reinstatement to a Recruit position. A non DPSST certified employee who fails to

qualify during the probationary period in the new position shall be reinstated to his/her former position if the position is open.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause, using the principles of progressive discipline. Disciplinary action may take any of the following forms: written reprimand, temporary pay reduction, suspension, demotion, or dismissal.

Temporary pay reductions shall be limited to no more than six pay periods and a two-step reduction.

Appeals shall be processed through the grievance procedure starting at Step II within thirty (30) calendar days of the effective date of the action.

Counseling: Counseling is not discipline and may not be protested through the grievance process. Counseling is a less formal means of resolving issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Counseling documents are not placed in an employee's personnel file, however, they may be maintained in the Watch Commander's file and may be mentioned in the next yearly evaluation. Employees may provide a written rebuttal to the counseling within ten calendar days of the counseling. Upon request, an employee may review and request copies of counseling documents in the employee's Watch Commander's file. After the later of 12 months or the employee's next annual performance evaluation, the counseling will be considered stale if no further counseling or discipline has been imposed for similarly related conduct. Nothing herein prevents or prohibits command staff from discussing operational matters informally with employees.

Section 2. The County will provide a copy of imposition of any disciplinary action to both the employee and Association outlining the specific reason for such action.

Section 3. If the County has reason to discipline an employee, it shall not be done in manner that is likely to embarrass the employee before other employees or the public. Nor shall said discipline be done in a manner personally demeaning of the employee.

Section 4. A probationary employee shall be afforded the opportunity to grieve alleged contract violations pursuant to Article 21, Settlement of Disputes, of this Agreement; however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the County.

Section 5. Written reprimands, shall be considered stale after twenty-four (24) months, and temporary pay reductions after 36 months, and cannot be used as a basis for progressive discipline if no further counseling or discipline has been imposed for similarly related conduct, except for notice of rule.

Section 6. No material reflecting critically on an employee shall be placed in an employee's personnel file until the employee has been given the opportunity to acknowledge receipt, whether in person or electronically. The employee shall have the right to attach employee comments to anything placed in the employee's personnel file or Watch Commander's training file.

Section 7. No grievance material shall be kept in the personnel file other than grievances resulting from disciplinary action.

Section 8. Prior to any changes in the Sheriff's or the County's policies on complaint and discipline procedures which are applicable to the Sheriff's Office employees represented by the Association, the Association shall be given notice of those changes and an opportunity to provide comment or demand to bargain on the changes before they are adopted to the extent required by the bargaining law.

ARTICLE 21 - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure.

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. An Association representative, with or without the employee; shall take up the grievance or dispute with the employee's immediate Division or Watch Commander within thirty (30) calendar days of the earliest date of either the employee grievant or Association Representative knew or should have known of the alleged grievance. The Division or Watch commander shall then attempt to adjust the matter and respond to the Association representative within fourteen (14) calendar days.

STEP II. If the grievance has not been settled, it may be presented in writing by the Association representative to the Sheriff or his/her designee within fourteen (14) calendar days of the Division or Watch Commander's response. After receiving notification, the Sheriff or his/her designee shall respond to the Association representative in writing within fourteen (14) calendar days.

STEP III. If the grievance has not been resolved, it shall be presented by the Association representative to the Board of County Commissioners, or its designees within fourteen (14) calendar days of the response of the Sheriff's Office. After receiving notification, the Board of County Commissioners or its designees shall respond in writing to the Association Representative, within fourteen (14) calendar days.

STEP IV. Mediation: If the grievance has not been resolved with the response provided by the Board of County Commissioners or its designees at Step 3, the Association may continue the grievance by submitting it to mediation within fourteen (14) calendar days from either the Board of County Commissioners response or within fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or default to use a mediator provided by the Employment Relations Board. The parties agree to equally share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to one hundred and twenty (120) calendar days, starting from timely notice of mediation by the Association. The parties must meet at least once and agree to meet in good faith to resolve the grievance. After the earlier of one hundred and twenty (120) calendar days of mediation or notice of impasse by the Association after at least one mediation session, the Association may move the grievance to the next step. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

STEP V. Arbitration: If the grievance is not resolved during the mediation period, the Association may provide written notice and request for arbitration within fourteen (14) calendar days of notice of mediation impasse. For termination cases the Association will provide written notice and request for arbitration within fourteen (14) calendar days after the reply of the Board of County Commissioners.

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 arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of seven (7) arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The Association takes the first strike.

The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him/her shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable.

Section 2. If the County fails to adhere to the response time outlined above, such failure will allow the grievance to proceed to the next step in the process within the timelines above. Any of the time periods set forth in this Article may be extended upon mutual agreement of the parties.

ARTICLE 22 - MISCELLANEOUS

Section 1. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination against any employee in the bargaining unit as to age, sex, marital status, race, disability, color, creed, religion, sexual orientation, national origin, or political affiliation or other status as applicable by State or Federal law. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The County agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee in or because of Association membership or because of any other cause prohibited by law.

Section 2. Department Policy.

The County agrees to furnish each employee in the bargaining unit with an electronic copy of all existing work rules within thirty (30) days after they become effective. New Association members shall be provided a copy of the rules.

Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

The County will comply with ORS 243.698 when the County seeks to change policies or work rules.

Section 3. Adequate Protection.

The County is dedicated to the principle of adequate levels of safety and service in the Sheriff's Office. Matters related to safety may be brought to the safety committee or command staff for review.

Section 4. Copies of Collective Bargaining Agreement (CBA).

The CBA will be available on the County website. Employees may print a copy at work once per year.

ARTICLE 23 - USE OF RESERVE PERSONNEL

Section 1.

The County may maintain a Reserve Program. Typical or similar duties that may be assigned to Reserve Officers on a voluntary/paid basis include, but are not limited to: school athletic events, crime scene security, transporting prisoners within the Patrol Division only and traffic control (accidents/parades). Reserves may be used in conjunction with retirees and/or regular Sheriff's Office members for parks patrol and Lake Oswego Marine Patrol for the length of the 2017 – 2020 collective bargaining agreement and during the period of time utilized for bargaining of a subsequent contract.

Reserve Officers will not be allowed to replace regular fulltime Corrections Officers and/or regular fulltime Deputy Sheriffs due to vacant positions, any absences including, but not limited to, vacations, training, approved leave of absence or to temporarily fill any DPSST certified bargaining unit position.

Reserve Officers may be allowed to work with regular fulltime employees on a voluntary basis and only with the permission of the regular fulltime employee to whom he/she is assigned. Reserves may be assigned with a fulltime employee and paid in emergencies situation, (i.e., acts of God, natural and man-made disasters, civil disorders within the County).

Section 2. The County and the Association agree that Reserve Deputy Sheriffs being hired to perform duties listed in Section 1 must be a graduate of the Clackamas County Sheriff's Academy or an equivalent law enforcement academy conducted in the state of Oregon.

Section 3. Upon request, the Association will be provided by the County every quarter a list of all voluntary and paid duties and hours performed by reserves.

ARTICLE 24 - FAIR SHARE AGREEMENT

Section 1. The County and the Association agree to a "Fair Share" agreement for all employees whose classification or job title is included in Article 1, Recognition, of this Agreement.

Section 2. In as much as it is required that the Association represent every employee within the bargaining unit, making each employee thus a recipient of the Association's services, it is mutually agreed and recognized by the parties that each employee who, on July 1, 1977, or any date thereafter, is an employee of the County and a member of the bargaining unit set forth in Article 1, Recognition, to which the Association serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process.

The County and the Association jointly supervised an election by the employees in the bargaining unit, and a majority of those employees voted that non-members of the Association who are in the bargaining unit shall pay his or her "fair share in lieu of dues-" Therefore, the costs per non-Association employee is fixed proportionately at the amount of dues uniformly required of each member of the Association, which amount shall be deducted each pay period from each Association member and each non-Association member's compensation and remitted monthly to the Treasurer of the Association.

Section 3. Such uniform amounts as the Association Treasurer certifies to the County as the monthly dues approved by the members of the Association shall remain as the reasonable amount to be deducted there under.

Section 4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and By-Laws of the Association and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Section 5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform the County and Association of his/her objection. The employee will meet with the representative of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.

Section 6. The County will not be held liable for check off errors but will make proper adjustments with the Association 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 check off, an updated list of eligible members of the bargaining unit will be delivered to the Association.

Such lists shall include all members paying dues in the previous pay period.

ARTICLE 25 - WORKERS COMPENSATION

Section 1. 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 of employment for the County. The County is self-insured for worker's compensation claims. The County and Association acknowledge the right of employees to receive worker's compensation benefits as provided by state law and this Article.

Section 2. The County will compensate the employee for injuries that arise out of and occur in the course of employment 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 for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:

- A. The day of injury shall be considered a workday, and the employee will receive his/her normal salary for that day.
- B. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, worker's compensation covers from the first day.
- 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, he/she will continue to receive all other County health and welfare benefits he/she was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

Section 3. After one hundred and eighty (180) calendar days from the date of injury, the Board of County Commissioners retains the discretion to continue payment and benefits beyond that guaranteed under the statutes governing workers compensation benefits. If the injured employee requests wage continuation beyond one hundred and eighty (180) calendar days from the date of injury, the injured employee will be required to present to the Board of County Commissioners through its designee Human Resources, a physician's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return.

After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between

worker's compensation benefits and the employee's regular pay (including any regular additional pay).

Section 4. Full medical and dental insurance coverage shall be provided for employees for a minimum of twelve (12) months from the date of injury as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 11. Further coverage shall be at the discretion of the Board.

Section 5. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights. (See also Article 37, Light Duty, Section 3.)

ARTICLE 26 - REGULAR PART-TIME EMPLOYEE BENEFITS

Benefits for regular part-time employees covered by this Agreement shall be as follows:

- A. Employees working an average of twenty (20) hours per week shall receive health insurance coverage as if they were full-time employees.
- B. Employees working an average of thirty (30) hours per week shall receive dental insurance coverage as if they were full-time employees in addition to health insurance.
- C. Employees working an average of thirty (30) hours per week shall be covered by the County's life insurance and disability insurance policies in addition to health insurance.
- D. Part-time employees must serve a waiting period two (2) full calendar months consistent with County policy to qualify for the above benefits.
- E. Employees working less than full-time will be eligible for PERS if they meet the requirements of ORS Chapter 237.
- F. Part-time employees will receive seniority, vacation, sick and other accruals prorated based on budgeted FTE.
- G. Employees shall be eligible to receive merit/step increases and time in service for vacation accrual and longevity pay as of the first of the month based on accumulated calendar months of service.
- H. Employees shall receive paid holidays only for those holidays which are observed on days the employee is regularly scheduled to work.
- I. Overtime will only be paid for all authorized work performed in excess of forty (40) hours in any work week or if the employee is required to work over twelve (12) hours on a regularly scheduled work day. The County and employee may also agree to a flexible schedule for a particular work week which does not create overtime obligations unless required by operational need.
- J. All other provisions of this Agreement not specifically modified above shall apply to part-time employees.

ARTICLE 27 - COMPENSATORY TIME OFF

If agreed to by an employee and his supervisor, compensatory leave may be taken in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

ARTICLE 28 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. Employer “Pick-up” of Employees PERS/OPSRP Contribution.

Eligibility for Public Employees Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP) is subject to ORS Chapters 238 and 238A. The County agrees to pay 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, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution by the County.

Section 2. Notice of Intent to Retire.

1. Employees are requested to provide a ninety (90) day written notice of intent to retire.

2. Retire/Rehire program:

A. The parties recognize that there can be a large time lag between retirements and hiring new employees to meet operational need. The intent of this program is to improve the efficiency with attrition and maintaining qualified staffing levels.

B. For DPSST certified and non-certified, employees who provide at least twelve (12) months’ notice, but no more than eighteen (18) months’ notice, of commitment to retire under PERS or OPSRP, the County, at its discretion, may offer the employee the opportunity to return to work for up to an additional one hundred and eighty (180) calendar days from the employee’s retirement date. Within thirty (30) days of notice from the employee, the County will give notice to the employee that they are selected for the program. The County’s decision to not select an employee for the Retire/Rehire program is not subject to the grievance procedure. An employee who is not selected for the Retire/Rehire program may withdraw their notice to retire within thirty (30) days of the County’s notice non-selection and the conditions of the program will not apply to that employee.

C. Employees selected for the Retire/Rehire program are subject to the following:

1) Retire/Rehire program not to exceed one hundred and eighty (180) calendar days from the employee’s retirement date.

- 2) Employee maintains their current seniority.
- 3) Employee will have no more than three (3) calendar days off between retirement and returning to work to initiate the new employment relationship.
- 4) Employee will continue on County health insurance and not enroll into the IRMT plan. The County will continue to pay the employee's IRMT contribution as set forth in Article 11.
- 5) Employee will be an Association member with limited benefits:
 - a) Employee will be afforded the rights as provided under Article 20 for alleged disciplinary actions, however, employee retains no rights to grieve discipline or discharge past Step 2 of Article 21, with final decision by the Sheriff. The County may end employment for operational need not related to discipline and layoff and recall provisions of the CBA and County Code will not apply. If the investigation or grievance process exceeds the employment period, the employment status ends even if the investigation or grievance process is unresolved.
 - b) Employee may be returned to any previously held classification subject to operational need. If not returned to their classification upon retirement, employee will be paid the step closest to their previous wage. Employee will earn compensation including incentives as applicable for the assigned work. The County, at its discretion, may suspend an employee's specialty assignment.
 - c) Sick Leave will be earned and used consistent with Oregon Paid Sick Leave law. (*note: FMLA/OFLA would not apply*)
 - d) Employee is eligible for Holidays as provided by Article 7 as occurring during the one hundred and eighty (180) day period.
 - e) Employee will not earn any additional leave accruals except for two (2) personal leave days banked upon rehire. Such days have no value upon separation of employment. Employee may also request time off without pay subject to supervisory approval.
 - f) Employee is not eligible for compensatory time accrual.
 - g) Employee is not eligible for tuition reimbursement
 - h) Employee is eligible for all terms and conditions of this Agreement unless otherwise provided above.

D. Upon receiving such notice from an individual employee, the County will initiate hiring to adjust for the appropriate staffing level as determined by the County.

E. The County is not precluded from offering work to retirees as a temporary employee.

ARTICLE 29 - LAYOFF

Section 1. This Article is to apply to all employees covered by this collective bargaining agreement. Where the term "Sheriff" is used, it shall also refer to the "appointing authority" if an employee is in another Department.

The Sheriff may lay off an employee when the Sheriff determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority while in the classification, as described in this Article for purposes of layoff. An employee shall be given written notice of a pending layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff and the fact that an election to displace another employee pursuant to Section 3 of this Article must be made within six working days of receipt of said notice.

Section 2.

Layoffs shall occur in the following manner:

- A. The Sheriff shall determine the specific positions to be vacated.
- B. The Sheriff will notify, in writing, all affected employees and the Association at least fifteen (15) calendar days prior to the effective date of the layoff of all employees in all affected classifications.

Section 3. Where an employee is laid off, including former bargaining unit members promoted to non-represented positions within the Sheriff's Office, that employee may elect to displace (bump) an employee in another job classification at the same or a lesser pay range provided that the employee is qualified to perform the duties of the position and the employee electing to displace another has a greater seniority as defined below. Layoff and bumping shall occur within a department only.

1) For layoff bumping purposes in DPSST certified law enforcement positions, an employee's seniority shall be measured from the date and time they were hired or promoted into the classification into which they are bumping and shall include all time as a Department employee in that classification, plus all time as a Department employee in any equal or higher classification, whether in a represented or non-represented classification.

2) For layoff bumping purposes in non-DPSST certified positions, seniority shall be measured by the date and time of hire by the Sheriff's Office.

3) When layoff bumping occurs, the "bumped" employee who is displaced is the employee within the job classification with the least Department seniority, measured from the date and time of hiring or promotion into that classification,

including all time as a Department employee in that classification, plus all time as a Department employee in any equal or higher classification, whether in a represented or non-represented classification.

Employees who are reinstated from a layoff register retain previously accrued seniority, not including the time on layoff status while not working for the Sheriff's Office.

For purposes of this Article, for DPSST certified law enforcement classifications, "qualified to perform the duties of the position", means that the employee has previously held the classification with this Department.

If an employee exercises a layoff bumping right to a position where they had not completed the probationary period, they must complete the remaining time in probationary status.

An employee who transferred from a regular-status position as a Jail Deputy to a position as a Deputy Sheriff, or from a regular status position as a Deputy Sheriff to a position as a Jail Deputy, and is then laid off, may elect to displace (bump) an employee in the prior classification previously held, if the employee electing to displace another has greater seniority as defined in this section.

Section 4. Employees who held training positions as Recruit Deputy Sheriffs or Recruit Jail Deputies and successfully transferred to Deputy Sheriff or Jail Deputy classifications shall be credited with additional seniority for layoff and/or layoff bumping purposes as provided by the following rules:

(a) For employees who have held positions as Recruit Deputy Sheriff and/or Deputy Sheriff, seniority for layoff or layoff bumping into these classifications is measured from the earlier hire date in either of these two classifications;

(b) For employees who have held positions as Recruit Jail Deputy and/or Jail Deputy, seniority for layoff or layoff bumping into these classifications is measured from the earlier hire date in either of these two classifications;

(c) For employees who have been employed as a Recruit Jail Deputy and/or Jail Deputy prior to being employed as a Recruit Deputy Sheriff and/or Deputy Sheriff, seniority for purposes of layoff bumping into a position as a Recruit Jail Deputy or Jail Deputy includes all time employed in any of those positions. This "blended Seniority" under Section 4(c) of this Article applies only to bumping resulting from layoff, and not to the identification of positions for layoff under Article 29, Section 1. This paragraph applies in a similar manner to employees who have been employed as a Recruit Deputy Sheriff and/or Deputy Sheriff prior to being employed as Recruit Jail Deputy and/or Jail Deputy.

Section 5. When an employee displaces another employee under the conditions set forth above, the employee taking the position will be paid the rate of pay within the pay range of the employee's new assignment and classification which most nearly approaches the rate of pay actually earned in the job from which the employee was laid off.

Section 6. Employees who have been laid off or who have displaced another employee shall be placed on the layoff register, for the classification held at the time of their layoff, in order of layoff seniority including time spent in an equal or higher classification. Reinstatement shall be offered to those employees on the layoff list in descending order from top to bottom of layoff seniority possessed at the time of layoff prior to hiring any new employees. In other words, recall will occur so that the last employee laid off will be the first recalled. An employee's duration of placement on the layoff register shall not exceed twenty-four (24) months from the employee's layoff date.

Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the County informed of their correct address. Failure to respond to such recall notice within five (5) calendar days of receipt of the notice shall cause loss of recall eligibility.

Employees recalled shall have accrued but unused sick leave at the time of lay off restored.

ARTICLE 30 - TUITION REIMBURSEMENT

Subject to a maximum of one thousand five hundred dollars (\$1500.00) per employee per fiscal year, the County will reimburse the employees for the cost of books and tuition for the completion of any approved course of study directly related to their job. Courses must be from an accredited institution such as a community college, college or university. Proof of successfully passing an approved course must be submitted prior to reimbursement. Exceptions must be approved by the Sheriff in advance of the course of study.

ARTICLE 31 - INCENTIVE PROGRAM

Section 1. Incentive Schedule.

In order to maintain and improve officers' law enforcement skills, as well as to increase the participation of officers in the life of the community, the County will implement an incentive program consisting of training and community service, Department of Public Safety Standards and Training certification, superior firearms qualification and supervisory certification. The following premiums are paid subject to the conditions of this Article:

INCENTIVES	Monthly Amounts 7/1/2017	Monthly Amounts 7/1/2018	Monthly Amounts 7/1/2019
DPSST Intermediate Certification <u>or</u>	\$ 40.20	\$ 41.20	\$ 42.44
DPSST Intermediate Certification w/Bachelors or	\$ 68.30	\$ 70.01	\$72.11
DPSST Intermediate Certification w/Masters or Ph.D.	\$ 80.37	\$ 82.38	\$ 84.85
DPSST Advanced Certification or	\$ 88.13	\$ 90.33	\$ 93.04
DPSST Advanced Certification w/Bachelors or	\$ 149.82	\$ 153.56	\$ 158.17
DPSST Advanced Certification w/Masters or Ph.D.	\$ 176.21	\$ 180.62	\$ 186.04
Marksmanship Pay	\$ 40.20	\$41.20	\$ 42.44
Educational @ 75 hrs. annually or	\$ 127.32	\$130.51	134.42
Educational @ 50 hrs. annually or	\$ 88.13	\$ 90.33	\$ 93.04
Educational @ 25 hrs. annually	\$ 44.05	\$ 45.15	\$ 46.51
DPSST Supervisory Certificate or	\$ 100.47	\$ 102.98	\$ 106.07
DPSST Supervisory Certificate w/Bachelors or	\$ 170.81	\$ 175.08	\$180.34
DPSST Supervisory Certificate w/Masters or Ph.D.	\$ 201.90	\$ 206.95	\$ 213.16
Community Service Officers w/AA degree or	\$ 40.20	\$ 41.20	\$ 42.44

Community Service Officers w/BA degree	\$ 88.13	\$ 90.33	\$ 93.04
IAI Certified Crime Scene Investigator (Basic)	\$ 25.00	\$ 25.63	\$ 26.39
IAI Certified Crime Scene Investigator (Intermediate)	\$ 37.80	\$ 38.75	\$ 39.91
IAI Certified Crime Scene Investigator (w/Masters or PhD)	\$ 64.24	\$ 65.85	\$ 67.82
IAI Certified Crime Scene Analyst (Intermediate)	\$ 37.80	\$ 38.75	\$ 39.91
IAI Certified Crime Scene Analyst (Intermediate with Bachelors)	\$ 64.24	\$ 65.85	\$67.82
IAI Certified Crime Scene Analyst (Intermediate with Masters/PhD)	\$ 75.58	\$ 77.47	\$79.79
IAI Certified Senior Crime Scene Analyst (Advanced)	\$ 82.89	\$ 84.96	\$87.51
IAI Certified Senior Crime Scene Analyst (Advanced w/Bachelors)	\$ 140.90	\$ 144.42	\$ 148.76
IAI Certified Senior Crime Scene Analyst (Advanced with Masters/PhD)	\$ 165.73	\$ 169.87	\$ 174.97
IAI Certified Latent Print Examiner	\$ 140.90	\$ 144.42	\$ 148.76
IACIS Certified Forensic Computer Examiner	\$ 82.89	\$ 84.96	\$87.51
IACIS Certified Forensic Computer Examiner (w/Bachelors)	\$ 140.90	\$ 144.42	\$148.76
IACIS Certified Forensic Computer Examiner (w/Masters/PhD)	\$ 165.73	\$169.87	\$174.97
IACIS Certified Mobile Device Examiner	\$ 25.00	\$ 25.63	\$ 26.39

IACIS Certified Advanced Windows Forensic Examiner	\$ 25.00	\$ 25.63	\$ 26.39
--	----------	----------	----------

The above amounts will increase by an amount equal to the pay plan increases provided in Article 12 on July 1, 2018 and July 1, 2019.

Section 2. Marksmanship Pay.

DPSST certified bargaining unit employees members of the Sheriff's Office may participate in the annual firearms marksmanship program. To receive marksmanship pay, an employee must score a minimum of eighty-five percent (85%) on the annual spring firearms qualification course. The content/criteria of the test will be determined by CCSO Firearms Training Unit subject to approval by the Undersheriff. The employee may test for marksmanship pay only one time per year and there will be no make-up courses. This restriction is necessary because members will be firing a portion of their regularly issued yearly firearms ammunition. The County shall pay for all authorized fees incurred at the firing range.

An employee who scores a minimum of eighty-five percent (85%) on this qualification will receive additional compensation as described above effective the pay period following qualification. This pay will remain in effect for one year, or until the effective date of the next annual spring firearms qualification whichever is later.

Practice ammunition: DPSST certified employees will be provided six (6) boxes of practice ammunition per fiscal year subject to available supply for use at the CCSO facility, but no more than two (2) boxes per visit. No later than May 15 of each year, the Department will notify the Association if it anticipates a shortage of ammunition. The Department retains the sole discretion to determine if a shortage exists. Upon request by the Association, the parties may meet and confer about an adequate supply of ammunition.

Section 3. IAI and IACIS Certifications.

Effective in the first pay period of the month following execution of this agreement, Employees who use the listed certifications in the regular duties of their classification will receive the monthly values noted above. Employees receiving any DPSST certification are not eligible for any of the below certifications.

Certifications: (inclusive of basic/intermediate/advance and education: see chart Section 31.1)

1. IAI Certified Crime Scene Investigator
2. IAI Certified Crime Scene Analyst or Senior*
(If receiving Analyst incentive, the Investigator incentive is not paid.)*

3. IAI Certified Latent Print Examiner
4. IACIS Certified Forensic Computer Examiner
5. IACIS Certified Mobile Device Examiner
6. IACIS Certified Advanced Windows Forensic Examiner

Section 4. DPSST Certification.

Employees who obtain a DPSST Intermediate Certificate in law enforcement or corrections will be paid additional compensation as described above.

Employees who obtain a DPSST Advanced Certificate in law enforcement or corrections will be paid additional compensation as described above.

Certification pay will commence effective the pay period following submission of a successful application for certification to DPSST.

This incentive pay is not cumulative and members are eligible for one level only.

Section 5. Education Pay.

All employees of Clackamas County Sheriff's Office who are members of the bargaining unit are eligible to participate in Education Pay.

This incentive pay is not cumulative and members are eligible for one level only.

Employees wishing to participate in education pay must receive prior approval of their courses.

Employees will receive ten (10) hours credit for each successfully completed quarter hour of college credit classes.

Education credits will normally be granted for any college training that is job-related. Credits will also be awarded for non-job-related college courses if they are required courses as part of a degree program in a job-related field. Approved jobs related training courses attended during off duty hours will count towards training points.

The Education pay program is separate from the Tuition Reimbursement Program. The fact that a training or college course is approved for training points does not necessarily mean that it will be approved for tuition reimbursement.

Education hours will be compiled by the Training Officer and submitted to payroll prior to June 15 each year. Pay will commence with the first payroll period in July and will continue for a period of one (1) year.

Section 6. Supervisory Pay.

Employees who complete the DPSST Supervisory Certification Program shall be granted additional compensation as described above. This incentive pay is not cumulative employees are not eligible for other DPSST incentive pays.

Section 7. Community Service Officers with AA or BA degree.

Community Service Officers who attain an Associate's degree shall be paid additional compensation as described above. Community Service Officers who attain a Bachelor's degree shall be paid additional compensation as described above. Community Service Officers applying for compensation by way of this Section shall have completed their degree work in a law enforcement field or an approved course of study related to a law enforcement career. This incentive pay is not cumulative and employees are eligible for one level only.

Section 8. Detective and Evidence Technician Incentive Pay Program.

Description. For the classifications of Detective and Evidence Technician, a Detective or Evidence Technician employee may receive the following incentive pay subject to exceeding expectations in yearly evaluations as provided below.

Amounts of Incentive Pay. This is a tiered incentive pay program:

2.5% of base pay for employees in continuous service with the classification between 5 year (60 months) to 10 years (120 months).

5.0% of base pay for employees in continuous service with the classification for over 120 months.

Review Time Period. Incentive pay will be based on previous year employee evaluation as defined below.

Qualification and Yearly Evaluation:

1. Rotation Within Various Units of Detective Division.

Detectives may be rotated through the various units (currently Homicide and Violent Crimes Unit (HVCU), Child Abuse Team, and Property Crimes) when necessary to suit the needs of the Sheriff's Office. Seniority is still a consideration with regard to shift schedules and days off.

2. Exceeds Expectations.

The standard performance evaluation form will be used to evaluate and document the employee's performance for the year. An employee must receive a specific "Exceeds Expectations" rating on their performance evaluations and have the required time in grade to be eligible to receive the incentive pay.

Detectives or Evidence Technician will be evaluated on the following: report reviews, investigative audits, case reviews, training file contents and

supervisory input. Other considerations may include: response (when available) to the needs of the Sheriff's Office while off duty, assisting uniform personnel in the field when on duty and available, closely monitoring dispatch calls for service while on duty and in the field, attending required training (unless excused), and assisting with the training needs of the Sheriff's Office when requested.

Appealing Decisions of "Does not Meet Criteria". If an employee does not qualify for the Incentive Pay Program because his/her evaluation was below the rating criteria set forth above, then the employee may question the determination and have the opportunity to be heard. Management would typically follow its chain of command in responding to the employee starting with a Lieutenant then up to the Division Commander. The Division Commander's decision is final. The Association and employee agree that the employee has no further avenue for review and cannot use the grievance process. An employee should check with his/her supervisor midway through his/her evaluation period and inquire as to his/her performance.

Changes to Incentive Plan. Any alterations to this plan deemed necessary will only be made through negotiations between the County and the Association.

Section 9. Detective Sergeant Incentive Pay and CCITF Sergeant Pay

Sergeants assigned to CCITF shall receive additional compensation equivalent to five percent (5%) of their base pay for the length of their assignment.

Sergeants assigned to the Investigation Division shall receive additional compensation equivalent to six percent (6%) of their base pay for the length of their assignment. This incentive pay does not apply to Sergeants assigned to CCITF (*Clackamas Co. Interagency Task Force*).

In consideration for the additional compensation paid to Sergeants assigned to the Investigation Division the Sheriff shall have the authority to move the Sergeants within the Sheriff's Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

Section 10. Field Training Officer Pay.

Any employee assigned the responsibility of a Field Training Officer or a person supervising a Field Training Officer shall receive premium pay in the amount of ten percent (10%) of the employee's base pay as set forth in the pay plan for the length of the assignment.

The following classifications are eligible for Field Officer Pay:

- a) Jail Deputy
- b) Jail Sergeant
- c) Deputy Sheriff
- d) Sergeant
- e) Detective

- f) Community Service Officer
- g) Evidence Technician
- h) Office Specialist 1 & 2
- i) Any other classification that uses an approved Field Training and Evaluation Program (including the above listed).

Section 11. Bilingual Pay.

Any employee who is fluent in Spanish, Russian, American Sign Language, or a language agreed upon by the CCPOA and the Sheriff and in the course of the employee's duties uses that language shall receive premium pay in the amount of five percent (5%) of the employee's base pay as set forth in the pay plan.

Proficiency will be established by a Human Resources approved testing process and/or by the FBI. All costs for initial testing, documentation and retesting shall be borne by the Sheriff's Office. Employees may be required to recertify fluency every five (5) years.

Section 12. Motor Deputy Pay.

Employees may be assigned to Motorcycle Patrol. In consideration of the additional specialized training and experience for employees working in the assignment of Motorcycle Deputy, employees shall receive premium pay in the amount of five percent (5%) of the employee's base pay as set forth in the pay plan for that period of time that the employee is assigned as a Motor Deputy.

In consideration of the additional compensation paid to Motor Deputies, the Sheriff shall have the authority to move the Motor Deputies within the Sheriff's Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

Section 13. Canine Assignment and Premium Pay.

Deputies may be assigned to Canine duties at the discretion of the Department. It is anticipated that Canine Deputies will provide maintenance of their assigned dogs, including feeding, grooming, and other normal dog maintenance responsibilities, outside the Canine Deputy's normal work hours. The parties have evaluated the time needed for routine care and have determined that four (4) hours per week [thirty-four (34) minutes a day] is reasonable and sufficient to meet those responsibilities. In consideration of this activity, Canine Deputies shall receive one (1) hour release time per working day when on a 4/10 schedule for these duties. If the work schedule differs from a 4/10 schedule, the Deputy will receive the equivalent of 4 hours per week of release time divided into the workday schedule. Canine Deputies may also be required to work a full week schedule and would be eligible for overtime for routine care.

Canine duties require specialized training and experience. Deputies assigned to Canine Patrol will receive an additional incentive of five percent (5%) base pay per pay period during the period of the assignment.

In consideration of the additional compensation paid to Canine Deputies, the Sheriff shall have the authority to move the Canine Deputies within the Sheriff's Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

Section 14. SWAT/HNT, CERT, EDU/Bomb, Dive Rescue Team.

Employees assigned to SWAT/HNT, CERT, EDU/Bomb, and Dive Rescue Team are eligible for additional premium pay.

Effective in the first pay period of the month following execution of this agreement, employees serving as a qualified member in good standing will receive a monthly incentive of \$50. The Sheriff shall have the authority to discontinue employee participation in these programs as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move. The above amounts will increase by an amount equal to the yearly pay plan increases provided in Article 12 on July 1, 2018 and July 1, 2019.

ARTICLE 32 – EQUIPMENT

Section 1. Repair or replacement of personal property or equipment.

The County shall repair or replace an employee's personal property or equipment which the County requires the employee to have while working for the County and which is lost, damaged or stolen beyond usable or safe operating quality in the line of duty except as such is due to the employee's negligence.

Section 2. Vests.

The County shall provide DPSST certified employees with either a vest rated at Threat Level IIA (with sharp object protection) or Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently 5 years). So long as the vest satisfies the required threat level, the County shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a qualified employee wants a vest not selected or approved by the County, it shall be the employee's responsibility to pay any differences beyond what the County will pay.

Section 3. Equipment Reimbursement.

Effective January 1, 2016, the County will reimburse DPSST certified uniformed employees in an amount up to ninety (90) dollars per calendar year for the purchase of belts, holsters, footwear, gloves, flashlights, handcuffs, radio equipment, vest upgrade, duty belt gear and approved uniform apparel with insignia that is not provided by the Sheriff's Office (hats, uniform sweaters, external vest carriers and mock turtle necks) to be used in carrying out their assigned duties. The employee shall provide to the County proof of purchase for the equipment items to receive the reimbursement.

Requests for reimbursement with original receipt(s) attached shall be submitted between January 1 and January 15 for equipment purchased in the previous calendar year.

ARTICLE 33 - CLEANING AND CLOTHING ALLOWANCE

Section 1. Uniform Cleaning.

DPSST Certified employees and Community Service Officers required to wear a uniform shall be paid \$20 per month as a cleaning allowance.

Section 2. Clothing Allowance.

Detectives shall receive a uniform allowance of \$600 per year, which shall be paid at a rate of \$50 per month on the first paycheck of each month. Detectives do not receive the uniform cleaning allowance.

ARTICLE 34 - LEGAL DEFENSE FUND

Legal Defense Plan: For DPSST certified employees, the County will contribute towards the PORAC Legal Defense Plan that provides each of its members with an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the member arising out of the member's involvement in the scope of regular performance of his or her duty as an employee for the County.

- a. Effective the month following execution of this agreement and the selection of the legal defense plan, the County will contribute up to \$4.50 per month toward the premium for each DPSST certified officer paid by reimbursement of invoice provided by the Association for the "PORAC" Plan. Invoices by the Association may be quarterly.
- b. The Association will provide a complete legal defense plan description to the County and advanced written notice to the County of any changes to the plan. Substantive changes in plan benefits are subject to notice and bargaining under ORS 243.698.
- c. The County recognizes that it is not entitled to the work product of the attorneys involved in this program. The County recognizes there exists an attorney client privilege between the attorney and the member.

ARTICLE 35 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be determined to be unlawful and unenforceable by statute or constitutional amendment, by administrative rule or federal regulation or by any Court of competent jurisdiction or ruling by the Employment Relations Board, such determination shall apply only to the specific Article, Section or portion thereof, directly specified in the determination, the County may suspend the invalidated Article, Section or portion thereof and, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof under ORS 243.698.

ARTICLE 36 - ASSOCIATION RIGHTS

Section 1. Association Executive Board.

Employees selected by the Association to act as Association representatives for grievance processing and other labor matters, shall be known as the Association Executive Board. The names of employees so designated shall be certified in writing to the County by the Association.

Section 2. Executive Board Release Time.

The Executive Board members of the Association may investigate and process grievances and other labor related matters during working hours, within reasonable limits, and without loss of pay, providing it does not conflict with Sheriff's Office operations. In order to ensure that there is no conflict with Sheriff's Office operations, an absence from duty for the purposes of investigating and processing grievances or other labor related matters, must be approved in advance by a Lieutenant.

Executive Board members may attend regular Executive Board meetings during working hours without loss of pay. Regular Executive Board meetings are typically scheduled for one hour on a monthly basis, however, meetings may last up to 90 minutes due to the press of business. The Association may also from time to time schedule a second regular meeting in any individual month. The Association will provide notification to the County of the date and time of Executive Board meetings held during working hours.

The Association will exercise care to cooperate with the County to make sure there is no undue disruption to County operations caused by the operation of this section.

To accommodate the availability of the Association President to perform Association business, at the mutual agreement of the Association President and the Sheriff, the Association President will be assigned to a shift which includes a majority of its hours Monday through Friday, 8:00 a.m. to 5:00 p.m. Prior to the commencement of the shift bid, the President will meet with management to determine the President's shift assignment.

The Association shall have the right to have a bulletin board and a mailbox in each facility occupied by the Sheriff's Office.

Section 3. Association Negotiating Committee.

Employees selected by the Association to act as Association representatives for negotiations, shall be known as the Association Negotiating Committee. The names of employees so designated, up to a total of five (5) employees, shall be certified in writing to the County by the Association.

Section 4. Negotiating Committee Release Time and Paid Bargaining Time.

Negotiating Committee members may attend negotiation sessions and caucuses held at the same site up to one hour before and during the sessions without loss of pay if held during working hours. If such negotiation sessions or caucuses are held outside of the member's working hours, the member will be paid at the member's regular rate of pay including overtime if applicable. Paid time or release time for negotiating sessions or caucuses will include all time in mediation sessions.

Section 5. County- Association Meetings.

The County or its designee(s) may meet at mutually convenient times with the Association Executive Board, Negotiating Committee or Association officers. All meetings between the County or its designee(s) and the Association shall be held during working hours whenever possible and without loss of pay. The purpose of the meetings may be to discuss issues which would improve the relationship between the parties.

ARTICLE 37 - LIGHT DUTY

Section 1.

Employees have an ongoing responsibility to notify their supervisor if they are unable to fully perform their regular duties due to injury or illness. The nature of DPSST certified law enforcement positions requires that each officer be physically able to assist fellow officers in time of need. Employees are not required to inform their supervisor of confidential medical information, only the limitations that have occurred because of a medical condition. The County may verify medical information but must do so in a manner that protects medical confidentiality and complies with Federal law (HIPAA) and EPP #42 (Personnel Records).

Section 2.

Training, and specifically defensive tactics training, is an integral part of regular job duties for DPSST certified law-enforcement personnel. An injury may require limited participation in defensive tactics training. The practice sometimes referred to as "tape and play," is a mutually accepted practice that enables an employee to participate in limited defensive tactics training while simultaneously identifying injuries that must be protected from aggravation during the training activity. Where no physical participation in defensive tactics training is possible due to the extent of illness or injury, mere observation of the training is not an effective means of participation. Employees will be expected to participate in the next scheduled training after their illness or injuries have resolved.

Issues of fitness for duty, including fitness for defensive tactics training, cannot be resolved without the involvement of trained medical professionals who are both knowledgeable about the extent of illness/injury and the specific job duties or training activities of the individual. Questions of fitness for duty will be referred to medical professionals using the County's standard procedures. Fitness for duty issues (other than minor injuries) should be addressed in consultation with Human Resources, on an ongoing basis and prior to the day of scheduled defensive tactics training.

Section 3.

The rigorous nature of job duties in DPSST certified positions at the Sheriff's Office creates the need for additional light duty opportunities, over and above the standard County policy limiting light duty to ninety (90) days except in unusual circumstances (EPP #9). For this reason, an additional ninety (90) days of light duty will be available to employee in DPSST certified positions [for a total of one hundred (180) days], upon application to the Sheriff and his approval of such additional light duty. Approval will be contingent on continued available light duty. The Sheriff will grant the additional light duty where (1) it appears to be medically necessary and (2) there is a reasonable probability that the additional light duty will allow the employee to return to regular duty. Light duty for DPSST certified personnel in the Sheriff's Office will be limited to one hundred and eighty

(180) days total, except in unusual circumstances to be determined at discretion of the Sheriff.

**ARTICLE 38 - DEPUTY MEDICAL EXAMINERS, DISASTER MANAGEMENT
DEPARTMENT, and DISTRICT ATTORNEY INVESTIGATORS.**

Section 1. Application of Article.

This Article shall apply to all Deputy Medical Examiners (DMEs) including the Senior Deputy Medical Examiner, the Strategic Program Coordinators in the Disaster Management Department, and the Investigators in the District Attorney's Office.

Section 2. Workweek for DMEs.

DMEs will work a regular rotating schedule of forty-eight (48) hours on duty, spread over three (3) calendar days, and ninety-six (96) hours off duty. In each twenty-four (24) hour period, twenty (20) hours will be considered on duty, with four (4) unpaid hours for rest periods. For payroll purposes, this workweek will be considered as consisting of forty (40) standard paid hours. Each forty-eight (48) hour schedule begins at 1800 hours when the DME arrives at the office to retrieve their County vehicle.

During each forty-eight (48) hour period, the DME on duty is required to be in the office from 0700 to 1800 hours each day. During office hours the DME is responsible for taking three (3) separate ten-minute (10) rest breaks and one (1) separate paid thirty (30) minute meal period.

In addition to the above office hours, DMEs are also required to attend monthly staff and monthly case review meetings, which may or may not occur during their regular forty-eight (48) hour schedule. If such meetings do not occur during a DME's regular scheduled hours, their attendance will be paid at the regular base rate up to forty (40) hours in a work week, and then at the overtime rate thereafter. If such meetings occur during a DME's regular scheduled hours, and a DME cannot attend the Staff Meeting/Case Review (for non-work-related reasons), with the prior approval of management, they may be required to use appropriate leave time or may flex their schedule.

The County and the Association agree that either party may terminate a schedule created under this Agreement at any time for any reason upon thirty (30) days' written notice to the other party. The DMEs will then revert to a shift schedule established by the Disaster Management Department.

If a DME can document that they have been engaged in field work duties, inclusive of office time and/or monthly staff or case review meetings for twenty (20) hours without breaks or meal periods, they shall be entitled to be paid overtime at the overtime rate as outlined in Section 8 below for each hour worked in excess of twenty (20) up to twenty-four (24). If such time crossed into their next scheduled twenty-four (24) hour work period, which begins at 1800, they shall return to straight time.

A DME must take an eight (8) hour rest period after their forty-eight (48) hour on duty period prior to working overtime, unless pre-approved by management. All overtime must be pre-approved by management. If a case comes in within three (3) hours prior to the end of a DME's shift, management, in discussion with the DME, will decide who will be assigned the case.

The Chief Deputy Medical Examiner will take calls and complete that investigation during his/her shifts when the assigned DME for that shift is on leave or is working another case and cannot respond.

For payroll purposes, the workweek begins Saturday at midnight and ends Friday at 11:59pm.

Section 3. On-Call for DMEs.

When a DME is on approved leave, the hours not covered by the Chief Deputy Medical Examiner's regularly scheduled hours will be offered as on-call duty to the remaining DMEs based on seniority, with the most senior employee being offered first. See also Section 7.

Upon assignment of on-call status, DMEs will receive one (1) hour regular rate of pay for every six hours of on call status, or the equivalent as prorated for duration of the assigned status. If the DME is required to respond to a call, overtime will apply as provided by this Article.

Employees' assigned on-call status are required to be readily available to report to work within 30 minutes. Readily available includes that the employee has not consumed any intoxicant while on-call consistent with policy. Failure to comply with these requirements may result in disciplinary action. On-call status is not payment for hours worked and is not considered compensable time. While on-call, DMEs will be required to carry and respond to cellular phone or phone calls.

Section 4. Call Back Pay for DMEs.

DMEs who are called to physically report to a worksite outside of their regular forty-eight (48) hour schedule (that is, hours outside of a scheduled shift) will be paid for actual time worked, in fifteen-minute increments, with a minimum of two (2) hours at the rate of pay as outlined in Section 8 below.

Actual time worked during call back hours will be paid at the rate of pay as outlined in Section 8 below, except phone call pay as set forth in Section 5 and Section 8 below. The overtime rate will be paid only up to the start of the regular schedule.

Section 5. Phone Call Pay for DMEs.

DMEs who are on-call and who answer work-related phone calls after work hours will be paid for actual time worked at the rate of pay as outlined in Section 8 below. If the phone call is fifteen (15) minutes or less, the DME shall be paid for fifteen (15) minutes at the rate as outlined in Section 8 below.

Section 6. Leave Hours.

Usage: Use of a day's vacation will consist of twenty (20) hours per day. Use of a day's Sick leave will consist of twenty (20) hours per day. Use of a Holidays will be paid at twenty (20) hours per day. Sick leave hours taken in less than a one-day increment will be hour for hour to the ¼ hour.

Leave accruals are consistent with the other Articles of this contract.

Section 7. Chief Deputy Medical Examiner.

It is recognized that the County may rely on the Chief DME for after hour phone calls, pager, or electronic messages. However, when there is only one DME on shift and that DME is absent from work, the Chief DME will offer any call-back opportunities outside the Chief DME's regularly scheduled hours to the remaining bargaining unit staff on a seniority basis before performing the work himself or herself.

Section 8. Rates of Pay for DMEs.

It is recognized that due to the non-standard schedule that is worked by the Deputy Medical Examiners, the following formulas will be applied to their rate of pay:

- a) Use or payment of the following accrued paid leaves: On-call, Vacation, Sick, Holiday, Personal Day, Bereavement, and Training shall be paid at the regular rate of pay x 1.23075.

- b) Work performed for Call Back, Phone Call Pay, and overtime shall be paid at the regular rate of pay x 1.846125.

Historical note: These rates of pay were specifically negotiated from a change in yearly scheduled hours from (2400 to 2080) and reflect a conversion of equitable value based on a previous yearly work schedule.

Section 9. On-Call for Strategic Program Coordinators in Disaster Management.

Strategic Program Coordinators in the Disaster Management Department designated in writing to be on-call shall receive one (1) hour of pay at the regular rate of pay for each eight (8) hours on-call. If called back to work, they shall be paid at the rate of one and one-half times (1.5) their regular rate of pay, with a two (2) hour minimum. Employees assigned to be on-call must be readily available to report to duty within 30 minutes. Readily available includes that the employee has not consumed any intoxicant while on-call consistent with policy. Failure to comply with these requirements may result in disciplinary action. On-call status is not payment for hours worked and is not considered compensable time.

Section 10. Strategic Program Coordinators in Disaster Management Work Hours.

Bargaining unit employees working full-time within classifications under the direction of the Disaster Management Department work a regular schedule of either five (5) days a week with eight (8) hours shifts or four (4) days a week with ten (10) hour shifts at the discretion of the Department Director.

Full time employees earn overtime consistent with Article 13. Part-time employees are subject to Article 26.

Leave accruals are consistent with the other Articles of this contract.

Section 11. District Attorney Investigators Work Hours.

Bargaining unit employees working full time within classifications under the direction of the District Attorney's Office work a regular schedule of either five (5) days a week with eight (8) hour shifts or four (4) days a week with ten (10) hour shifts, at the discretion of the District Attorney.

Bargaining unit employees working part-time within classifications under the direction of the District Attorney's Office work a regular schedule of two (2) or three (3) days a week with ten (10) hour shifts, at the discretion of the District Attorney. Part-time employees may alternatively be assigned a regular work schedule of four (4) or five (5) days a week with no more than ten (10) hour shifts on any particular day, for total regularly scheduled work week hours not to exceed thirty (30) hours, at the discretion of the District Attorney.

Full-time employees earn overtime consistent with Article 13 and double time consistent with Article 15.5(b). Part-time employees are subject to Article 26.

Leave accruals are consistent with the other Articles of this contract.

ARTICLE 39 - Employee Assistance Program/EAP

The Sheriff or designee may, with cause, order any employee to consult with the Employee Assistance Program (EAP) counselor as necessary. The results of the consultation shall remain confidential except that the EAP will contact a Human Resources Integrated Disability Analyst to confirm the employee's consultation. The appointments will be on compensable time.

ARTICLE 40 - Transfers

Employees who wish to transfer between Jail and Patrol may do so upon successful completion of the recruitment process and submission and acceptance of the Request to Voluntarily Transfer.

ARTICLE 41 – TERMINATION

Section 1. Except as otherwise provided, this agreement shall become effective as of the date it has been executed by both the County Board and the Association membership and shall remain in full force and effect until the 30th day of June, 2020 and until a subsequent contract is negotiated and executed by the County and Association. This Agreement shall automatically reopen on March 1, 2020 for negotiations.

Section 2. This Agreement may be amended at any time by mutual agreement of the Association and County; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto set their hands thus _____ day of _____, 2018.

FOR THE UNION

FOR THE COUNTY

Stephen Steinberg
President, CCPOA

Jim Bernard
BCC Chair

Anil Karia
Attorney

Mary Raethke
Recording Secretary

Craig Roberts
Sheriff

Matt Ellington
Undersheriff

Chris Hoy
Chief Deputy

James Rhodes
Captain

Jeff Smith
Captain

Christina Thacker
County Council

Eric Sarha
Asst. Human Resources Director

Steven Schuback,
Chief Negotiator – Peck,
Rubanoff, Hatfield

Appendix A

CLACKAMAS COUNTY SHERIFF'S OFFICE REQUEST TO VOLUNTARILY TRANSFER

NAME:	(Last)	(First)	(MI)
EMPLOYEE ID:			
CURRENT CLASSIFICATION:		<input type="checkbox"/> Jail Deputy (121)	<input type="checkbox"/> Deputy Sheriff (103)
REQUESTED CLASSIFICATION:		<input type="checkbox"/> Jail Deputy (121)	<input type="checkbox"/> Deputy Sheriff (103)

Employees who wish to transfer between Jail and Patrol may do so upon successful completion of the recruitment process and submission and acceptance of this Request to Voluntarily Transfer.

In order for this request to be considered, the employee must meet the following requirements:

- Completed 18 months as a Jail Deputy (121) or Deputy Sheriff (103) level.
- Current (within the preceding 12 months) Sheriff's Office performance appraisal on file which rates employee's performance as meets or exceeds standards in all areas. Please attach performance appraisal to this request.
- No disciplinary action on file within the last 24 months.

If my request to voluntarily transfer is approved, I understand that my employment status will change in the following ways:

- While in training and performing work described in the Recruit classification indicated above, I will be placed into the Recruit classification identified as Deputy Sheriff, Recruit or Jail Deputy, Recruit Employees will maintain their current pay and merit step schedule from transfer.
- My training (DPSST/FTEP/Other training requirements) will be completed within 12 months unless extended by Division Commander.
- If moving from Deputy Sheriff, to Jail my new position will be a Jail Recruit maintaining my current pay.
- If moving from Jail to Deputy Sheriff, my new position will a Deputy Sheriff Recruit maintaining my current pay.
- My seniority will be determined in accordance with the POA Collective Bargaining Agreement (by classification in the new position).
- While in training, during my probationary period of 365 days, I may make a good faith request to be reappointed to my previous classification for reasons other than misconduct or discredit on my employment record. I will be returned to a

- vacant position in my former classification at my previous Step.
- If, while in training during my probationary period of 365 days, the Sheriff or designee determines my performance is not meeting established standards, I will be returned to a vacant position in my former classification at my previous Step.

Employee	Date
Supervisor	Date
Undersheriff	Date

If request is approved by Sheriff's Office management, please attach completed Personnel Action Form and submit packet to Human Resources.

ADDENDUM 1

DRUG AND ALCOHOL TESTING POLICY

Clackamas County Sheriff's Office Peace Officers Association Employees

TABLE OF CONTENTS

5.31.1 POLICY STATEMENT	2
5.31.2 EDUCATION AND TRAINING	2
5.31.3 EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL	2
5.31.4 DRUG EVALUATION; LEAVE OF ABSENCE	3
5.31.5 PRESCRIPTION AND OVER-THE COUNTER MEDICATIONS	3
“MEDICAL AND RECREATIONAL MARIJUANA”	4
5.31.6 PROHIBITIONS	4
5.31.7 CALLBACK DUTY	6
5.31.8 TYPES OF DRUG AND ALCOHOL TESTING REQUIRED	6
REASONABLE SUSPICION TESTING.....	6
RETURN TO DUTY AND FOLLOW-UP TESTING.....	7
5.31.9 COSTS OF TESTING	7
5.31.10 DRUG AND ALCOHOL TESTING PROCEDURES	8
DRUG TESTING:.....	8
BREATH ALCOHOL TESTING:.....	8
5.31.11 DRUG TEST RESULTS REVIEW	9
MEDICAL REVIEW OFFICER REPORTING OPTIONS AND EMPLOYER ACTIONS	9
MRO VERIFICATION WITHOUT NOTIFYING THE EMPLOYEE	10
COMMUNICATION OF RESULTS.....	10
5.31.12 DISCIPLINARY ACTION	11
5.31.13 RETURN TO DUTY PROCEDURES	12
5.31.14 RECORD KEEPING PROCEDURES	12
5.31.15 INFORMATIONAL RESOURCES	13
5.31.16 COMMERCIAL DRIVERS LICENSE DUTIES	13
ATTACHMENT A	14
ATTACHMENT B	18
ATTACHMENT C	19

5.31 DRUG AND ALCOHOL POLICY

Clackamas County Sheriff's Office

5.31.1 POLICY STATEMENT

The Clackamas County Sheriff's Office (CCSO) is strongly committed to providing a safe and drug-free workplace.

The CCSO recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

The Drug and Alcohol Testing Policy is intended to be consistent with and enhance the Clackamas County Employment Policy and Practice #5 - Drug Free Workplace Act and Policy Proclamation.

5.31.2 EDUCATION AND TRAINING

The CCSO will distribute information to employees regarding the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; drug and/or alcohol counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new employees will receive a copy of the Drug and Alcohol Policy, which informs them of their responsibilities with respect to compliance with this Policy.

Persons who may be required to make "reasonable suspicion" recommendations or determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase proficiency.

5.31.3 EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

Any employee may voluntarily request assistance in dealing with a personal drug and/or alcohol problem through the Employee Assistance Program (EAP) or other acceptable treatment program. Utilization of the EAP is confidential and an employee's utilization of the EAP will not be made known to the Sheriff's Office or the County unless the employee voluntarily chooses to share that information. However, voluntary self-referral for alcohol and/or illegal drug use is not in itself a "safe haven." The guidelines listed below will apply to self-referrals.

A. Any employee not currently under personnel investigation who voluntarily requests assistance in dealing with a personal alcohol and/or drug problem, may do so without jeopardizing his or her employment, if the alcohol and/or drug of abuse was originally prescribed to, or legally obtained by the employee, but was later abused by the employee. For the purpose of this section, a personnel investigation commences when the Sheriff's Office begins collecting information that leads to the employee being instructed to report for drug and/or alcohol testing.

B. Participation in the EAP or other acceptable treatment program will not, in itself, jeopardize an employee's job, and successful treatment will be viewed positively. However, participation in the EAP or treatment program will not prevent the CCSO from imposing discipline for conduct that occurs in conjunction with alcohol and/or drug use in violation of Sheriff's Office Policy, and will not relieve an employee from the responsibility to perform assigned duties safely and at a satisfactory performance level.

5.31.4 DRUG EVALUATION; LEAVE OF ABSENCE

An employee may be required to undergo an evaluation by a Substance Abuse Professional (SAP) approved by the Sheriff's Office if he or she is involved in an alcohol and/or drug related incident on or off-duty. This evaluation will determine the extent of any alcohol and/or drug problem and the appropriate treatment. The employee may then be required to participate in, and successfully complete, an alcohol and/or drug education and treatment program as recommended by the SAP in lieu of disciplinary action, as set forth in a Last Chance Agreement. Any cost of such an evaluation not covered by the employee's medical insurance shall be paid by the Sheriff's Office. The cost of the substance abuse treatment will be the responsibility of the employee if not covered by the employee's insurance. Substance abuse evaluation and treatment will be in addition to any disciplinary action taken.

Absences due to alcohol and/or drug abuse evaluation or treatment may be covered by an employee's sick leave or vacation leave. If no such paid leave is available, an unpaid leave of absence may be used according to the County's regular Policy for unpaid leave of absence.

Return to duty, after an employee has been on leave required by this Policy for evaluation or treatment of an alcohol and/or drug problem, will be allowed only in compliance with the recommendations of the SAP.

5.31.5 PRESCRIPTION AND OVER-THE COUNTER MEDICATIONS

Prescription and over-the-counter medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Employees are prohibited from reporting to work, working or returning to duty with medications that could reasonably be expected to impair their ability to safely perform their job duties. Employees are also prohibited from reporting to work with medications containing controlled substances in accordance with section 5.31.6. Employees should ask their physicians for specific instructions as to how much medication they should take, what combinations of medications they should take and when they should take medications to ensure safe use

relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Employees must report the use of medically prescribed drugs or other substances which could reasonably be expected to impair job performance. It is the employee's responsibility to determine from their physician whether the prescribed drug could reasonably be expected to impair his or her job performance, including the ability to operate a motor vehicle. An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication(s) with his/her doctor in relation to job duties; the type of medication(s); beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the Designated Employer Representative (DER). The DER working in conjunction with Sheriff's Office management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any other actions are necessary.

Management will restrict access to medical information to the DER, the Sheriff, Undersheriff or person appointed to fulfill the duties of the Sheriff or Undersheriff and will protect the confidentiality and security of the information.

All medicines brought onto County property/premises, including vehicles must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this Policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

“Medical and Recreational Marijuana”

Marijuana is a Class I controlled substance; its possession and use is illegal under federal law. Although the State of Oregon permits the possession and use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor and certain conditions have been met and for limited recreational use, this is not an acceptable explanation for a positive drug test under this Policy. The Sheriff's Office is a law enforcement agency and will observe the terms of federal law, which preempt state law in this regard. The Medical Review Officer (MRO) will automatically verify positive tests as being positive without regard to the existence of a medical marijuana card or recreational use that complies with state law.

In addition, possession of marijuana on County property is grounds for discipline up to and including dismissal.

5.31.6 PROHIBITIONS

The following conduct is prohibited:

- A. Buying, selling, consuming, distributing or possessing unlawful drugs or alcohol while working or engaged in work activities on behalf of the County, or while on

County premises or in County vehicles, except as necessary in the performance of duties (under-cover operations, confiscated evidence, etc.)

- B. Reporting for work, working or returning to duty with drugs or alcohol present in the body at the levels set forth below. For the purpose of this Policy, “drugs” include all controlled substances regulated under the federal Controlled Substances Act.
- C. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Undersheriff or his/her designee, irrespective of the jurisdiction where such action was taken.
- D. Refusal by an employee to submit a urine specimen and/or breath alcohol sample when required by this Policy will have the same consequences as a positive drug and/or alcohol test result (see “Discipline” section). It will warrant immediate removal of the employee from duty.
- E. Failing to comply with directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process and failing to comply with rehabilitation conditions imposed by the County or rehabilitation counselors pursuant to this Policy.
- F. Engaging in any other violation of this Policy.

Positive Test Levels for Drugs and Alcohol

A positive drug test result is defined as the detection of any one or more of the substances and/or metabolites of the substance listed in the table shown below:

Substance or Class	Screen Cut-off	Confirmation Cut-off
Amphetamines	500 ng/mL	250 ng/mL
Benzodiazepines	200 ng/mL	200 ng/mL
Cocaine	150 ng/mL	100 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	200 ng/mL
Opiates <i>Codeine/Morphine</i> <i>Hydrocodone,</i> <i>Hydromorphone,</i> <i>Oxymorphone</i> <i>Fentanyl</i>	300 ng/mL	2000 ng/MI 150 ng/mL **LOQ 2 ng.mL
6 Acetylmorphine (Heroin)	10 ng/mL	10 ng/mL
PCP	25 ng/mL	25 ng/mL

** Limit of Quantity

An employee will be considered in violation of prohibitions against reporting to work or working with alcohol in his/her system if his/her breath tests .01 g/210L or higher. A separate test, as provided by 5.31.10 Breath Alcohol Testing B2, must be conducted to enforce the .01 or greater BAC standard.

It is not the intent of this Policy to test for medications that are lawfully prescribed by a healthcare provider and used in accordance with the prescription. Employees who are taking medications, including medications containing controlled substances, should refer to the "Medications" section above for an explanation of their obligations. See 5.31.5.

Employees who engage in any prohibited conduct may be subject to discipline, including discharge.

5.31.7 CALLBACK DUTY

It is recognized that employees may be recalled to duty during normal off duty hours. When operational need dictates the necessity to recall these employees, caution and good judgment must be exercised. The employee is required to notify the supervisor requesting the callback of the side effects of any prescription drug or over-the-counter medication and, if requested, the name of the medication, as well as that could impair his/her ability to safely perform job duties and to receive the supervisor's approval before responding to the callback. Similarly, employees who have consumed alcoholic beverages within four (4) hours of a requested callback or, for any reason, believe they could be impaired by the consumption of alcohol, are required to notify the supervisor and obtain approval before responding to the callback.

5.31.8 TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this Policy:

Reasonable Suspicion Testing

An employee may be required to submit to a drug and/or alcohol test upon reasonable suspicion that the employee has violated the prohibitions of this Policy concerning alcohol and/or controlled substances. The determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substances test must be based on specific, articulable observations concerning the appearance, behavior, speech, or body odors of the employee or other articulable observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include, but are not limited to, deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Poor attendance or tardiness alone or in combination do not constitute reasonable suspicion. The observations may include indications of the chronic and withdrawal effects of controlled substances, as well as include reliable information from other employees that supports the violation of Policy prohibitions.

The “reasonable suspicion” behavior should be witnessed by at least two persons if at all feasible, but only one observation is required. A drug and/or alcohol test can be required only by a Lieutenant who has first consulted with a Captain or higher ranking officer, a Lieutenant who has been designated to act temporarily as a Captain, or a Captain or higher ranking officer. The officer ordering the drug and/or alcohol test may rely on the observation and recommendation of Sergeants, bargaining unit or non-bargaining unit personnel. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any “reasonable suspicion” incident will be documented as soon after the incident as possible and the CCPOA will be provided with a copy of that documentation. The employee involved will be immediately removed from the workplace and escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. A negative dilute result is unsatisfactory on a reasonable suspicion test for drugs. The employee will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail. However, employees remain subject to discipline up to and including discharge, for giving intentionally altered samples.

Employees will have access to union representation if requested at every step of the “reasonable suspicion” testing procedures, except during specimen collection. The County will inform the union representative of the reasonable suspicion that supports the testing requirement. A union representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to respond. This representation shall not delay established collection and testing procedures. A list of qualified union representatives will be provided to the County.

Return to Duty and Follow-up Testing

Unless the employee is discharged, CCSO shall require return to duty and follow-up testing as recommended by the SAP when an employee has engaged in prohibited drug or alcohol-related behavior or violation of the prescription medication provisions of this Policy. A negative alcohol or drug test is required prior to return to duty and at least six (6) unannounced follow-up tests are required during the twelve (12) months following return to duty. Any recommendations by the SAP shall be followed, but follow-up testing may continue for no longer than sixty months following return to duty.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

5.31.9 COSTS OF TESTING

The County will be responsible for payment of all reasonable suspicion, return to duty, and follow-up tests that are required by the County.

The employee will be responsible for payment of any requested split tests or other tests that he/she voluntarily undergoes without being required to do so by the County. The County will initially pay for the test and then collect reimbursement from the employee.

5.31.10 DRUG AND ALCOHOL TESTING PROCEDURES

Testing procedures for all employees are governed by the same standards as apply to commercial driver license holders under federal law, with the exception of forms required by the United States Department of Transportation (DOT) for CDL drivers. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

Drug Testing:

- A. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a “primary specimen” shipping bottle and at least 15 mL of urine in a “split specimen” shipping bottle.
- B. If an employee is unable to provide an adequate volume of urine on the first attempt (“shy bladder”), he/she will have an opportunity to drink up to 40 ounces of fluids for up to three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test as outlined in 49 CFR 40.193.
- C. Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.
- D. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see “Prohibited Conduct”).

Breath Alcohol Testing:

- A. Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- B. A positive test will be confirmed as follows:
 - 1. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.

2. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted as described in 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- C. If the result of the confirmed breath alcohol test is positive, the Breath Alcohol Technician must immediately notify the DER or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.
- D. Under this Policy, an employee with a confirmed positive breath alcohol test at the levels set forth in the "Prohibited Conduct" section of this Policy shall be considered to be in violation of this Policy.

5.31.11 DRUG TEST RESULTS REVIEW

Drug test results on an employee which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the MRO. A confirmed positive test does not automatically identify an employee as having used drugs in violation of this Policy. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the DER.

Medical Review Officer Reporting Options and Employer Actions

- "Negative" – self-explanatory
- "Negative Dilute" – Upon receipt of a "negative dilute," the employee shall be required to immediately provide another specimen. The collection shall be conducted with the minimum possible advance notice and the employee shall be escorted to the collection facility by the DER, Supervisor, or other designated person. In the event the second test result is "negative dilute," no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a "Refusal to Test".
- "Canceled – Split specimen test could not be performed." This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.
- "Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw." No further action required unless a "Negative" test result is required for reasonable suspicion, return to duty or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- "Cancelled Invalid Result." An "invalid result" means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor's explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer "direct observation not required." The employer is not required to take any further action unless a "negative result is required (i.e., reasonable suspicion, return to duty or follow up). If the MRO has not accepted

the donor's explanation, then the MRO will advise the employer "a second collection must take place immediately under direct observation".

- "Positive or Positive Dilute" – The employer must comply with the requirements for a positive test as outlined in this Policy.
 - Immediately remove employee from duty; and
 - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
 - Return to Duty provisions must be followed.
- "Adulterated-Refusal to Test" – Follow same procedures as required on a positive test result.
- "Substituted-Refusal to Test" – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive, adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO; and
- The MRO has successfully made and documented a contact with the employee and instructed the employee to directly contact him/her, and more than 72 hours have passed since the time the MRO contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the "split" portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending "split" specimen testing. If a donor requests testing of the "split" specimen but none is available, the MRO will cancel the entire test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to the County's DER who shall notify either the Sheriff, Undersheriff or person appointed to fulfill the duties of Sheriff or Undersheriff. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance and other information, as necessary for the County to determine whether the employee has violated this Policy.

Employees may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

This policy shall not limit either the County or the Association from obtaining and sharing information, as they deem necessary, to respond to grievances and other legal actions or disclose information and documents, as compelled by law.

5.31.12 DISCIPLINARY ACTION

- A. Any employee found to be in violation of this Drug and Alcohol Policy will be placed on administrative leave pending the results of testing and/or investigation, and is subject to discipline, up to and including discharge. Violations of this Policy may differ in terms of seriousness, the employee's prior record of violation and/or compliance and other factors consistent with "just cause" obligations. Employees may result in:
- Verbal and written reprimands
 - Suspension or demotion
 - Termination of employment
 - Last chance agreements in lieu of termination

The CCSO may also initiate a criminal investigation and prosecute.

- B. Employees who have voluntarily requested assistance concerning drug and/or alcohol problems and/or voluntarily entered into drug or alcohol evaluation and treatment programs shall have their actions taken into consideration as set forth in section 5.31.3.
- C. Positive Alcohol or Drug Test. Positive alcohol and drug tests are considered a serious infraction and will generally subject an employee to discharge or last chance agreement.
- D. Misuse or Other Medication Violations. An employee who has tested positive for the presence of drugs which were originally legally prescribed but may have been abused by the employee may be referred to an employee assistance program or SAP for drug counseling or treatment. As an alternative to dismissal and at the discretion of the Sheriff, the employee may be subjected to a last chance agreement as a condition of continued employment, which shall include a requirement that the employee submit to unannounced drug testing if recommended by a SAP, for a period of time recommended by the SAP. The last chance agreement will also include authorization for the County to receive information necessary to assure compliance with the last chance agreement and assure future compliance with this Policy. If the employee violates the terms of treatment or rehabilitation, again tests positive or otherwise violates the last chance agreement during such period, he/she may be discharged, following fulfillment of any Loudermill due process obligations and as otherwise provided in the Last Chance Agreement.

If the level of discipline allows an employee to return to duty, he/she must agree to the following conditions:

- Meet all recommendations/requirements of the SAP.
- In the event the SAP does not specify any follow up testing, employee shall undergo up to six (6) periodic, but unannounced, alcohol tests at the discretion of the DER within one (1) year of returning to duty.
- Any confirmed positive alcohol or verified positive prescription drug abuse result while the employee is undergoing required return to duty or follow-up treatment and/or testing shall result in termination.

5.31.13 RETURN TO DUTY PROCEDURES

Employees who have violated this Policy may only return to duty if the level of discipline allows it and the County has determined them eligible. The following statements reflect the return to duty and follow-up testing requirements of this Policy:

- A. Employees who have had a confirmed positive alcohol test or have abused prescription drugs must be evaluated, undergo treatment, if required, and be determined fit for return to work by the Substance Abuse Professional.
- B. Employees may be subject to periodic unannounced follow-up testing as determined by the Substance Abuse Professional who evaluated the employee. If the employee was found to need assistance in resolving his/her substance misuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the employee's return to duty.

5.31.14 RECORD KEEPING PROCEDURES

- A. The County's DER will maintain alcohol/drug testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.
- B. An employee is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the DER, SAP, or to the County drug testing management service.
- C. Information regarding an individual's alcohol/drug test results or rehabilitation is considered to be personal and confidential and may be released only upon written consent of the individual, except:
 - 1. Such information may be released to any state official with specific regulatory authority over the Sheriff's Office or law enforcement personnel when legally required.
 - 2. Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from an alcohol test and/ or a drug test.

- 3. When the County is compelled by a judicial determination or order that the information is not protected from disclosure.
 - 4. The information is needed by medical personnel for the diagnosis or treatment of a patient who is physically unable to authorize disclosure.
- D. The County shall release information regarding an employee's records to a subsequent employer upon receipt of a specific written request from the employee authorizing release of the records to an identified person.
- E. Record Retention.

The following schedule of record keeping will be maintained by the DER and his/her authorized agents:

Negative and canceled drug test records; alcohol test results less than 0.01 g/210L	1 year
Records of supervisor training	Indefinite or 2 years beyond job responsibilities
Records of verified positive alcohol/drug test results; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals; follow-up tests and schedules	5 years

5.31.15 INFORMATIONAL RESOURCES

Information on this Policy and associated procedures is available by contacting the DER as outlined on the Intranet at:

<http://web1.clackamas.us/des/drugtesting.html>

Questions may also be addressed directly to the County's drug testing management service.

5.31.16 COMMERCIAL DRIVERS LICENSE DUTIES

Employees performing jobs requiring a commercial drivers' license will also be required to comply with the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations, (see separate Policy for DOT drivers).

ATTACHMENT A

DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Abuse/Misuse of Prescription Drugs: The use of a drug not in accordance with the prescribed dosage or method of use.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: Ethyl alcohol or ethanol.

Alcohol Screening Device (ASD): A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician (BAT): An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CCSO: Clackamas County Sheriff's Office

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the usual confirmation method for drug testing at this time.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

County: Clackamas County and/or Clackamas County Sheriff's Office

Designated Employer Representative (DER): An employee authorized by the employer to assist supervisors in taking immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this Policy.

Dilute Specimen: – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT: United States Department of Transportation

Drugs: Controlled Substances.

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

Initial or Screening Test: An immunoassay screen to eliminate “negative” urine specimens from further consideration.

Medical Review Officer (MRO): A licensed Doctor of Medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the DER.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

On Duty: Under this Policy, an employee is “on duty” when he/she is at work and ready to perform employment functions.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by this Policy.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), Amphetamines, Benzodiazepines, Methadone, 6 Acetylmorphine (Heroin). (see Urine 8 Drug Panel)

Reasonable Suspicion: (5.31.8) The determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substances test must be based on specific, articulable observations concerning the appearance, behavior, speech, or body odors of the employee or other articulable observations of an employee's condition or performance that indicate possible drug or alcohol use.

Refusal to Submit: Refusal by an individual to provide a urine specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Positions: All sworn law enforcement positions, all positions regularly stationed at the Jail, and medical examiners.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing.

Screening or Initial Test: Immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional (SAP): Under DOT regulations, individuals who may serve as substance abuse professionals include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the DER must inform employees who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified SAPs in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

ATTACHMENT B

The Clackamas County Risk Management Department will manage the drug and alcohol testing program for the Sheriff's Office with the following provisions:

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The County will maintain an agreement with a drug and alcohol testing management service to advise the County on processes, developments, and changes concerning this Policy.

The firm chosen will be responsible for overseeing compliance of agents of the County with applicable federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and (MROs). It also submits blind specimens on behalf of the County, and maintains records as required by applicable federal regulations.

In the event of a need to change the provider of these services, the choice of provider will be made by the DER and communicated with the Peace Officers Association.

MEDICAL REVIEW OFFICERS

MRO services will be provided by the testing management service.

DRUG TESTING LABORATORIES

The County will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The County drug testing management service may arrange for the services of a drug testing laboratory in order to best serve the interests of the County.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, employees who refuse testing, have confirmed positive alcohol test results, and/or have verified positive drug test results must be referred by the DER to a SAP for evaluation. The County will maintain a list of such qualified individuals in its geographic area and make this list available to employees as needed.

ATTACHMENT C

LAST CHANCE AGREEMENT -- EXAMPLE

[This attachment is an example of a last chance agreement form that may be used. The form may vary to fit the facts and circumstances of a particular situation.]

This is an agreement between [employee's name] (the Employee); the Clackamas County Sheriff's Office and Clackamas County (the Sheriff), and the Clackamas County Peace Officers' Association (the Association).

1. This agreement serves as notice to the Employee as to what to expect for continued employment with the Sheriff. This agreement does not guarantee employment for any specific period
2. The Employee agrees to continue in a bona fide drug and/or alcohol [tailor to each case] outpatient rehabilitation program recommended and approved by a qualified substance abuse counselor (the Counselor). The Employee fully understands that s/he is to remain in such a program, including any required aftercare, until released in writing by the Counselor. For **[period of time]** from the date of this agreement, the Sheriff shall have the right to conduct random breath alcohol or urinalysis testing of **[employee's name]** on work time at the expense of the Sheriff. Should the employee refuse to cooperate with said breath alcohol or urinalysis, or test positive for alcohol/drugs or abuse prescription medication while on the job, s/he shall be subject to termination under the Association contract. A violation of the last chance agreement shall be considered "just cause" for discharge subject to paragraph 4 below.
3. The Employee agrees to grant permission to the Counselor to release verification to the County that the Employee is meeting and has completed the requirements of the program and any required aftercare. If the Employee discontinues the program without the consent of the Counselor or is terminated from the program by the counselor, s/he will be considered in violation of the last chance agreement. A violation of the last chance agreement shall be considered "just cause" for discharge subject to paragraph 4 below.
4. The Employee agrees that this last chance agreement constitutes a final warning and that any violation or non-compliance with its terms within **[x]** years, shall be considered just cause for discharge and shall result in loss of employment. In the event the termination is grieved and submitted to arbitration, the arbitrator's authority will be limited to determining whether there was or was not a violation of the Last Chance Agreement. In the event the arbitrator finds there was a violation of the Agreement, that violation will automatically be considered "just cause" for termination. The parties agree to enter into a factual stipulation so limiting the scope of the issue and the arbitrator's authority.
5. Except as stated in this agreement, the terms and conditions of the Employee's work shall be the same as all other employees in the Association bargaining unit.
6. The Association and the employee agree that this resolution is in lieu of termination [and in addition to specified discipline] of **[employee's name]** and that the agreement resolves all disputes related to proposed discipline. The Employee and the Association agree not to challenge this agreement as proper

under just cause or any other provision of the collective bargaining agreement or any other legal challenges in any forum.

7. This is the complete agreement between the parties who sign in knowingly and of their own free will, after seeking advice of counsel.
8. The contents of this agreement related to the employee's involvement in alcohol/drug treatment and testing and placement on a "last chance agreement" shall be maintained in confidence and strictly on a "need to know" basis by the parties. Such information may not be released to any state official with specific regulatory authority over the Sheriff's Office or law enforcement personnel, unless legally required.
9. This agreement does not set future precedent between the Sheriff and the Association and shall not be used as evidence of waiver of rights by the Association or the Sheriff in any future disputes between the parties.

[Employee's name]

Date

Clackamas County Peace Officers Association

Date

Clackamas County

Date

ADDENDUM 2

DOT DRUG AND ALCOHOL TESTING POLICY

Clackamas County Sheriff's Office
Employees covered by US DOT Regulations

TABLE OF CONTENTS

<u>POLICY STATEMENT</u>	3
<u>WHO WILL BE TESTED AND WHEN</u>	3
<u>EDUCATION AND TRAINING</u>	4
<u>EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL</u>	4
<u>PRESCRIPTION MEDICATIONS</u>	4
"Medical Marijuana"	5
<u>PROHIBITIONS</u>	5
<u>INVESTIGATION OF PREVIOUS TESTING</u>	6
<u>TYPES OF DRUG AND ALCOHOL TESTING REQUIRED</u>	6
Pre-employment Testing	6
Random Testing	7
Reasonable Suspicion Testing	7
Post-Accident Testing	8
Return to Duty and Follow-up Testing	9
Costs of Testing	10
<u>DRUG AND ALCOHOL TESTING PROCEDURES</u>	10
Drug Testing	10
Breath Alcohol Testing	10
<u>DRUG TEST RESULTS REVIEW</u>	11
MRO Reporting Options and Employer Actions	12

MRO Verification Without Notifying the Employee	12
Communication of Results	13
<u>FAILURE TO COOPERATE</u>	13
<u>DISCIPLINARY ACTION AND PROCEDURES</u>	13
<u>RETURN TO DUTY PROCEDURES</u>	14
<u>RECORD KEEPING PROCEDURES</u>	15
Record Retention	16
<u>SUPPLEMENT A</u>	17
<u>SUPPLEMENT B</u>	21

DRUG AND ALCOHOL TESTING POLICY

Clackamas County Sheriff's Office Employees covered by US DOT Regulations

POLICY STATEMENT

The Clackamas County Sheriff's Office (CCSO or "the County") is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, the CCSO has implemented a substance abuse testing Policy which applies to all applicants for, and employees who hold "covered driver" positions.

The Sheriff's Office recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome a drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with DOT regulations, changes which will supersede specific Policy provisions. To view revisions to this Policy made by the Federal Motor Carrier Safety Administration (FMCSA) or the Federal Highway Administration (FHWA) since this publication, and additional information, go to:

<http://web1.clackamas.us/des/drugtesting.html>

EFFECTIVE DATE: February 1, 2011 **POLICY REVISED:** April 2018

WHO WILL BE TESTED AND WHEN

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty.

For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Performing a safety-sensitive function means any period in which the driver is actually operating, preparing to operate, or immediately available to operate a vehicle requiring a Commercial Driver License. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered "on-duty" time.

EDUCATION AND TRAINING

The CCSO will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

When deputies are assigned duties that involve driving vehicles requiring a Commercial Driver License (CDL) they will receive specific information regarding the CCSO's Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Employees (see 5.31.8) who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

When a covered driver voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, he/she will immediately be removed from driving duties.

Under the County's independent authority, employee assistance for self-referral will be handled as described in the Sheriff's Office Drug and Alcohol Policy.

PRESCRIPTION MEDICATIONS

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Covered drivers should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Under the County's independent authority, all covered drivers are specifically required to notify their immediate supervisors when they are taking medications associated with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery). An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the Designated Employer Representative (DER). The DER working in conjunction with CCSO Management will then determine whether to require

written medical authorization to work from a prescribing health care practitioner or if any accommodations are necessary.

The County will restrict access to medical information to the DER, the Sheriff, Undersheriff, or person appointed to fill the duties of Sheriff or Undersheriff and will protect the confidentiality and security of the information.

All medicines brought onto the CCSO property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this Policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

“Medical Marijuana”

Marijuana is a Class I controlled substance; its possession and use is illegal under federal law. Although the State of Oregon permits the possession and use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor, this is not an acceptable explanation for a positive drug test under this Policy. The Sheriff's Office is a law enforcement agency and will observe the terms of federal law, which preempt state law in this regard. The Medical Review Officer (MRO) will automatically verify positive tests as being positive without regard to the existence of a medical marijuana card.

In addition, possession of marijuana on county property is grounds for dismissal.

PROHIBITIONS

FMCSA REGULATIONS SPECIFY the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty (“pre-duty use”).
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L¹ or greater while on duty. Those with levels of 0.02 or greater as demonstrated by alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also “Discipline”)
- 3) Covered drivers are prohibited from using alcohol after an on-the-job accident until:
 - a. The DER or his/her designated alternate has determined that alcohol testing is not required, OR
 - b. An alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.

¹ Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

- 5) Refusal by a covered driver to submit a urine, saliva or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater (see “Discipline” section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

INVESTIGATION OF PREVIOUS TESTING

As a condition of employment, applicants for covered driver positions or current employees being assigned covered driving duties will be required to provide written consent for the CCSO to obtain the following information from DOT regulated employers who have employed the applicant during any period during the three (3) years preceding the date of application or transfer:

- Names and addresses of previous DOT covered employers;
- Alcohol tests with a result of 0.04 or greater;
- Verified positive drug tests;
- Refusal to be tested (including verified adulterated or substituted drug test results);
- Other violations of DOT agency drug and alcohol testing regulations; and
- If the applicant violated a DOT drug and alcohol regulation, documentation of the applicant’s successful completion of DOT return to duty requirements. (Note: If the previous employer does not have information about the return to duty requirements, the CCSO must seek to obtain this information from the applicant.)

The County must ask the applicant or employee being assigned covered driving duties whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which they applied for, but did not attain, a DOT-regulated safety-sensitive transportation position during the three (3) years preceding date of application. (If they admit that he/she had a positive test or refusal to test, they must document successful completion of the return to duty process.)

TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this Policy:

Pre-employment Testing

Pre-employment drug testing is required for all covered driver positions. Applicants and/or current employees being assigned covered driving duties will be notified that drug testing is a requirement of the application process.

Under the County’s independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a pre-employment test. Applicants and/or current employees being assigned covered driving duties will be given one additional opportunity to provide a valid specimen. The result of the second test will determine whether the person is eligible for employment as a covered driver.

A drug test result which is verified as positive for unauthorized use of controlled substances, or found to be substituted or adulterated, will disqualify the applicant and/or current employee being assigned covered driving duties for the covered driver position.

Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection “pool” has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

Method of Random Selection: The County has contracted with an outside drug testing management service to perform computerized random selections on its covered employees. Selections occur monthly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests will be completed annually, as required by current DOT regulations.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration’s drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a list of individuals who have been selected for testing to the DER.
- 3) The DER or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the employee instruction card.
- 4) IMMEDIATELY after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the DER will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

“Reasonable suspicion” means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) The CCSO shall require a driver to submit to an alcohol test when the CCSO has reasonable suspicion to believe that the driver has violated the prohibitions of this Policy concerning alcohol. The CCSO's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.
- 2) The CCSO shall require a driver to submit to a controlled substances test when the CCSO has reasonable suspicion to believe that the driver has violated the prohibitions of this Policy concerning controlled substances. The CCSO's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two persons if at all feasible, but only one observation is required. A drug and/or alcohol test can be required only by a Lieutenant who has first consulted with a Captain or higher ranking officer, a Lieutenant who has been designated to act temporarily as a Captain, or a Captain or higher ranking officer. The officer ordering the test may rely on the observation of and recommendation of Sergeants, bargaining unit or non-bargaining unit personnel. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible and the CCPOA will be provided with a copy of that documentation. The employee involved will be immediately removed from the workplace and escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. UNDER THE COUNTY'S OWN AUTHORITY, and as permitted by the DOT, a negative dilute result is unsatisfactory on a reasonable suspicion test. The employee will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation if requested at every step of the "reasonable suspicion" testing procedures, except during specimen collection. The County will inform the union representative of the reasonable suspicion that supports the testing requirement. A union representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to respond. This representation shall not delay established collection and testing procedures. A list of qualified union representatives will be provided to the County.

Post-Accident Testing

A reportable accident under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or

- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

UNDER FMCSA REGULATIONS, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

The CCSO will ensure that the employee involved in a *reportable accident* will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to respond. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the County.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

The CCSO will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Covered drivers are prohibited from using alcohol for eight (8) hours following an accident/crash or until they have undergone a post-accident alcohol test, whichever occurs first.

An alcohol test should be administered within two (2) hours following the accident/ crash, but no later than eight hours.

A drug test should be administered as soon as possible but no later than thirty-two (32) hours after the occurrence of an accident/crash.

Return to Duty and Follow-up Testing

FMCSA regulations require return to duty and follow-up drug and/or alcohol testing when a covered driver has engaged in prohibited drug or alcohol-related behavior. A negative drug and/or alcohol test is required prior to return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. The CCSO will comply with any mandated testing requirements outlined by the SAP.

Please refer to “Return to Duty Procedures “and” Disciplinary Action and Procedures” for additional information.

Costs of Testing

The County will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The County will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a negative or canceled test result.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The County will pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a “primary specimen” shipping bottle and at least 15 mL of urine in a “split specimen” shipping bottle.
- 2) If an employee is unable to provide an adequate volume of urine on the first attempt (“shy bladder”), he/she will have an opportunity to drink up to 40 ounces of fluids for up to three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test per 49 CFR 40.193.
- 3) Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.
- 4) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see “Drug Test Results Review”).

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.

- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - b. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the DER or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the DER.

DRUG TEST RESULTS REVIEW

Drug test results on a covered driver which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the MRO.

A POSITIVE drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

<u>Substance or Class</u>	<u>Initial Screening Cut-off</u>	<u>Confirmation Cut-off</u>
Amphetamines	500 ng/mL	250 ng/mL
Methamphetamines*		
MDMA (Ecstasy)		
Cocaine	150 ng/mL	100 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Codeine/Morphine	2000 ng/mL	2000 ng/mL
6 Acetylmorphine (Heroin)	10 ng/mL	10 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL	100 ng/mL
Oxycodone/Oxymorphone	100 ng/mL	100 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

- *Methamphetamines, MDMA (Ecstasy), Codeine/Morphine and 6 Acetylmorphine (Heroin) all act as "metabolites" tested under the main substance or class.*
- *Drug testing cutoff levels are the minimum concentrations of drugs or metabolites that must be present in specimens, before labs will report the drug testing results as positive.*

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of

the test results. This review is performed by the MRO prior to the transmission of results to the County.

MRO Reporting Options and Employer Actions

- “Negative” – self explanatory
- “Negative Dilute” – Upon receipt of a “negative dilute,” the employee shall be required to immediately provide another specimen. The collection shall be conducted with the minimum possible advance notice and the employee shall be escorted to the collection facility by the DER, Supervisor, or other designated person. In the event the second test result is “negative dilute,” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test” under the regulations.
- “Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.
- “Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” No further action required unless a “Negative” test result is required for pre-employment, return to duty, or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- “Cancelled Invalid Result.” An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required.” The employer is not required to take any further action unless a “negative result is required (i.e., pre-employment, return to duty, or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.
- “Positive or Positive Dilute” – The employer must comply with the requirements for a positive test under the regulations.
 - Immediately remove employee from safety-sensitive functions; and
 - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
 - Return to Duty provisions must be followed.
- “Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.
- “Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;
- The MRO has successfully made and documented a contact with the employee, and instructed the employee to directly contact him/her, and more than 72 hours have passed since the time the MRO contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to the County’s Designated Employee representative who shall notify either the Sheriff, Undersheriff, or person appointed to fill the duties of Sheriff or Undersheriff. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FMCSA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer’s drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.

- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see pages 6 and 7)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate

- 3) A covered driver determined to have evidence of alcohol in his/her system in the range of 0.02 – 0.039 will be subject to progressive discipline.
 - a. On any occasion in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. The employee may deduct this time away from work from any available paid time except sick leave, or choose leave of absence without pay. No further alcohol testing will be required prior to resuming work at the beginning of the next shift following the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.

- 4) Covered drivers who have volunteered information concerning drug or alcohol problems and/or voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used against them in progressive disciplinary proceedings.

- 5) **ALCOHOL RESULT OF 0.04 OR ABOVE**
Under the County's independent authority, any covered driver who has had a **confirmed alcohol result of 0.04** or above shall be subject to progressive disciplinary procedures up to and including discharge. If returned to duty, he/she must agree to meet all return to duty requirements of the FMCSA.

- 6) **POSITIVE DRUG TEST**
Under the County's independent authority, any covered driver who has had a verified positive drug test shall be subject to progressive disciplinary procedures up to and including discharge. If returned to duty, he/she must agree to meet all return to duty requirements of the FMCSA.

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FMCSA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the SAP. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.

- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the SAP. A negative “return to duty” drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the SAP who evaluated the employee.

Under the County’s independent authority covered drivers who have had alcohol test results of 0.04 or greater and/or a verified positive drug test and are awaiting recommendation for return to duty shall deduct this time away from work from any available paid time except sick leave (unless provided by law), or choose leave of absence without pay.

RECORD KEEPING PROCEDURES

The CCSO’s DER will maintain drug/alcohol testing records in a secure filing system, separate from the County Personnel files, with information available only on a “need to know” basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the DER or to the County drug testing management service.

The County shall release information regarding a covered driver’s records to a subsequent employer upon receipt of a specific written request, by the covered driver, authorizing release of the records to an identified person.

Information regarding an individual’s drug test results or rehabilitation is considered to be personal and confidential and may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/or a verified positive drug test or from the CCSO’s determination that the driver engaged in conduct prohibited by FMCSA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, the CCSO will disclose information regarding post-accident alcohol and/or drug testing.

Under the County’s independent authority,

- 4) Such information may not be released to any state official with specific regulatory authority over the Sheriff's Office or law enforcement personnel unless legally required.
- 5) When the County is compelled by a judicial determination or order that the information is not protected from disclosure.
- 6) The information is needed by medical personnel for the diagnosis or treatment of a patient who is physically unable to authorize disclosure.

Record Retention

The following schedule of record keeping will be maintained by the DER and his/her authorized agents:

- Negative and canceled drug test records; records of alcohol test results less than 0.02 1 year
- Information obtained from previous employers 3 years
- Records of supervisor training Indefinite or 2 years beyond job responsibilities
- Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals; follow-up tests and schedules 5 years
- Documentation of EBT calibration; Custody Control Forms; Specimen collection/alcohol test records 2 years
- Calendar year record of total number of employees tested and the results of tests 5 years

SUPPLEMENT A

DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Abuse/Misuse of Prescription Drugs: The use of a drug not in accordance with the prescribed dosage or method of use.

Accident:

Reportable accident (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: Ethyl alcohol or ethanol.

Alcohol Screening Device (ASD): 49 CFR 40.3 – A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician (BAT): An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CCSO: Clackamas County Sheriff's Office

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the usual confirmation method for drug testing at this time.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

County: Clackamas County and/or Clackamas County Sheriff's Office

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with the CCSO and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

Designated Employer Representative (DER): An employee authorized by the employer to assist supervisors in taking immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

Dilute Specimen: 49 CFR 40.3 – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT: United States Department of Transportation

Drugs: Controlled Substances

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate “negative” urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the DER.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee’s or applicant’s system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

On Duty: Under this Policy, a covered driver is “on duty” when he/she is at work and ready to perform safety-sensitive functions, e.g., qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Specific, articulable observations of an employee’s condition or performance that indicate possible drug or alcohol use. Examples include, but are not limited to, deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances, as well as include reliable information from other employees that support the violation of Policy prohibitions.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing.

Screening or Initial Test: Immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional (SAP): Under DOT regulations, individuals who may serve as SAPs include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the DER must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified SAPs in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

SUPPLEMENT B **SERVICE PROVIDERS**

The Clackamas County Risk Management Department will manage the drug and alcohol testing program for the Sheriff's Office with the following provisions:

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The County will maintain an agreement with a drug and alcohol testing management service(s) to advise the County on processes, developments, and changes concerning this Policy.

The firm(s) chosen will be responsible for overseeing compliance of agents of the CCSO with federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and MROs. It also performs random selections and maintains records as required by federal regulations.

In the event of a need to change the provider of these services, the choice of provider will be made by the DER and communicated with the Peace Officers Association.

MEDICAL REVIEW OFFICERS

MRO services will be provided by the testing management service.

DRUG TESTING LABORATORIES

The County will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The County's drug testing management service may arrange for the services of a drug testing laboratory in order to best serve the interests of the County.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, covered employees who refuse testing, have alcohol test results of 0.01 BAC for Sheriff Office Policy (0.04 BAC for DOT policy) or greater, and/or have verified positive drug test results must be referred by the DER to a SAP for evaluation. The County will maintain a list of such qualified individuals in its geographic area and make this list available to covered drivers as needed.

The County's drug testing management service will assist the County in locating SAPs in the driver's community upon request.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 7, 2018

Development Agency Board
Clackamas County

Members of the Board:

**Approval of a Second Amendment to the Disposition Agreement
with Clackamas Corporate Park, LLC**

Purpose/ Outcomes	Authorization for the Chair to execute a Second Amendment to a Disposition Agreement to convey real property from the Clackamas County Development Agency to Clackamas Corporate Park, LLC.
Dollar Amount and Fiscal Impact	The agreement stipulates sale of the property for \$3,724,380.
Funding Source	Not Applicable. No funding considered as a part of this property transaction
Safety Impact	Not Applicable
Duration	This amendment modifies the post-closing portion of the agreement to clarify remedies in the event the Agency does not complete the required wetland mitigation.
Previous Action	Disposition Agreement Approval – June 29, 2017; 1 st Amendment – November 30, 2017
Contact Person	David Queener, Program Supervisor – Development Agency 503-742-4322 or davidque@co.clackamas.or.us

BACKGROUND:

The Development Agency owns approximately 16.79 acres situated at the southwestern intersection of SE Capps Road and 120th Avenue. The property is currently zoned General Industrial.

Clackamas Corporate Park, LLC is under a Disposition Agreement with the Agency to acquire the property for redevelopment purposes. The Agreement provides that the Agency will be responsible for offsite wetlands mitigation work, as described in a permit obtained from the U.S. Army Corps of Engineers which will allow the developer to fill certain wetlands on the property. The Agreement currently specifies general remedies in the event the Agency fails to comply with the permit conditions. The developer has requested permission to have the ability to correct any failure of the Agency to fulfill its

obligation under the wetland permit. Agency and developer propose to amend Section 8.2 of the post-closing portion of the Agreement to allow the developer the ability to take corrective action under the wetland permit, as described above. Under the amended Section 8.2, the developer may only act after giving the Agency adequate notice and an opportunity to cure the failure under the wetland permit.

The Second Amendment to the Disposition Agreement, which the Board is being asked to approve today, is the result of ongoing negotiations with the developer as they have proceeded through their due diligence. The Amendment will modify the post-closing portion of the Agreement. All other terms outlined in the Agreement remain unchanged. The parties remain on track to close this transaction within the next few months.

County Counsel has reviewed and approved this Agreement.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the Second Amendment to the Disposition Agreement with Clackamas Corporate Park, LLC.
- Record the Second Amendment to the Disposition Agreement in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,

David Queener
Program Supervisor, Development Agency

SECOND AMENDMENT TO DISPOSITION AGREEMENT

THIS SECOND AMENDMENT TO DISPOSITION AGREEMENT (“Amendment”) is entered into effective as of June ____, 2018, between **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (“**Agency**”), and **CLACKAMAS CORPORATE PARK, LLC**, a Delaware limited liability company (successor by assignment from Trammell Crow Portland Development, Inc.) (“**Developer**”).

RECITALS

A. Agency and Developer are parties to that certain Disposition Agreement dated effective as of June 29, 2017, as amended by that First Amendment dated November 30, 2017 (collectively, the “**Disposition Agreement**”), concerning approximately 16.80 acres of land located west of SE 120th Avenue and south of Capps Road, Clackamas County, Oregon, as more particularly described in the Disposition Agreement (the “**Property**”).

B. The parties desire to modify the Disposition Agreement on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meanings as set forth in the Disposition Agreement.

AGREEMENT

1. **Post-Closing Agreement.** All references to the “Post-Closing Agreement” in the Disposition Agreement shall mean and refer only to the form of Post-Closing Agreement attached as Exhibit A to this Amendment. The Post-Closing Agreement attached as Exhibit “C” to the Disposition Agreement is replaced in its entirety by the Post-Closing Agreement attached hereto.

2. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

3. **Confirmation.** The Disposition Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Disposition Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

AGENCY:

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
a corporate body politic

By: _____
Name: _____
Its: _____

DEVELOPER:

CLACKAMAS CORPORATE PARK, LLC,
a Delaware limited liability company

By: Lion-TCC Development II, LLC,
a Delaware limited liability company
Its: Managing Member

By: TC Industrial Associates, Inc.,
a Delaware corporation
Its: Managing Member

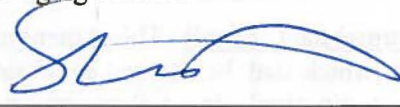
By: 
Steve Wells, Vice President

EXHIBIT A TO SECOND AMENDMENT TO DISPOSTION AGREEMENT

Post-Closing Agreement

[see attached]

Post-Closing Agreement

POST-CLOSING ESCROW HOLDBACK AND DEVELOPMENT AGREEMENT

THIS POST-CLOSING ESCROW HOLDBACK AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and among **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (the “**Agency**”) and **CLACKAMAS CORPORATE PARK, LLC**, a Delaware limited liability company (“**Developer**”), and Chicago Title Insurance Company of Oregon (“**Escrow Holder**”). The latest date on which this Agreement is signed by Agency and Developer (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date.**”

RECITALS

A. Pursuant to that Disposition Agreement dated effective as of June 30, 2017 (as amended and assigned, the “**DA**”), Developer acquired from Agency that certain real property comprised of approximately 16.80 acres of land located west of SE 120th Avenue and south of Capps Road in Clackamas County, Oregon, as more particularly described in the Deed (the “**Property**”). All capitalized terms used in this Agreement and not otherwise defined herein shall have their meaning as set forth in the DA.

B. In connection with the DA and in furtherance of the Plan, Agency desires that Developer construct the Building Improvements (defined below), and Developer wishes to do so on, and subject to the terms and conditions of this Agreement. As used herein, the “**Building Improvements**” means one or more industrial building(s) with a total building floor area in compliance with the minimum floor area ratio specified in Section 1.1 below, together with associated improvements on the Property.

C. In addition, the parties desire to establish at Closing an escrow account (the “**Account**”) in the total amount of One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00) (such sum, together with all interest earned thereon, is collectively referred to herein as the “**Funds**”) from a portion of Agency’s net sales proceeds withheld at Closing by Escrow Holder, as security for satisfaction of the Economic Development Goals (defined below) as provided herein.

D. Escrow Holder has agreed to serve as the escrow agent for the Account and to disburse the amounts deposited with it in accordance with the terms of this Agreement.

AGREEMENT

1. **ECONOMIC DEVELOPMENT GOALS.** Subject to the terms and conditions of this Agreement, Developer will pursue satisfaction of the following economic development goals relating to the Property (collectively, the “**Economic Development Goals**”) within the specified time periods:

1.1 **Building Improvements; Floor Area Ratio Goal.** Developer will pursue Substantial Completion (as defined below) of the Building Improvements in a good and workmanlike manner and in accordance with applicable laws and building codes. The Building Improvements shall provide a floor area ratio (as defined in Clackamas County Code Section 11.03.020(V)) of not less than 0.35. Developer will deliver to Agency for its information and review copies of the plans and specifications for the Building Improvements as the same are prepared by Developer or its design professionals; provided that Agency acknowledges and agrees that Agency has no approval or veto rights with respect to such plans and specifications and they are subject to change at Developer's discretion, subject at all times to the foregoing minimum floor area ratio. The Building Improvements shall be substantially completed on or before twenty-four (24) months after the Effective Date, subject to delays due to force majeure and other causes beyond the reasonable control of Developer. The goal under this Section 1.1 shall be deemed met upon Substantial Completion of the Building Improvements in accordance with the foregoing. As used in this Agreement, "**Substantial Completion**" of the Building Improvements shall occur upon issuance of the certificate of substantial completion for the Building Improvements by the project architect. Such certificate of substantial completion for the Building Improvements shall not be unreasonably withheld, conditioned or delayed.

1.2 **Job Quantity Goal.** Within twelve (12) months after the Building Improvements are fully occupied by tenant(s) or owners, the ratio of total number of workers employed at the building to the total square feet of floor area in such building shall be equal to or greater than 1 worker per 1200 square feet of building floor area. For example, if the building is a total of 250,000 square feet of floor area, the minimum number of workers to satisfy this goal is 208. The foregoing ratio shall be deemed satisfied for the Building Improvements upon the first instance of such ratio being met at any time during the 12-month period after the Building Improvements are fully occupied by tenant(s) or owners. The goal under this Section 1.2 shall be deemed satisfied when all of Building Improvements have so satisfied the ratio within the applicable 12-month period.

1.3 **Wage Goal.** Within twelve (12) months after the Building Improvements are fully occupied by tenant(s) and/or owners, the average annual wages of all employees in such building, excluding senior executive positions (e.g., CEO, COO, CFO, etc.), shall be equal to or greater than the National Annual Mean Wage, as determined by the official publication of the Bureau of Labor Statistics available as of the Effective Date, as provided below. The goal under this Section 1.3 shall be deemed satisfied upon the first instance of the foregoing minimum average annual wages of the tenant(s) or owners being met at any time during the 12-month period. The applicable National Annual Mean Wage shall be based on the major occupational group used by the Bureau of Labor Statistics (Occupational Employment Statistics) for the business as a whole. For purposes of this goal, "employer" shall refer to the initial tenant(s) and/or owner(s) of each building; and "employees" shall mean workers who are paid through the normal payroll system of the employer, for whom Federal Insurance Contribution Act ("FICA"), and federal and state income taxes are deducted from his or her gross wages and then forwarded to the appropriate agencies by employer on behalf of the worker, as to whom the employer pays federal and state unemployment insurance, and as to whom the employer contributes to FICA, and shall not include workers hired through an agency to provide temporary services to employer or workers acting as independent contractors. For purposes of audit, the Agency intends to seek relevant employee information from the Oregon Employment Department. If the Agency is not

able to obtain information from the Oregon Employment Department to determine the relevant wages, the Agency may request that Developer seek such information from each employer as provided in Section 1.4 below.

1.4 **Supporting Information.** Developer will use commercially reasonable efforts to include the following provision (or substantially similar provision) in its lease or sale agreement with each occupant of the Building Improvements:

“Upon request of [Developer] or [Agency] from time to time during the first fifteen (15) months of full occupancy, [Tenant/Owner] agrees to certify in writing the total number of employees and average annual wages of employees working at the [Premises/Property] as of the date(s) requested, provided that the average annual wages shall exclude the wages of senior executive positions (e.g., CEO, COO, CFO, etc.).”

If any occupant is unwilling to agree to such provision, Developer will use commercially reasonable efforts to obtain such information from the occupant as it is willing to provide with respect to the above Economic Development Goals. The parties may rely upon such information provided by the occupants of the Building Improvements, together with all other reasonably reliable data and estimates, for purposes of evidencing satisfaction with the Economic Development Goals under Section 1.2 and Section 1.3 above. Notwithstanding the foregoing, Developer is not required to forego or jeopardize a potential transaction if a tenant or buyer is unwilling to agree to such provision and Developer’s failure to obtain the same or any information from occupant shall not constitute a breach by Developer under this Agreement, subject to disbursement of the Funds as provided in Section 3.4 below.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and, except as otherwise provided herein, end on the date that all Funds in the Account have been disbursed in accordance with the terms of this Agreement.

3. **ACCOUNT.**

3.1 **Appointment.** Agency and Developer appoint Escrow Holder to receive and hold the Funds in the Account for the benefit of Agency and Developer and to disburse the Funds in the Account in accordance with the terms of this Agreement. Escrow Holder accepts that appointment.

3.2 **Account Deposit.** On the date hereof, Agency shall deposit the Funds in the Account, which Funds shall be withheld from Agency’s net sale proceeds at the time of the closing of Developer’s acquisition of the Property. Until disbursed as provided herein, all Funds in the Account shall be held by the Escrow Holder in accordance with the terms of this Agreement.

3.3 **Investment of Funds.** Escrow Holder shall invest the Funds in an interest-bearing account fully insured by the Federal Deposit Insurance Corporation. All interest earned on Funds shall automatically be added to and become part of the Funds.

3.4 **Disbursement of Funds.** Except as otherwise expressly provided in this paragraph, upon Substantial Completion of the Building Improvements and satisfaction of all of

the other Economic Development Goals, all Funds shall be disbursed to Developer following written request by Developer that is approved in writing by Agency, which approval will not be unreasonably withheld, conditioned or delayed. For purposes of this provision, the Agency's approval is not unreasonably withheld where a tenant or owner of property fails to confirm in writing the total number of employees and average annual wages of employees working at the Property and the Agency cannot otherwise obtain such employee information from the Oregon Employment Department or other reasonably reliable source, for purposes of determining if the Economic Development Goals have been satisfied. The sole condition for disbursement of the Funds to Developer is satisfaction of the Economic Development Goals. Notwithstanding the foregoing, if all of the Economic Development Goals are not substantially completed and satisfied by the later of (i) the last of the dates set forth in Section 1 above, subject to delays due to force majeure or other causes beyond the reasonable control of Developer, or (ii) forty-eight (48) months after the Effective Date, all Funds shall be disbursed to Agency, subject to the written approval of Developer, which approval will not be unreasonably withheld, conditioned or delayed. The sole condition for disbursement of the Funds to Agency is the failure to substantially complete the Building Improvements and failure to satisfy the Economic Development Goals by the foregoing deadline. The Funds shall be disbursed by a single payment, and shall not be paid on a pro rata basis or otherwise disbursed in installments.

3.5 **Disbursement.** Escrow Holder shall disburse to the payee within three (3) business days after receipt of a written request of a party, approved in writing by the other party. With respect to any disbursement request of a party that is subject to the approval of the other party, such approval shall be deemed given if the other party fails to give notice of disapproval to the requesting party within twenty (20) days of receipt of the request.

3.6 **Termination of Account.** The Account shall be terminated upon disbursement of all funds in the Account as provided in this Agreement.

4. **LIMITATION OF LIABILITY.** Notwithstanding any other provision herein (other than those provisions relating to wetland mitigation), the liability of either party under this Agreement shall be strictly limited solely to a sum equal to the original total amount of the Funds as provided by this Agreement. Except for those provisions relating to wetland mitigation, in no event shall (i) Developer have any obligations or liability whatsoever with respect to this Agreement in excess of the Funds in the Account, and (ii) Agency have any obligations or liability whatsoever with respect to this Agreement in excess of an amount equal to the original total amount of the Funds in the Account. Except as provided by the foregoing and those provisions relating to wetland mitigation, both parties hereby waive, release, covenant not to sue and forever discharge the other party and its elected officials, officers, directors, shareholders, employees, affiliates, agents, successors and assigns of, for, from and against any and all Claims (defined below) arising from or related to this Agreement, whether such Claims relate to the period before, on or after the Closing Date. As used herein, "**Claims**" shall mean any and all actual or threatened claims, detriments, rights, remediation, counterclaims, liens, controversies, obligations, agreements, executions, debts, covenants, promises, suits, causes of action, actions, demands, liabilities, losses, damages, assessments, judgments, order, fines, penalties, threats, sums of money, accounts, costs, expenses, known or unknown, direct or indirect, at law or in equity (including, without limitation, reasonable attorneys' fees and other professional fees of attorneys and professionals selected by Developer), whether incurred in connection with any

investigation, non-judicial, quasi-judicial, judicial, mediative, arbitative, or administrative actions or proceedings or otherwise (including pretrial, trial, appellate, administrative, bankruptcy or insolvency proceedings) or in settlement or in any other proceeding and whether or not suit was filed thereon. The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. **ESCROW HOLDER.**

5.1 **Duties of Escrow Holder.** Escrow Holder shall act with reasonable diligence in performing its duties hereunder. Agency or Developer may at any time, from time to time, require an accounting of all monies deposited into and remitted from the Account. Within ten (10) days after the end of each calendar quarter, Escrow Holder shall send to Agency and Developer a statement showing all deposits, withdrawals, and interest credits of the Account for the previous calendar quarter, as well as the current balance in the Account.

5.2 **Claims of Escrow Holder.** Escrow Holder shall have no claim against the Account or Funds and relinquishes any right or claim it may have against the Account and such Funds.

5.3 **Resignation of Escrow Holder.**

(a) Escrow Holder may resign as escrow agent hereunder at any time by giving sixty (60) days prior written notice to Agency and Developer. In such event Agency shall select new escrow agent doing business in Portland, Oregon, whose selection shall be subject to the reasonable approval of Developer. Promptly after selection of the new escrow agent, Escrow Holder shall transfer over to the new escrow agent all of the Funds in the Account and shall be relieved of any duties hereunder arising thereafter except for the obligation to give the reports required hereunder with respect to any prior or current periods. Contemporaneously with such transfer, Escrow Holder shall deliver to Agency and Developer a report showing the amount transferred. The new escrow agent shall execute and deliver an instrument accepting its appointment and the new escrow agent shall be vested with all of the estates, properties, rights, powers and duties of the predecessor escrow agent as if originally named as Escrow Holder.

(b) If Escrow Holder resigns upon written notice as provided for hereinabove and successor escrow agent is not appointed within thirty (30) days after such notice, then Escrow Holder may petition to an Oregon court of competent jurisdiction to name a successor and agrees to perform its duties hereunder until its successor is named.

5.4 **Instructions to Escrow Holder.** All instructions to Escrow Holder shall be submitted in writing, signed by an authorized representative of the submitting party, with a simultaneous copy to the other party.

5.5 **Escrow Fees.** Escrow fees shall be shared equally by Developer and the Agency.

6. **DEVELOPER OBLIGATIONS UNDER THE PLAN.** Pursuant to Section 715 and 745 of the Plan, Developer agrees as follows:

6.1 Developer shall obtain necessary approvals for the Building Improvements from all federal, state and/or local agencies that may have jurisdiction on the Property and the Building Improvements to be developed thereon.

6.2 The development of the Property shall be in accord with the regulations prescribed in the County's Comprehensive Plan, Zoning and Development Ordinance, and any other applicable local, state or federal laws regulating the development of property.

6.3 Agency acknowledges receipt of a copy of the plans and specifications prepared to date for construction of the Building Improvements referenced on Exhibit A attached, subject to Section 1.1 above.

6.4 Developer shall commence and complete the Building Improvements within the period of time as provided in this Agreement.

6.5 Developer covenants that it will not discriminate against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property.

6.6 Developer shall maintain the Property in a clean, neat and safe condition.

The foregoing covenants shall be binding upon and run for the benefit of the parties hereto and their respective assigns and successors in interest, subject to Section 11.2.

7. **DEVELOPER CONSTRUCTION AND STORMWATER MANAGEMENT OBLIGATIONS.** Developer's construction activities on the Property will conform to the applicable requirements set forth in the Oregon Department of Environmental Quality's 401 Water Quality Certification Permit (#2012-00181-1) (the "WQC Permit"). **Developer acknowledges that post construction stormwater facilities must be maintained for the life of the facility in accordance with the terms of the WQC Permit.** Developer will permit reasonable access on the Property to the Agency, the Oregon Department of Environmental Quality, and the United States Army Corps of Engineers for purposes of monitoring compliance with the 401 Water Quality Certification Permit (#2012-00181-1) and the U.S. Army Corps of Engineers Permit (#NWP-2012-181-1). Access by the Agency will be deemed reasonable where Developer is given at least 48 hours' prior notice of such intended entry, such access is accomplished in a manner so as to minimize interference with the use and operations of Developer or tenants or occupants thereon, and Agency shall indemnify and defend Developer and its successors and assigns for, from and against any and all damages, losses, liens, claims, liabilities, costs and expenses (including reasonable attorneys' fees) to the extent arising from or related to such entry. Access by the Oregon Department of Environmental Quality and the United States Army Corps of Engineers will be deemed reasonable where access is sought pursuant to the terms of the 401 Water Quality Certification Permit (#2012-00181-1), the U.S. Army Corps of Engineers Permit (#NWP-2012-181-1), or any applicable code, statute, rule or regulation.

8. **WETLANDS MITIGATION.**

8.1 Continuing Obligations. Notwithstanding any wetlands fill work on the Property performed by Developer, Agency at its expense shall at all times remain solely responsible for complying with all continuing obligations and requirements relating to the off-site mitigation, including maintenance, monitoring and performance requirements, in accordance with the Wetlands Permit (as defined in the DA) and applicable law. Agency warrants that it will take all necessary actions to ensure that Developer has the right at all times to fill the Property Wetlands consistent with the Wetlands Permit and applicable law. Agency will indemnify and defend Developer and its officers, employees, directors, shareholders, agents, successors and assigns for, from and against any lien, claim, action, suit, loss, liability, damage, cost and expense (including reasonable attorneys' fees) arising from or related to Agency's failure to perform its obligations under this Section 8.

8.2 Mitigation Bank Remedy. If Developer is subject to any Claims due to Agency's failure to perform any of its obligations under Section 8.1 above or under Section 5 of the DA (including without limitation Claims resulting in any stoppage, delay or restriction to Developer's work on or use of any of the Property), Developer will give written notice of such failure to Agency. Agency will have period of ten (10) days after such notice to cure or correct such failure. If Agency fails to cure or correct such failure within such 10-day period, Developer at its option may thereafter purchase compensatory mitigation credits from a qualified wetlands mitigation bank and/or take such other actions as Developer in its discretion deems necessary to ensure that its work and or use of the Property is not further delayed, restricted or otherwise jeopardized by reason of Agency's failure. In such event, Agency shall reimburse and pay Developer upon demand for all costs incurred by Developer in taking such actions, including the full costs of the mitigation credits from the wetlands mitigation bank. The provisions of this Section 8.2 do not limit or alter either party's obligations, liabilities, rights or remedies hereunder or under any other agreements or applicable law.

8.3 Survival. The provisions of this Section 8 shall survive expiration or termination of this Agreement and shall not be limited by any other provisions in this Agreement.

9. **FIRE ACCESS COVENANT**. Developer agrees to grant an access easement to Parcel 2 (defined below) for emergency fire access purposes only over and across a portion of the Property if, when and to the extent such easement is required to be located on the Property in connection with the development of Parcel 2, subject to the following conditions: (i) the location of the easement area shall conform to applicable rules and regulations related to the siting and construction of an emergency fire access and be mutually acceptable to the parties and shall be designed in a manner so as to minimize interference with the development and use of the Property and Building Improvements, (ii) the owner of Parcel 2 will be responsible to pay all costs of alterations, additions or improvements within the easement area in connection with such easement above and beyond what is required for the emergency fire access service Parcel 1, and (iii) the owner of Parcel 2 will indemnify and defend the owner and occupants of the Property for, from and against any and all actions, suits, liens, claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to the use of or improvements on the easement area by or for the benefit of the owner or occupants of Parcel 2. Notwithstanding the foregoing, Developer shall not have the obligation to grant the foregoing easement if the owner of Parcel 2 has an alternative means of providing such emergency fire

access on property other than the Property. As used herein, “Parcel 2” shall mean that parcel identified as “Parcel 2” on the survey attached as Exhibit A to the DA.

10. **RIGHT OF ENTRY FOR WETLAND BUFFER MITIGATION.** In furtherance of Developer’s right to construct wetland buffer mitigation on Agency’s adjacent property pursuant to Section 5 of the DA, Agency hereby grants to Developer and its agents, employees and contractors a right of entry in, on, to, across, under, over and through such adjacent property (shown on Exhibit F of the DA) for purposes of constructing, repairing, improving, maintaining, replacing, monitoring, inspecting and operating such wetland buffer mitigation and related improvements (including irrigation lines) within the designated buffer mitigation areas. Developer will give Agency at least 48 hours’ prior notice of its intended entry. Developer shall indemnify and defend Agency and its successors and assigns for, from and against any and all damages, losses, liens, claims, liabilities, costs and expenses (including reasonable attorneys’ fees) caused by Developer or its agents, employees or contractors and arising from or related to such entry pursuant to this Section 10. The foregoing right of entry commences on the date hereof and expires on the fifth anniversary of completion of the initial plantings by Developer. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **GENERAL PROVISIONS.**

11.1 **Time of Essence.** Time is of the essence of each and every provision of this Agreement.

11.2 **Binding Effect.** Except as otherwise provided herein, no party hereunder shall assign its rights and/or obligations under this Agreement without the consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, so long as the proposed assignee has demonstrated by objectively reasonable evidence the ability to perform all outstanding obligations under this Agreement, including without limitation the financial resources to do so. The parties acknowledge and agree that any proposed assignee who is likely to satisfy the Economic Development Goals with respect to the portion of the Property occupied by it will be favorably regarded by Agency in connection with Developer’s request for consent to an assignment by Developer to such assignee. Upon Agency’s consent to an assignment, Developer shall be released from all obligations and liability under this Agreement. This Agreement is made for the sole benefit of the parties hereto and their permitted successors and assigns, and no other person or party shall have any right of action under this Agreement or any right to the Funds in the Account. Subject to the terms of this Section 11.2, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.

Notwithstanding the foregoing, Developer may assign all or part of its interest in this Agreement without consent of Agency (but with notice to Agency) to one or more affiliates of Developer (an “**affiliate**” is any entity that directly or indirectly control, is controlled by or under common control with Developer) or any “joint venture” entity formed by Developer and in which Developer has an equity interest. As used above, the term “control” or “controlled by” means the power to direct the management of such entity through voting rights, ownership or contractual obligations. In the absence of a written agreement to the contrary by all parties, all

rights to receive Funds under this Agreement in favor of Developer shall automatically vest in a permitted assignee of Developer.

11.3 **Non-Liability of Officials and Employees.** Notwithstanding any other provision herein, no member, elected official, employee, shareholder, director, officer, agent or representative of any of the parties (or their respective successors and assigns) shall be personally liable to the other party (or its successors and assigns) in the event of any default or breach of any provision of this Agreement by any party (or its successors and assigns).

11.4 **Non-Waiver of Governmental Rights.** Subject to the terms and conditions of this Agreement, Agency is specifically not obligating itself, the County, or any other agency with respect to any discretionary action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

11.5 **Notices.**

(a) All notices given pursuant to this Agreement shall be in writing and shall either be (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by email.

(b) Any notice (i) sent by mail in the manner specified in subsection (a) of this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, (ii) delivered by nationally recognized overnight courier shall be deemed served or given on the date delivered or refused (or the next business day if not delivered on a business day), and (iii) given by email shall be deemed given on the date sent if sent during business hours of a business day in Portland, Oregon (or the next business day if not so sent). Notice given to party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender.

(c) The address of each party to this Agreement for purposes of notice shall be as follows:

AGENCY:

Clackamas County Development Agency
c/o Development Agency Manager
150 Beaver Creek Road
Oregon City, Oregon 97045
Attn: Dan Johnson
Email: danj@co.clackamas.or.us

DEVELOPER:

Clackamas Corporate Park, LLC
c/o Trammell Crow Company
1300 SW Fifth Avenue, Suite 3050
Portland, Oregon 97201
Attn: Kirk Olsen
Email: kolsen@trammellcrow.com

With a copy to:

LIT Industrial LP
c/o Clarion Partners
1717 McKinney Ave, Ste 1900
Dallas, TX 75202
Attn: Sara Young
Email: sara.young@clarionpartners.com

With a copy to:

Stoll Berne
209 SW Oak Street, Suite 500
Portland, Oregon 97204
Attn: Andy Davis
Email: adavis@stollberne.com

ESCROW HOLDER:

Chicago Title Insurance Company of Oregon
10151 SE Sunnyside Road, Suite 300
Clackamas, Oregon 97015
Attn: _____
Email: _____

Each party may change its address for notice by giving not less than fifteen (15) days' prior notice of such change to the other party in the manner set forth above.

11.6 **Relationship**. Nothing contained in this Agreement will create joint venture or partnership, establish relationship of principal and agent, establish relationship of employer and employee, or any other relationship of a similar nature between the Developer and Agency.

11.7 **Waiver**. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.

11.8 **Non-Integration**. This Agreement supplements the obligations of the parties under the DA, all of which shall be construed to be consistent with one another to the maximum extent possible. The terms and provisions of this Agreement do not modify or otherwise affect the terms and provisions of any other agreement between some or all of the parties hereto.

11.9 **Further Assurances.** The parties to this Agreement agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.

11.10 **Force Majeure.** Notwithstanding any other provision herein, no party will be liable for breach or default of this Agreement due to delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, strikes, labor disputes, volcanoes, fire, flood, earthquake, weather, acts of God, epidemic, acts of any federal, state or local government or agency, or any other event beyond the reasonable control of the affected party.

11.11 **Applicable Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

11.12 **Mediation Option.** The parties acknowledge that mediation may help the parties to settle their dispute. Therefore, in case of dispute under this Agreement, either party may propose mediation whenever appropriate by any mediation process or mediator as the parties may mutually agree upon (each in their sole discretion).

11.13 **Changes in Writing.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11.14 **Email Signatures.** Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, or an escrow officer, the parties shall confirm facsimile or email transmitted signatures by signing an original document.

11.15 **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11.16 **Invalidity of Provisions.** In the event any provision of this Agreement, or any instrument to be delivered by Developer at closing pursuant to this Agreement, is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

11.17 **Saturday Sunday and Legal Holidays.** If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

11.18 **Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party.

11.19 **Captions.** The captions of the section and subsections are used solely for convenience and are not intended to alter or confine the provisions of this Agreement.

11.20 **Memorandum of Agreement**. On or about the Effective Date, the parties will execute and deliver a memorandum of this Agreement in mutually acceptable form, which shall be recorded in the official records of Clackamas County, Oregon. This Agreement shall not be recorded. Subject to the terms of Section 11.2, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective assigns and successors in interest. Upon termination of this Agreement, the parties shall execute and record at Developer's expense an instrument in mutually acceptable form evidencing such termination.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the day and year first above written.

DEVELOPER:

**CLACKAMAS CORPORATE PARK,
LLC**, a Delaware limited liability company

By: Lion-TCC Development II, LLC,
a Delaware limited liability company

Its: Managing Member

By: TC Industrial Associates, Inc.

Its: Managing Member

By: _____
Steve Wells, Vice President

Date of Execution: _____, 2018

[Signature on next page.]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the day and year first above written.

AGENCY:

**CLACKAMAS COUNTY
DEVELOPMENT AGENCY**, a corporate
body politic

By: _____

Name: _____

Title: _____

Date of Execution: _____

[Signature on next page.]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the day and year first above written.

ESCROW HOLDER:

**CHICAGO TITLE INSURANCE
COMPANY OF OREGON**

By: _____

Name: _____

Title: _____

Date of Execution: _____

Attachments

Exhibit A Description of Building Improvements to Date

EXHIBIT A

Description of Building Improvements

[List plans and specifications for Buildings Improvements prepared to date]