



DAN JOHNSON
DIRECTOR

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

April 13, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

**Approval of an Intergovernmental Agreement with State of Oregon Department of Corrections for Work Crew Labor. Total value is \$25,000 through November 30, 2027.
Approval of an Intergovernmental Agreement with State of Oregon Department of Corrections for Work Crew Labor. Total value is \$25,000 for 4.67 years. Funding is through County Park user fees and other park revenue sources. No County General Funds are involved.**

Previous Board Action/Review	None		
Performance Clackamas	1. Honor, Invest and Utilize Natural Resources. Maintaining and improving our County Parks helps promote tourism and natural resource recreation. 2. The purpose of the County Parks program is to provide outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County.		
Counsel Review	Yes – ARN 3/22/2023	Procurement Review	N/A
Contact Person	Tom Riggs	Contact Phone	(503) 781-3137

EXECUTIVE SUMMARY: County Parks has intermittent need for work crew labor within the County Parks system to complete general landscape maintenance projects, and minor building and property maintenance. This Intergovernmental Agreement is being entered into with the State of Oregon Department of Corrections (ODOC) to supply work crews on an as needed basis. Staff will execute a Work Order request, detailing work to be completed for each project and location where work will be done (See Exhibit 'A' example attached to this IGA) and submit to ODOC to schedule. All work crews will be supervised at all times by ODOC staff. Utilization of ODOC work crews allows short-term, labor-intensive projects to be completed, and frees up other County Parks staff to be dedicated to other more highly skilled work and tasks.

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RECOMMENDATION: Staff recommends the Board approve this contract and authorize the Board Chair to sign the Intergovernmental Agreement on behalf of the County.

Respectfully submitted,

Dan Johnson, Director
Department of Transportation & Development

STATE OF OREGON

DEPARTMENT OF CORRECTIONS

Work Program Agreement -- Public (Oregon Public Bodies other than State Agencies)

This WORK PROGRAM AGREEMENT (the "Agreement") is made by the DEPARTMENT OF CORRECTIONS ("DOC"), and County of Clackamas, Oregon, a political subdivision of the State of Oregon ("Agency"). Capitalized terms shall have the meanings assigned to them in Section 1 of this Agreement. This Agreement will become effective on the date of the last signature approval of all of the parties.

RECITALS

WHEREAS, this Agreement is entered into pursuant to ORS 179.360, 190.110, 421.005, 421.405 through 421.445, 421.490, and Section 41, Article I of the Oregon Constitution (Ballot Measure 17);

WHEREAS, DOC desires to place selected minimum-security Adults-in-Custody in appropriate work situations to perform labor with a public benefit while providing opportunities for participating Adults-in-Custody to learn work skills and develop appropriate work habits;

WHEREAS, Agency desires to accomplish those Projects identified in Work Orders entered into pursuant to this Agreement using minimum security Adults-in-Custody;

WHEREAS, it is the policy of DOC and Agency to cooperatively administer this Agreement and manage the operations of the Work Crews through joint project planning to accomplish the parties' mutual objectives and goals; and

WHEREAS, this Agreement establishes the responsibilities of DOC and Agency in the use of Adult-in-Custody workers to provide labor for Projects.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in the Agreement, the parties do hereby agree to the following:

1. DEFINITIONS.

1.1 Agency Project Manager shall mean an Agency employee responsible for monitoring Project quality, timeliness, progress, and completion.

1.2 Agency Technical Supervisor shall mean an Agency employee who is qualified by education, knowledge, training, or experience and has the demonstrated ability to provide Project training and technical supervision, assign work tasks, and monitor and assess work progress.

1.3 Authorized Representatives shall mean the persons identified at Section 14.1 of this Agreement.

1.4 Custodial Supervisor/Personnel shall mean a DOC employee(s) assigned to a Project and designated in the Work Order to be responsible for maintaining custodial supervision of Adults-in-Custody assigned to a Work Crew.

1.5 Adult-in-Custody shall mean a convicted felon not on parole, probation, or post-prison supervision status who is under the custodial supervision of DOC.

- 1.6 Institution shall mean a correctional facility operated by DOC where Adults-in-Custody reside.
- 1.7 Institution Safety Officer shall mean a DOC employee responsible for the safety management of an Institution or facility or satellite thereof.
- 1.8 Project shall mean an activity which is wholly or partially accomplished through the use of Adults-in-Custody and described in the executed Work Order(s) under this Agreement.
- 1.9 Project Description shall mean that portion of a Work Order describing in detail the scope of the Project and tasks to be performed, identifying specific work site details and necessary equipment and allocating responsibilities for supervision and training between DOC and Agency.
- 1.10 Reimbursable Expenses shall include but are not limited to vehicle rental charges, mileage, special clothing, tools, and equipment provided by DOC, and such other incurred costs agreed to and set forth in the Work Order.
- 1.11 Work Crew shall mean the Adults-in-Custody who are assigned to perform work on a Project.
- 1.12 Work Order shall mean the document to be signed by both parties that includes the Project Description, incorporates the terms and conditions of this Agreement by reference, includes price, Reimbursable Expenses, Work Crew size and work schedule, and all other details necessary to describe the obligations of the parties in completing the Project, including those listed in Subsection 2.1, and includes any exhibits, schedules, and other attachments to and amendments of any of the above.
- 1.13 Work Program Coordinator shall mean a DOC employee responsible for overseeing daily planning and coordination of a Work Crew assigned to a Project.

2. DOC SHALL:

- 2.1 Upon Agency's request, negotiate a Work Order for each Project in accordance with the attached Exhibit A;
- 2.2 Provide Work Crew labor to accomplish the Project(s) as agreed to and specified in the Work Order(s), in accordance with DOC rules and regulations and within the limits and responsibilities established by this Agreement. Adults-in-Custody assigned to a Project shall be selected by DOC in accordance with its rules and regulations;
- 2.3 Provide a Work Crew Custodial Supervisor/Personnel to be responsible for maintaining custodial supervision of Adults-in-Custody assigned to a Project and to assist the Agency Technical Supervisor(s) as authorized by DOC.
- 2.4 Provide for the basic needs of Adults-in-Custody assigned to the Project(s), including providing meals at the Project site(s), clothing appropriate to the season, and transportation to and from the work site. DOC shall not be responsible for providing Adults-in-Custody with special purpose clothing or with essential tools, equipment or Project supplies, except as specified in the Work Order(s).
- 2.5 Provide general orientation and training to Agency personnel, as DOC deems appropriate, with regard to DOC policies, procedures, rules and regulations, such as those relating to security issues, prohibited Adult-in-Custody conduct, disciplinary reporting and other relevant subjects as determined by DOC; and
- 2.6 Bill the Agency for costs incurred at the amount and rates specified in this Agreement and in the applicable Work Order(s).

3. AGENCY SHALL:

3.1 Initiate requests for Work Orders in accordance with the attached Exhibit A, which will provide specifics for individual projects and will incorporate the terms and conditions of this Agreement;

3.2 Provide Adults-in-Custody with the necessary training to ensure Project completion in accordance with the requirements of the Work Order(s). Qualified Agency personnel shall provide each Adult-in-Custody with the information and experience to develop the skills required to carry out assigned tasks in a safe, efficient, and progressively improved manner. Project training necessary for proper performance of assigned tasks includes, but is not limited to, technical training, written reference materials and manuals, and specific training regarding the precautions and safety practices associated with proper operation, handling and use of tools, equipment, and machinery.

3.3 Provide training materials to the Work Program Coordinator for prior approval. Agency agrees to keep individual training attendance records and to provide such records to the Work Program Coordinator upon request. Agency personnel shall not approve any Adult-in-Custody to operate power equipment, unless the Adult-in-Custody has received proper training in equipment operation and safety procedures, and unless appropriate authorization has been given by the Institution Safety Officer;

3.4 Assure that properly trained and qualified Agency personnel are available at the work site(s) at appropriate times to provide technical direction and supervision concerning the work specified in the Work Order. Agency agrees to provide qualified personnel to assign work tasks, direct work activities, provide technical supervision and support, and monitor and assess work progress.

3.5 Provide DOC the essential tools and equipment necessary to accomplish the Project(s), including the appropriate special purpose clothing and required materials and supplies adequate for project completion, except as specified in the Work Order. All tools, equipment and unused materials provided by Agency shall remain the Agency's property; and

3.6 Reimburse the DOC in accordance with each Work Order, based on the costs and expenses incurred, in an amount not to exceed the estimated maximum amount specified in this Agreement.

4. PROJECT DESCRIPTION; SCHEDULING OF ADULTS-IN-CUSTODY FOR WORK PROJECT; LIMITATION ON SERVICES AND ADULT-IN-CUSTODY WORKER AVAILABILITY

4.1 Work Order; Project; Project Description. Agency and DOC agree to develop a Work Order for each Project under this Agreement. The Work Order shall include a comprehensive Project Description, the Project's estimated duration, interim progress deadlines, if any, the Project location, the number of Adult-in-Custody workers required, estimated work schedule required to complete the Project, compensation and payment, and any other requirements, terms or conditions pertaining to the Project, including special safety or security provisions. No work shall be performed until the Work Order has been signed by both parties thereto.

4.2 Scheduling of Adults-in-Custody for a Project. The number of Adults-in-Custody to be assigned to a particular Project shall be identified in the Work Order and shall be based upon the number of Adults-in-Custody requested by the Agency and the availability of Adults-in-Custody, Custodial Personnel and transportation as determined by DOC. DOC intends to make each Work Crew available to work 40 hours a week, inclusive of travel time to and from the Project site, if so required by the Agency, except as specified in the Work Order.

4.3 Limitation on Services; Adult-in-Custody Worker Availability. Agency acknowledges and agrees that services under this Agreement will be provided by a workforce that is subject to change due to security and correctional limitations and that occasions may arise that will prevent DOC from providing such services. Although DOC will make every reasonable effort to provide the anticipated number of workers, DOC cannot guarantee their availability. In circumstances involving fire, riot, lockdown, workplace safety (as outlined under Section 8) or other emergency circumstances, or when it is otherwise in the best interest of DOC or the public to do so, DOC may, at its sole and absolute discretion and without further liability to Agency, reassign

or suspend all or part of a Work Crew assigned to provide services under the Work Order for such period of time as DOC deems necessary. DOC will make every reasonable effort to give Agency advance notice whenever such reassignment or suspension of services becomes necessary.

5. COMPENSATION; PAYMENT.

5.1 Maximum Not-to-Exceed Amount. The total not-to-exceed cumulative value of all Work Orders entered into under this Agreement is \$25,000.00. If Agency elects to use "Maximum Not-to-Exceed Amount" Agency shall keep track of amounts expended for any Work Order(s) under this Agreement. Agency shall furnish to DOC quarterly reports stating the cumulative total amount spent to date on each Work Order, identified by Project name and Work Order number, and the cumulative total amount spent to date on all Work Orders entered into under the Agreement. Agency shall forward a copy of the quarterly reports to the DOC Authorized Representative and shall promptly notify the DOC Authorized Representative when Agency has expended between 60 and 70% of the total maximum amount(s).

5.2 General. DOC shall provide Work Crew labor for the amount and at the rates specified in the Work Order.

5.3 Reimbursable Expenses. In addition to the payment of any amounts for labor required under Section 5.2 above, Agency shall reimburse DOC such incurred Reimbursable Expenses as the parties have identified in the Work Order.

5.4 Invoices; Payment. Except as otherwise agreed in the Work Order, DOC shall submit a monthly invoice to Agency for services performed during the preceding calendar month, under the terms and conditions of this Agreement, identifying (i) the Project, (ii) the Work Order number, (iii) the amount due for labor performed and (iv) a description of Reimbursable Expenses incurred by DOC during the billing period.

5.5 Payment is expected within 30 days following the date the invoice is received. After 45 days, overdue account charges may be assessed at the rate of two-thirds of one percent per month, but not more than eight percent per annum on overdue claims.

6. RESPONSIBILITY FOR ADULTS-IN-CUSTODY AND PERFORMANCE REVIEW

6.1 Responsibility for Adults-in-Custody. A DOC representative will act as the Work Crew Custodial Supervisor and be responsible for maintaining custodial supervision of Adults-in-Custody assigned to a Project. To ensure public safety and the safe operation of the Work Crew, DOC reserves the right to conduct, and Agency hereby consents to, periodic physical searches of the Project site. These physical searches may include but may not be limited to searches of such things as Agency vehicles, equipment, tools and storage areas.

6.2 Adult-in-Custody Compliance with Agency Rules. Adults-in-Custody will be required to abide by Agency's rules and regulations which have been made known to them. Any Agency officer, employee, or agent who observes Adult-in-Custody misconduct or activity which might give rise to misconduct shall immediately notify the Custodial Supervisor or other DOC Personnel. The Custodial Supervisor shall resolve questions that arise regarding an Adult-in-Custody's compliance with Agency's rules or regulations. In the event of a conflict between DOC's rules and regulations and Agency's rules and regulations, DOC's rules and regulations shall prevail.

6.3 Review of Projects. The Work Program Coordinator, the Agency Project Manager or Technical Supervisor and the Work Crew Custodial Supervisor will confer on a periodic basis to assess Project progress, Project site safety and security and overall performance satisfaction. The Work Program Coordinator or other DOC representative may periodically visit the Project site to evaluate work activities and work progress, including scope of work, use of equipment, machinery and tools, training requirements, safety issues, work hazards and any other work site and working conditions. See Exhibit C, Adult-in-Custody Work Crew Work Site Inspection Form.

7. Prison Rape Elimination Act (PREA)/Custodial Sexual Misconduct.

7.1 Prison Rape Elimination Act. PREA is a federal law that was enacted and signed into law in 2003 for the purpose of establishing a zero-tolerance standard for the incidents of rapes and sexual misconduct in prison and local jail/detention facilities. The PREA requires that prevention of prison rapes and sexual misconduct will be a top priority in prison, police lock ups, local jails and juvenile detention facilities. It further requires the development and implementation of national standards for the detection, prevention, reduction and punishment of prison rape and sexual misconduct.

7.2 Crime of Custodial Sexual Misconduct. SB 89 was enacted into law in 2005 and makes custodial sexual misconduct in the first degree a felony crime. For purposes relevant to this Agreement, this law (codified at ORS 163.452) provides that an Agency employee or contractor commits the crime of custodial sexual misconduct if the person commits an act that constitutes sexual misconduct with an individual who is known to be participating as an Adult-in-Custody or offender in a DOC work crew and whom the employee or contractor is responsible to supervise. The Agency and its employees are required to report any witnessed violations of this law.

8. HEALTH AND WORK SITE SAFETY.

8.1 Agency's Compliance. Agency shall conduct its activities under this Agreement in compliance with all federal, state and local laws, ordinances, and standards for work and Project site health and safety. Minimally, a Project site shall meet the standards established by the Oregon Occupational Safety and Health Act (OSHA). The appropriate Institution Safety Officer or other representative shall visit each Project site prior to DOC approval of any Work Order, and at other times as appropriate, to evaluate the Project site and/or Work Crew activities for compliance with health and safety standards. See Exhibit B, Job Hazard Analysis and Certification.

8.2 DOC's Right to Stop Providing Adult-in-Custody Workers and Services. DOC reserves the right, at its sole and absolute discretion, and without prior notice, to stop providing services and withdraw a Work Crew from a Project site whenever DOC determines that the Project site may be unsafe or that other working conditions may be unsafe or may violate applicable work site safety or security standards set forth by OSHA, DOC, or the Institution. In this event, DOC's Authorized Representative shall provide Agency with a written notice that describes the reason for work stoppage. Agency shall provide DOC a prompt written response detailing the steps Agency intends to take to address DOC concerns and to remedy any potentially unsafe condition. DOC shall review Agency's written response and, at its sole discretion and without further liability to Agency, may reassign or suspend all or some of the Adult-in-Custody workers assigned under the Work Order for such period of time as DOC deems necessary, and may either resume work under the Work Order upon correction of any unsafe condition(s) or terminate the Work Order.

8.3 Responsibility for Costs Related to Adult-in-Custody Injury or illness. The Oregon Legislative Assembly established an Adult-in-Custody injury fund ("Fund"), administered by the Oregon Department of Administrative Services, Risk Management Division, pursuant to ORS 655.505 through 655.550, for the purpose of providing compensation to Adults-in-Custody who sustain work related illness, injury, disability, or death during the performance of paid work assignments. Subject to the Fund's requirements and Section 8.4, and subject to the normal conditions and limits established by its policy on medical care for Adults-in-Custody, DOC shall be responsible for the cost of medical care and treatment for participating Adults-in-Custody.

Agency Liability. To the extent permitted by the Oregon Tort Claims Act, Agency shall reimburse DOC for the cost of medical care and treatment, and any other compensation DOC is required to pay, for Adults-in-Custody who sustain work related injuries, disabilities, illnesses, or death that arise from Agency's negligent, illegal or intentional activities, or activities prohibited by this Agreement. Subject to the provisions regarding indemnification in Section 9 herein.

8.4 INDEMNIFICATION; INSURANCE.

To the extent permitted by Article XI, Sections 8 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party to this Agreement shall defend, save, hold harmless and indemnify each other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this Agreement, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.

Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System. If Agency employs subject workers as defined in ORS 656.027, Agency shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Agency shall require and ensure that each of its subcontractors complies with these requirements.

9. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to DOC that it has full power and authority to enter into Work Orders of the type contemplated herein, and that all action on the part of Agency necessary for the authorization, execution, delivery and performance of this Agreement has been duly taken.

10. COMPLIANCE WITH APPLICABLE LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement.

11. FORCE MAJEURE.

Neither party shall be held responsible to the other for any delay or default caused by fire, riot, lock down, civil commotion, war, act of God, or any other like condition or event which is beyond its reasonable control. Further, DOC shall not be liable to Agency for delays caused by DOC's exercise of its custodial duties, including discipline, security, and adherence to Institution policies and procedures regarding Adult-in-Custody conduct.

12. TERMINATION.

Either party to a Work Order entered into under this Agreement may terminate it immediately (i) for breach of any material provision by the other party; (ii) in the event the party determines, in the exercise of its reasonable discretion, that the Oregon State Legislature has failed to approve funding, appropriations, limitations, allotment or other expenditure authority at levels sufficient to perform its obligations under the Work Order; or (iii) under the circumstances set forth in Section 8.2 of this Agreement. The terminating party shall provide written notice to the other party as soon as possible, but any such termination shall not affect obligations that accrued prior to the date of such notice and for which funding is lawfully available. In addition to the above, the Work Order may be terminated upon mutual agreement of the parties in writing or by either party, with or without cause, upon thirty (30) days' prior written notice to the other party. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date and shall cancel as many obligations as is possible.

13. ADMINISTRATION; NOTICES.

13.1 Authorized Representative. Unless otherwise specified in the Agreement, DOC designates the Purchasing/Contracts Manager, or designee, as its Authorized Representative in the administration of the

Agreement and Work Orders entered into thereunder. Agency designates Mark Shaw as its Authorized Representative.

13.2 Notices. Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the party's Representative as follows:

(DOC) Department of Corrections
3723 Fairview Industrial Drive SE, Suite 200
Salem, OR 97302

and

(Agency) County of Clackamas, Oregon
Attention: Mark Shaw
2051 Kaen Road
Oregon City, OR 97045

or to such other address or fax number as either party may hereafter indicate in accordance with the procedures set out in this Section 14.2.

Any communication or notice properly addressed and mailed shall be deemed received five (5) calendar days after mailing. Any communication or notice delivered via fax shall be deemed received upon confirmation by the transmitting machine of successful transmittal. Personal delivery shall be effective upon delivery into the possession of the party's authorized representative, or delivery into the possession of any employee at the party's address authorized to accept deliveries on behalf of the party.

14. WAIVER; AMENDMENT.

The parties may agree to amend this Agreement and any Work Order pursuant to the Agreement to the extent permitted by applicable statutes and administrative rules. No amendment shall be effective unless it is in writing and signed by the parties and unless all approvals required by applicable law have been obtained before becoming effective. No delay or omission to exercise any right, power or remedy accruing to either party to a Work Order upon any breach or default by the other shall impair any such right, power or remedy. Any waiver of breach or default must be in writing and shall be effective only to the extent specifically set forth in the writing. All remedies shall be cumulative and not alternative. No provision of a Work Order may be amended, waived, discharged, or terminated orally.

15. INDEPENDENT CONTRACTOR.

DOC and Agency are, as to each other, independent contractors. This Agreement is not intended to, and shall not be construed to, create a partnership, joint venture or master-servant relationship between DOC and Agency, nor does the Agreement give either party the power to act as a partner, joint venturer or agent on behalf of the other. Nothing in this Agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship between Agency and Adult-in-Custody workers or DOC and Adult-in-Custody workers.

16. NO THIRD-PARTY BENEFICIARIES.

Nothing contained in any Work Order entered into under this Agreement 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 the Work Order.

17. INTEGRATION.

Each Work Order, together with its exhibits, if any, and matter incorporated by reference, contains the entire agreement between the parties on the subject matter thereof, and no statements made by any party thereto, or agent thereof, not contained therein shall be valid or binding.

18. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, except that Agency shall not have the right to assign or transfer any of its rights or interest herein, and any such attempted assignment or transfer shall be null and void.

19. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, proceeding or action between the State of Oregon, DOC or any other agency or department of the State of Oregon, and Agency, for any cause whatsoever arising out of this Agreement, and regardless whether the relief sought is legal or equitable, shall be brought only in the Circuit Court for Marion County in Salem, Oregon; provided, however, that if the claim must 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.

20. IMPLEMENTATION AND DURATION.

This Agreement shall become effective as of the date of last signature and shall remain in effect through November 30, 2027, unless extended or earlier terminated in accordance with its terms. The parties, by written amendment, may extend the performance period.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date hereinabove written.

**STATE OF OREGON, acting by and through
the DEPARTMENT OF CORRECTIONS**

County of Clackamas, Oregon

By: _____
Assistant Director for Operations

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DOC Work Programs Work Order

Oregon Department of Corrections
****INSTITUTION NAME**
and
****CUSTOMER**

This **Work Order** hereby incorporates by this reference all of the terms and conditions contained in the Work Program Agreement ("**Master Agreement**") between the **Department of Corrections ("DOC")** and ****Customer** ("****Acronym**"). The effective date of the **Master Agreement** is **_____**. The following work is authorized under the terms of the **Master Agreement** and as further specified herein:

1. **Master Agreement Number: ###**
2. **Work Order Number: INST.2020.MA#.???**
3. **Project Title: TBD**
4. **Mailing Address: 123 North 4th Street
Anywhere, Oregon 97630**
5. **Project Staffing: 1 crew, consisting of 10 Adults in Custody (AICs) and 1 DOC Assigned Custodial Supervisor is required OR

1 OPRD Custodial Supervisor/Personnel per supervised Work Crew, consisting of up to 10 AIC's is required.**
6. **Anticipated Hours of Work:**

Days/Week: SUN **MON TUE WED THU FRI** SAT (*Indicate the day(s) in bold & underline*)

For DOC Supervised Work Crews:

Time of Day: Start: 6:00 am End: 2:00 pm

For ** Supervised Work Crews:

Time of Day: Start: 6:00 am End: 4:00 pm

Daily work hours include time to prepare for deployment, travel time to/from the work site and time to process the AIC's back into the facility.

7. **Anticipated Duration of Project:**

The project is anticipated to **start:** **_____**, but not prior to the date of last signature approval of all of the parties to this Work Order.

The project is expected to be **completed no later than:** **_____**, unless extended by written amendment to this Work Order.

8. Detailed Project Description:

Location of project: *type address or general location here*

Duties and tasks to be performed:

Grounds/Facility Maintenance: AIC's will use litter pickers to clean up trash at various locations around the ** before and after events. Clean restrooms, covered areas, and buildings before/after events. Remove noxious weeds in flowerbeds, parking lots and along fence lines. Sweep and/or blow off concrete areas. Rake leaves and grass clippings. Rake gravel or dirt to fill in potholes in various locations. Weed-eat or hand removal of noxious weeds in various areas on ** property including the ATV and Baseball areas. Clean out ditch for water lines, (AIC's will not lay conduit). Mow lawns and other areas on ** operating riding lawn mower. Assist in minor plumbing repairs not requiring specialized licensure/certification. Prepare soil in planting areas operating rototiller. Assist ** staff in repairing fencing, scraping and touch up paint in various areas.

Grounds Maintenance: AIC's will assist ** staff with cutting brush by hand and hauling brush to piles, weeding, and pruning landscaped areas, chipping brush, shoveling, and sweeping sidewalks and bridges, litter pick up, and guard rail maintenance. With approved and documented training, select AIC's will be allowed to run gas powered equipment including gas powered weed eaters, gas powered blowers, and brush chippers. All gas-powered equipment including brush chippers will be provided by **.

Building Maintenance: The project will entail AIC's maintaining ** campus buildings. This could include general cleaning and/or painting interior or exterior walls.

Weed Removal: The project will entail pulling weeds both by hand and utilizing power equipment. All noxious weeds and other weeds need to be irradiated 30 to 60 feet outside of the parking lot. AIC's will use rakes, shovels, weed eaters, and push trim mowers. Additionally, the vegetation around the building will be weeded by hand

Litter/Parking Lot Clean-Up/Maintenance: The project will entail AIC's picking up paper and debris on ** campuses and along campus roadways. AIC's will use gloves to pick-up debris by hand and place it in large plastic garbage bags provided by **. AIC's will also use backpack blowers to clear parking lots and walkways of debris. They may assist ** in parking lot painting.

Turf Improvement: The project will entail thatching, raking fertilizing, moving, and aerating turf throughout the park. AIC's will use rakes, aerators, fertilizer mowers, weed eaters, and push trim mowers. Additionally, irrigation control valves will be repaired, installed, and or removed on occasion. All tools to be supplied by **.

Litter Clean-up: The project will entail AIC's picking up paper and garbage. AIC's will use gloves to pick-up debris by hand and place it in large plastic garbage bags provided by **.

Trail and Walkway Restoration and Maintenance: With training/direction from the ** project supervisor, AIC's will use shovels, rakes, axes, pulaskis, wheelbarrows, hedge trimmers, weed eaters, and backpack blowers to clean-up walkways and walking trails throughout the above-listed park. Once cleared, the AIC's will spread bark mulch and gravel along designated trails and walkways. AIC's may assist in projects such as rebuilding stairs and fences or railings, cleaning culverts, cutting blackberry vines and other new growth on bicycle trails at the various parks. The AIC crew will also perform duties such as cleaning moss from curbs, cutting grass and removing brush from right-of-way areas.

Tree Limbing/Removal: This project will entail AIC's utilizing DOC chainsaws to fall and limb trees. AIC's will stack and pile branches as directed. AIC's must be DOC certified as an "A" faller and must have completed S-212 chainsaw training/safety to run a saw. AIC's will not fall any trees that are more than 8-inch DBH (depth at breast height). In the event that the work crews will be utilizing chainsaws, a separate site inspection and JHA will need to be completed specific to that work site.

Clearing Perimeter Fences: AIC's will use power trimmers to cut and clear away brush to form a two-foot-wide pathway around perimeter fences. This will include hand grubbing and bagging of invasive species with shovels and pry bars. They will also clean-out and widen drainage ditches near fences, using shovels and rakes.

Campground Clean Up and Maintenance: AIC's will use leaf rakes, shovels, tarps, backpack blowers, string trimmers and push mowers to assist in the cleanup of leaves, woody debris and lawn maintenance in campgrounds. AIC's may use splitting mauls, wedges, and log splitters to split firewood in addition to manually binding firewood bundles with pallet-wrap or string and manual stacking. Woodchippers may be used with brush clearing.

Small Scale Construction Projects: The project will construct ADA picnic site areas. Creating forms, filling with gravel, clearing dirt areas, and pouring concrete. AIC's will move large amounts of source materials (dirt, gravel, rock, etc).

Livestock Barn Maintenance: AIC's will shovel out livestock barn stalls after use. May assist ** staff in repairing gates and fences inside barns, scraping and touch up of interior and exterior paint. Assist ** staff in tearing out livestock pens inside barns and setting up portable pens in barns. Nail down loose roofing tin.

Grandstand/Arena Maintenance: AIC's will: Rake dirt arena area to prep for events. Rake and shovel livestock area in arena. Assist ** staff in scraping, sanding and touch up paint of grandstands, replacing damaged/worn boards, and replacement of lights. Put up and take down speakers. Repaint signs.

Minor Projects: AIC's will use hand tools such as hammers, screwdrivers, wrenches, and power tools to construct small shed/storage building, boxes, benches, picnic tables, etc. Prior to this type of work, the Institution Work Program Coordinator shall be notified to discuss specific details of the project and ensure the Job Hazard Analysis reflects the scope of the project.

Other Tasks: With the direction and training of the ** staff, AIC's may install signs, gates, and picnic tables at all parks, and split stack, and move firewood. In addition, they may assist in the relocation of picnic shelters and paint structures if necessary. They may assist in tearing down park structures and constructing new structures where needed. May also dig trenches for installation or repair of water line. May also remove wire and t-posts from trees that have died as well as pull up dead Kochia and R. thistle plants to prep the area for seeding using pitch forks or steel rakes.

Other Tasks: With the direction/training from ** staff, AIC's may install signs, gates and picnic tables at all parks. In addition, may assist in relocation of picnic shelters, may assist in tearing down park structures, and constructing new structures where needed. Assist with sand bagging and snow removal with use of shovels.

IMPORTANT REMINDER: Refer to JHA for safety precautions, PPE and other limitations for projects.

9. **Special Conditions:**

****** shall be responsible to provide the following special clothing, tools, equipment and supplies, and the following special transportation, supervision, and safety requirements:

*(List any special clothing, tools, equipment, or supplies to be provided by **. Describe any special transportation, supervision or safety requirements or unusual work site conditions. Indicate if ** or someone else will meet these requirements. Indicate Not Applicable ("N/A") if no special items, conditions or requirements are anticipated):*

Example... OPRD will provide garbage bags, and all tools required to complete the assigned projects. In addition, if any special safety equipment is deemed necessary to safely complete this project (such as ear protection, chap, or hardhats) it shall be provided by OPRD. DOC will provide transportation, lunches, AIC clothing, appropriate outerwear, gloves and eye protection.

10. **AIC Training Topics and Schedule:**

****** will provide the following project training and skills development to DOC AICs for completion of assigned tasks and safe use and handling of tools/equipment:

*(Describe any project training and skills development that ** will provide. Indicate if someone other than a representative of ** will provide the training. Identify how the training will be delivered and include a list of the training topics and brief description of the training content. Indicate Not Applicable ("N/A") if no training is required or anticipated.)*

Example... Most of the work involves manual labor and use of hand tools by AIC's. If power tools are to be used, training will be provided by the ** Maintenance staff prior to AIC's using power tools. Power tool training on this project may include weed clearing machinery, gas-powered blowers, and chippers. If AICs are assigned to painting tasks, ** staff will provide specific instruction regarding the proper use of the paint and painting materials.

While most of the work will be labor oriented, with approved and documented training, selected AIC's will be allowed to run gas powered tools, including weed eaters, backpack blowers, mowers, and edger's.

All training will be documented and returned to the INST, IWP Coordinator monthly.

11. **Technical Oversight:**

****** will provide technical supervision and oversight necessary for proper work performance. This will include, but is not limited to, information, direction, on-site technical supervision and review regarding work habits, safety awareness, tool use and other technical proficiency items.

(List any technical assistance requirements specific to the Project, including issues involving safety practices and handling and use of tools, equipment and machinery).

12. **Hazard Analysis:**

The DOC's Safety Officer or designee will conduct a work site Job Hazard Analysis prior to DOC approval of the Work Order. DOC may conduct periodic Site Inspections during the course of the Work Order. A copy of the Job Hazard Analysis Report (Exhibit B) and Site Inspection (Exhibit C) may be provided to ** upon request after completion of the assessment and/or inspection. If DOC's representative believes the work site or any of the working conditions pose an increased risk to worker health or safety, the DOC concerns shall

be resolved by the parties prior to the commencement of work. The Hazard Assessment Report and any addenda or other reports regarding the work site and working conditions shall be incorporated in and made a part of the Work Order.

(Attach a copy of the Hazard Assessment Report to the Work Order. Include a description of any changed work site or working conditions in the Work Order and in any Addenda or other update to the Hazard Assessment Report.)

13. **Special Security Considerations:** Are any of the following elements in the immediate project work area? *(Check the appropriate "yes" or "no" in the area below)*

Alcohol	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Medical or Pharmaceutical Supplies	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Firearms, Explosives or other Weapons	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Children	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If any of the above items are marked "yes," provide further explanation below:

Example...AIC crews involved in recreational facility or site maintenance may be prone to collect nuisance contraband or discover contraband such as tobacco, alcohol, or ammunition. ** Crew Coordinators and their supervisors will exercise due diligence in observing and reporting using DOC Handbook of Rules of Prohibited Conduct.

Describe below any additional security issues related to this project which require special action or attention:

Example...Work is performed in State Parks and children may be present. DOC will place AIC work crew signs at both edges of the work area as described by the on-site ** representative. Correctional Officers will pay special attention to the AIC's when working in the park areas where it may be likely for families or children to be present. **Work Crew signs will be displayed at all times during work.**

Ammunition Example...As AIC crews pick up litter in some recreational facilities or sites, they may encounter unexploded ammunition. As this occurs, the AIC's will be required to turn in all ammunition found. ** will dispose of the ammunition and the crew, upon return to the facility, will have an unclothed body search, by DOC staff, at the end of each day when AIC's have picked up ammunition. The appropriate ** manager will have prior knowledge of the activity and make the OIC aware, so necessary staff is available to conduct the searches.

14. **Representatives:**

Department of Corrections (DOC):

DOC Work Program Coordinator:

Business Phone Number:
Emergency Phone Number:
Email Address:

DOC Work Crew Custodial Personnel:

Business Phone Number:
Emergency Phone Number:
Email Address:

DOC Safety Officer:

Bob Adams

Business Phone Number:

503-570-6841

Emergency Phone Number:
Email Address:

971-255-8222
bob.a.adams@doc.oregon.gov

****CUSTOMER (**):**

**** Project Manager:**

Business Phone Number:
Emergency Phone Number:
Email Address:

**** Technical Supervisor (Work Site):**

Business Phone Number:
Emergency Phone Number:
Email Address:

**** Training/Safety Officer/Designee:**

Business Phone Number:
Emergency Phone Number:
Email Address:

15. **General Compensation:**

Subject to the terms set forth in this Work Order, ** agrees to pay DOC monthly the negotiated rate for AIC labor, including any travel or other expense reimbursement noted in Article 16 below, as follows:

(Identify the set fee to be charged per AIC or per Work Crew, the period of time, and the total estimated amount or maximum not-to-exceed amount of the Work Order Contract. If the set fee is based upon Work Crew labor, specify the number of AICs in the Work Crew.)

Example...

** agrees to pay DOC **\$590.00 per day for each 8 hr work crew of up to 10 AIC's** accompanied by one correctional staff supervisor.

** agrees to pay DOC **\$700.00 per day for each 10 hr work crew of up to 10 AIC's** accompanied by one correctional staff supervisor.

** agrees to pay DOC **\$7.50 per AIC per day for ** Supervised Work Crew.**

16. **Reimbursable Expenses:**

In addition to the general compensation identified above, ** shall reimburse DOC for the following Reimbursable Expenses. DOC shall itemize the Reimbursable Expenses and invoice ** as specified below. ** and DOC agree the following costs and expenses incurred by DOC shall be Reimbursable Expenses:

(List items for which DOC requires reimbursement of its cost in addition to the compensation identified above. These items may include such things as mileage, overtime salary costs, and costs for use of DOC tools or other special equipment which DOC has agreed to provide. If there are no reimbursable expenses in addition to the compensation identified above, then indicate "None".)

Examples...

1. Overtime costs directly associated with the project, if ** requires the crew to remain at the worksite, causing the staff supervising the crew to work overtime hours.

2. First 100 miles included in all rates. There will be a **.58¢ per mile fuel charge** if distance of travel to job site is over 100 miles round trip from CRCI.

3. ** will reimburse DOC for **Special Meritorious Awards** paid to the AICs at the request of **.

4. ** may request to use **DOC** equipment to be operated by AIC's. ** shall be responsible for providing supplies necessary for equipment operation. Supplies include fuel, oil and weed trimmer line. **/Host Agency Custodial Supervisor shall not direct/permit AICs to conduct maintenance or repairs on this equipment. ** will reimburse **DOC** for **DOC** equipment used at the following rates:

\$5.00 per weed trimmer per day

\$5.00 per backpack blower per day

\$10.00 per trailer/port-o-potty per day

\$30.00 per chainsaw per day

\$55.50 per 10 passenger van per day (Miles driven over 50 miles per day will be billed at **.58¢ per mile.**)

17. **Payment Schedule and Billing Information:**

Billing Information: DOC shall submit a monthly invoice to ** for the labor performed during the preceding calendar month, including all Reimbursable Expenses. The invoice shall identify the Project, the Work Order Contract Number, the dates of labor performed, and the amount due for labor and any Reimbursable Expenses incurred during the billing period.

Terms of Payment: Payment is expected within 30 days following the date the invoice is received. ** agrees to make prompt payment to DOC. After 45 days, overdue account charges may be assessed up to a maximum rate of two-thirds of one percent per month (8%) on the outstanding balance (ORS 293.462). Interest shall be computed on the basis of a 365-day year and actual days elapsed. In no event shall the amount of interest exceed the maximum allowable under law.

Invoices shall be mailed or emailed to: **

DOC Remit to Address:

Oregon Department of Corrections
Attn: Fiscal Services/Accounting Section
3723 Fairview Industrial Drive SE, Suite 200
Salem, Oregon 97302

The following statement applies to Governmental entities when a party to this Agreement: By signature below, I/we on behalf of the government entity identified herein, hereby certify that, to the best of my/our knowledge, use of AIC labor under this agreement will result in a reduction in the cost of government.

Signature Approvals:

For **CUSTOMER:

By: _____

Date Signed: _____

For the Department of Corrections:

By: _____
Sandy Smith, Contracts Officer

Date Signed: _____

For the Department of Corrections:

By: _____
type name here, Superintendent

Date Signed: _____

DEPARTMENT OF CORRECTIONS JOB HAZARD ANALYSIS

Analysis Conducted by: Jack Lyons							Date: 12/06/2022	
Project Location: 2051 Kaen Rd. Oregon City, Oregon 97045							Department: ODOC / CCCF	
Project or Task: Park landscaping, trail maintenance, brush clean up, pulling noxious weeds around county parks property, trash pick-up and general maintenance.							Host Agency: Clackamas County Parks	
<p>Equipment and Tool list: 12/15 passenger van will be provided by ODOC. All power and hand tools are provided by Clackamas County. All hand tools must be in good working condition, handles should be sliver and damage free, heads attached tightly, wedged, shaped, sharpened and dressed. All power tools should in good working condition and maintained in accordance with the manufacture. Any chain saws will be used only by AICs trained by ODF and supervised by trained security staff with equal or greater training, for the use of unwonted brush clearing, and non-native or invasive plant brush removal, no AICs will use a chain saw in an unsafe manner. All tools and equipment must meet the guidelines as indicated in OR OSHA Divisions 2 subdivisions E and P. Division 7, subdivisions I, and D. Also, DOC policy 20.6.15. These divisions and policies refer to the requirements for tools, equipment, and PPE in general industry and forestry activities for various hand tools, backpack blowers, weed trimmers, hedge trimmers, chain saws and push mowers.</p>								
<p>Job Description: AICs will be landscaping, brushing, removing non-native invasive and cleaning grass foliage. General maintenance of County parks buildings, fence lines, parking areas and park property. Chainsaws for foliage around park property AICs must be DOC certified as an "A" faller and must have completed S-212 chainsaw training/safety to run a saw and supervised by trained security staff with equal or greater training. AICs will not fall any trees that are more than 8-inch DBH (depth at breast height).</p>								
LIST THE SPECIFIC HAZARD NOTED IN THE BOXES BELOW:								
	HEAD	EYES/FACE	SKIN	HAND	FOOT	HEARING	OTHER	PPE (minimum requirement) or Process/ Engineering control
FALL/TRIP/SLIP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gloves, hard hat, and eye protection while using hand tools and line trimmers. Properly fitted, heavy duty, lug sole, leather, work boot, 8-inch height minimum.
Description	Varied terrain around buildings and parking, muddy ground, and brush entanglement.							
ENTRAPMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nothing identified.
Description	None noted, any task presenting and entrapment hazard i.e., digging trenching etc., must be reviewed on a case-by-case basis and adhere to OSHA trenching/confined space regulations.							
NOISE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NIOSH NHR rated hearing protection based on sound levels exceed 85db. Generated by equipment verified by SLM testing.
Description	During times when sound levels exceed 85dba or power tools such as line trimmer and mowers are being used. During times when motorized equipment is being used such as mowers, hedgers, blowers, and power line trimmer is being used or within 25 Ft.							
DUST/VAPOR/FUMES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nuisance dust mask, depending on severity.
Description	Dust and pollen generated during brushing, mowing operations, and sweeping.							
ABSORPTION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Work uniform with long sleeve shirt, leather gloves, and latex gloves. All sharps should be handled using tools to isolate hands from direct contact. For example, using a trash grabber to pick up needles for disposal in a sharp's container. "Tecnu" wash should be available for immediate post exposure washing in suspected contact with poison oak.

Exhibit B

Description	Possible exposure to poison oak, biohazards, and sharps.							
ELECTRICAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pre task specific hazard eval, and public utility approval with appropriate permits.
Description	None Noted: Potential exposure when tree liming, trimming in proximity to power lines, any digging near underground power/utility lines. Before any trenching around any known buried electrical lines a call to locate must be done.							
CHEMICAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Per MSDS for product in use.
Description	AICs are not to use herbicide/pesticides and all other chemicals/products must be handled in accordance with the manufacture's requirements and PPE standards. Any deviation or new chemical usage must be evaluated on a case-by-case basis. MSDS are to be present at the work location for all products being used by DOC staff or AICs.							
WORKING SURFACE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Some work surfaces may slippery and may temporarily be unsafe due to weather conditions.
Description	Varied from asphalt/concrete to sloping vegetation, sand, dirt, mud, water. During extreme weather conditions some working surfaces may be temporarily unsafe to work on.							
POWER TOOLS / EQUIPMENT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Standard work uniform, and all PPE recommended by equipment manufacturer. Some PPE may be specific to an individual type of equipment i.e., chaps for hedge trimmer usage. Power and hand tool operators must be spaced at least 10 feet or further depending on hazard created by tool in use. All tools must be carried and used per training specific to each tool/equipment. Hearing Protection Hard Hat Safety Glasses
Description	Noise hazard, flying debris, cuts, and low branches.							
TRAFFIC / ROADWAYS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Standard work uniform, which includes a minimum of safety glasses and high visibility vest garments on an exposed persons and work crew sings.
Description	Varied from asphalt/concrete, gentle slope vegetation. If AICs are conducting work around roadways with traffic exposure, it is required that AIC will be wearing high visibility clothing.							
HOT & COLD CONDITIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Work uniform, rain gear, insulating clothing and head gear, access and monitoring of fluid and calorie intake, flexing of cool down/warm up, breaks based on weather conditions. Adjustment of calorie intake based on seasonal changes
Description	Inclement weather conditions both warm and cold leading to weather related injuries such as hyperthermia, hypothermia, frostbite, etc.							
12/15 Passenger van	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mandatory seatbelt usage when van is occupied, Follow NHTSA suggested guidelines for 15 passenger van usage.

Exhibit B

Description	12/15 passenger van travel on congested high-speed roadways, narrow rural and school roads.							
Equipment Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	AICs must be DOC certified as an "A" faller and must have completed S-212 chainsaw training/safety to run a saw and supervised by trained security staff with equal or greater training. AICs will not fall any trees that are more than 8-inch DBH (depth at breast height).
Description	No AIC will use a chain saw in a manner that exceeds their training. If the work crews will be utilizing chainsaws, a separate site inspection and JHA will need to be completed specific to that work site.							
Exposure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Safe lifting practices.
Description	Strains and sprains from lifting loads improperly from carrying, handling, and storing materials.							
Exposure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Postpone work during high winds, hard hats, eye protection.
Description	Falling limb, trees, flying debris and dense brush at eye/face level.							
WORKING SURFACE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Description								
WORKING SURFACE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Description								
CUSTODIAL SUPERVISION SPECIAL CONSIDERATIONS								
Crew Size	1 crew, consisting of 10 Adults in Custody (AICs) or 1 crew, consisting of 2 -5 (AICs) at a lower cost.							
Description	Work order projected staffing considerations.							
Sign Placement	Prison Work Crew signs will be always displayed during work.							
Description	Security staff will pay special attention to the AICs when working with the city, where it may be likely for families or children to be present.							
Law Enforcement Notification	Oregon State Police, Clackamas County Sheriff, and Oregon City Police Department.							
Description	AIC work crew-daily plan will be transmitted to law enforcement agencies.							
School District Notification	All Oregon City School district.							
Description	AIC work crew-daily plan will be transmitted to the Oregon City School district.							
Description								

Chemical and PRODUCTS				
CHEMICALS/PRODUCTS BEING USED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES LIST	PPE		MSDS	
	Y	N	Y	N
1. No others specifically noted at time of inspection. All chemical usage must meet PPE requirements of product manufacturer and an MSDS sheet must be available for review by DOC safety staff.	<input checked="" type="checkbox"/>	<input type="checkbox"/> Splash protection, chemical resistant gloves if hands are going to be exposed to fuel All hot power equipment must be allowed to cool before re-fueling, if fuel is spilled it should be cleaned up prior to equipment being re-started.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Gasoline oil mixer.	<input checked="" type="checkbox"/>	<input type="checkbox"/> All chemicals must adhere to OR-OSHA container labeling requirements. All PPE needs to be based on MSDS sheet requirements Safety Glasses.	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Exhibit B

NOTES: This is a general landscaping clean-up project. The most notable hazards being power equipment usage, traffic on roadway. AICs will be refueling powered equipment with gasoline. Fueling will be conducted in well-ventilated areas, outdoors. Always shut off the engine and allow cooling before refueling. Gasoline vapor pressure may build up inside the fuel tank depending on fuel used, the weather conditions and the tank venting. Remove cap carefully to reduce pressure buildup slowly. Check for fuel leakage. Please refer to the following list of OR-OSHA policies for further clarification, Subdivision 2 General Occupational Safety and Health Rules and Division 7 Forest Activities. Any projects deviating from the project description or new projects will require review by the CCCF Work Crew Coordinator, and a new JHA may need to be filed.

Signature: Jack Lyons **Date:** 12/06/2022
IWP Coordinator

Signature: _____ **Date:** _____
IWP Supervisor



OREGON DEPARTMENT OF CORRECTIONS COFFEE CREEK CORRECTIONAL INSTITUTION WORK SITE INSPECTION



CREW SUPERVISOR: _____

DATE: _____

LOCATION: _____

PROJECT: _____

AIC WORK CREW SIGN DISPLAYED:	<input type="checkbox"/> Y	<input type="checkbox"/> N	SUPERVISOR HAS PROJECT DESCRIPTION:	<input type="checkbox"/> Y	<input type="checkbox"/> N
AIC WEARING VESTS:	<input type="checkbox"/> Y	<input type="checkbox"/> N	SUPERVISOR HAS TRAINING ROSTER:	<input type="checkbox"/> Y	<input type="checkbox"/> N
AIC WEARING HARD HATS:	<input type="checkbox"/> Y	<input type="checkbox"/> N	SUPERVISOR HAS CURRENT JHA:	<input type="checkbox"/> Y	<input type="checkbox"/> N
AIC WEARING SAFETY GLASSES:	<input type="checkbox"/> Y	<input type="checkbox"/> N	SUPERVISOR ENFORCING SAFETY RULES:	<input type="checkbox"/> Y	<input type="checkbox"/> N
STAFF/AICSS WEARING PPE per JHA:	<input type="checkbox"/> Y	<input type="checkbox"/> N	PPE IN GOOD CONDITION:	<input type="checkbox"/> Y	<input type="checkbox"/> N
FOOD AND DRINK ADEQUATE:	<input type="checkbox"/> Y	<input type="checkbox"/> N	WORK IS CONSISTENT WITH PD/JHA:	<input type="checkbox"/> Y	<input type="checkbox"/> N
RESTROOMS PROVIDED:	<input type="checkbox"/> Y	<input type="checkbox"/> N	WORK PERFORMANCE ADEQUATE:	<input type="checkbox"/> Y	<input type="checkbox"/> N
RESTROOMS ADEQUATE:	<input type="checkbox"/> Y	<input type="checkbox"/> N	VEHICLE INSPECTION COMPLETED:	<input type="checkbox"/> Y	<input type="checkbox"/> N
HANDWASHING FACILITY	<input type="checkbox"/> Y	<input type="checkbox"/> N	AGENCY CONTACT PRESENT:	<input type="checkbox"/> Y	<input type="checkbox"/> N
NAME OF AGENCY CONTACT: _____					

EQUIPMENT/TOOLS BEING USED

POWER TOOLS			EQUIPMENT			HAND TOOLS		
PROPER USE/ GOOD CONDITION	Y	N	PROPER USE/ GOOD CONDITION	Y	N	PROPER USE/ GOOD CONDITION	Y	N
<input type="checkbox"/> 1 CIRCULAR SAW	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1 LAWN MOWER (RIDE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1 STREET BROOM	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2 DISC GRINDER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 2 LAWN MOWER (PUSH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 2 LOPPERS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 3 DRILL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 3 WOOD CHIPPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 3 PULASKI	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 4 CHAIN SAWS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 4 SPADE SHOVEL	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 5 WEED TRIMMER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 5 SQUARE SHOVEL	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 6 WELDER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 6 RHINE HOE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 7 EXTENTION CORDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 7 PICK	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 8 POLE SAW TRIMMER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 8 SPLITTING MAUL	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 9 BRUSH CUTTERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 9 HAND SAW	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10 LEAF BLOWERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 10 RAKES	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 11 BOW SAW	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 12 BANK BLADE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 13 MCLLOUD	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14 HEDGE SHEARS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15 PITCH FORK	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16 HAZEL HOE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17 HULA HOE	<input type="checkbox"/>	<input type="checkbox"/>

HAZARDOUS AREAS/MATERIALS

ARE STAFF OR AICSS WORKING IN A HAZARDOUS AREA OR WITH A HAZARDOUS MATERIAL? YES NO

IF YES, WHAT?

AREA/MATERIAL	PPE		MSDS	
	Y	N	Y	N
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INSPECTOR'S NAME: _____

SIGNATURE: _____

M17 - Adult In Custody (AIC) Work Review Protocol

The following protocol is intended to address the issue of displacement of the general public workforce by AIC workers and to guide your review with respect to the "viability" of potential AIC work crew partnerships.

Date: 10.27.22

Customer's Actual Business Name: Clackamas County Parks

New agreement Renewal

Public Private for profit Private non-profit Private non-profit with 501-c3
Explain if needed: _____

1. General Compensation: full-paid crew discounted rate crew free of charge crew/AIP treatment crew

Explain status: _____

2. Is the potential partner financially stable, i.e. length of existence, financial institution, credit history?

Yes No Source of information: _____

Explain status: Clackamas County is financially secure

3. Are there criminal history or legal compliance issues involved with this potential partner?

Yes No Source of information: _____

Explain status: No

4. Why is the employer seeking to partner with Oregon Department of Corrections for the use of AIC workers? (Description of past & current workforce availability)

Explain status: The Clackamas County Work Crew has been shut down indefinitely.

Clackamas County Parks is seeking the services of a state crew.

5. Is this partner seeking a "short-term or seasonal" or a "long-term" contractual relationship? Short-term Long-term

6. What is the proposed work to be accomplished?

Explain status: General park maintenance, such as grounds keeping and light maintenance. Work will be identical what is done at Oregon State Parks sites.

7. Is the work currently being performed? Yes No

a. If yes, how, and why is the employer proposing to add AIC workers?

Explain status: With no County work crew, the work is not being performed.

b. If not, why does the business want an AIC work crew?

Explain status: Due to the County Crew being shuttered, we have a need a work crew to assist with park maintenance.

8. What specific steps were taken to recruit, hire/retain a viable, general public workforce, bid for contractor etc.?

Explain status: Coffee Creek is currently the only option that meets our needs.

9. What documentation exists to substantiate the above activities?

Explain status: County work crew is shut down. Other work crews are outside of a reasonable commuting distance.

10. Is the displacement of the general public workforce or regular employees an issue in this partnership? Will the employer maintain open hiring processes for regular employees for the duration of the AIC work contract?

Yes No

Explain status: No displacement will occur.

NOTE: If there is displacement of regular employees **STOP**. Do not proceed with this contract. Call Central IWP for further discussion/action.

11. Are there specific and unique factors in the labor market area that have motivated the business to seek this work proposal? Yes No

Explain status: Lack of County work crew

12. Is there potential for adverse community reaction? Yes No

Explain status: _____

13. Will the work be performed, whether or not an AIC work crew assists with the project?

Yes No

Explain status: Work will not be performed in the absence of a work crew

14. Are there any products sold or shipped to customers outside of Oregon? Yes No

If "yes" explain (what products, states, etc): _____

NOTE: If there products sold or shipped outside of oregon **STOP**. Call Central IWP for further discussion/action.

****PRIVATE BUSINESS ENTITIES****

When and if a contract is entered into with a **private business entity**, this form in its entirety is to be reviewed/filled out with the contracting business.

You **may** need copies of proof of the following:

- Workers' Compensation insurance coverage for all subject workers where applicable

(Rev 08/2021/nec)

- General Liability Insurance with combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for bodily injury and property where applicable

New agreements or renewal of work orders (including community services) must have this form filled out and submitted to Central IWP for review and approval.