



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING

JUDGE GUY BOYINGTON BUILDING, 857
COMMERCIAL ST., ASTORIA

Wednesday, July 12, 2023

BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair
Courtney Bangs, Dist. 4 – Vice Chair
John Toyooka, Dist. 2
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

commissioners@co.clatsop.or.us

CONTACT:

800 Exchange, Suite 410
Astoria, OR 97103
Phone (503) 325-1000
Fax (503) 325-8325

www.co.clatsop.or.us

Join the meeting from your computer, tablet or smartphone ([Zoom link](#))

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 503 325 1000
Passcode: 384761

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at [public comment](#), emailing commissioners@co.clatsop.or.us or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

WORK SESSION: 5:00 PM

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.

Discuss Formal Agenda {5 min}

TOPICS:

- [1.](#) Presentation – Special Districts and Intergovernmental Entities {30 min} {Page 3}
-

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

BUSINESS FROM THE PUBLIC – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us by 3 p.m. on the day of the meeting.*

CONSENT CALENDAR

- [2.](#) Resolution & Orders Setting Assessments for Diking Districts 5, 11 and 14, for fiscal year 2023-24 {Page 21}
- [3.](#) Award of six-month contract to Bio-Oregon for purchase of fish food with option to renew for additional six months {Page 32}
- [4.](#) Board of Commissioners Minutes 5-24-23 {Page 36}
- [5.](#) Contract for the Westport Sewer Treatment Plant Operator {Page 42}
- [6.](#) Professional Services Agreement # C8403 with Dr. Thomas Duncan, M.D. for the Biennium July 1, 2023 through June 30, 2025 {Page 50}
- [7.](#) Custodial Service Contract {Page 54}
- [8.](#) Intergovernmental Agreement #180004-0 between Oregon Health Authority (OHA) and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2025 {Page 99}
- [9.](#) FY 23-24 ARPA Funding Agreement with LiFEBoat Services {Page 103}
- [10.](#) Project Turnkey – Columbia Inn Operating Agreement and Operational Plan {Page 121}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [11.](#) Approval of the Collective Bargaining Agreement {Page 145}
- [12.](#) Cost of Living Adjustment for Unrepresented Employees {Page 188}

GOOD OF THE ORDER

ADJOURNMENT

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

July 12, 2023

| | |
|----------------------|---|
| Topic: | Presentation – Special Districts and Intergovernmental Entities |
| Presented By: | Don Bohn, County Manager |

| | |
|-------------------------------|--|
| Informational Summary: | Local governments include counties, cities, special districts and intergovernmental entities. The following presentation provides an overview of special districts and intergovernmental entities. |
|-------------------------------|--|

Attachment List

A. Presentation



Clatsop County Introduction: Special Districts & Intergovernmental Entities

Presented by:
County Manager
Don Bohn

Date:
July 12, 2023



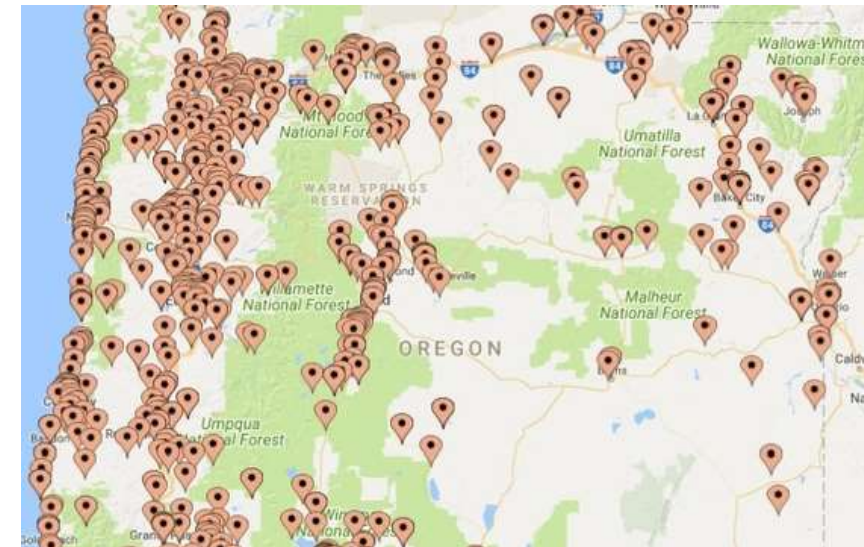
Local Government in Oregon by Type



Counties
36



Cities
241



Special Districts
1000 +



**Intergovernmental
Cooperation Entities**
62 +

Introduction:
Special Districts & Intergovernmental Entities

Date:
July 12, 2023



ORS 192

***Special Districts**

*Specific types of Special Districts
governed by various additional statute

ORS 451

County Service Districts

ORS 190

Inter- governmental Cooperation Entities/Agencies

Introduction:
Special Districts & Intergovernmental Entities

Date:
July 12, 2023



Special Districts

ORS 198

- A form of local government created by a local community to meet a specific need (service and service level). Limited to single service area
- Established by election of registered voters
- Independent legal entity – boundaries not dependent on county or city
- Elected governing body
- May issue bonds, impose taxes, levy assessments, and charge service fees
- By statute, 34 different types of special districts (over 1,000 in Oregon)



Types of Special District Services



911 Communications (ORS 403)

The Daily Astorian File Via AP



Most Common Types (Statewide)

Cemetery Maintenance - 38

Domestic Water - 97

Fire Protection - 252

Irrigation - 58

Parks & Rec - 53

Sanitary - 46

Soil & Water - 45

Special Road - 70

Water Improvement - 45

Others of Note:

Emergency Communication - 6

Health - 28





Special District - Statutory County Role

- **Formation**
- **Governing Board Appointments**
 - Limited situations, per governing statute
- **Dissolution/Merger**

Introduction:
Special Districts & Intergovernmental Entities



Clatsop County Special Districts

46 Active Special Districts

Within County Organization

- Road District #1
- Rural Law Enforcement



External to County Organization

- Education (8)
- Health Care (2)
- Mass Transit (1)
- Parks and Recreation (1)
- Port (1)
- Road (4)
- Rural Fire (13)
- Sanitary (4)
- Soil and Water Conservation (1)
- Urban Renewal (1)
- Water (8)



County Service District

ORS 451

- Master Plan and Special District approved by County Board of Commissioners. Not limited to single service area
- Special District governed by Board of Commissioners. Receives tax revenue based on approved permanent rate
- The service district may serve unincorporated areas or the entire County or portion therein.
- Requested by petition (and endorsement of Board of Commissioners) or Board of Commissioner Order
- Formation requires an election of district registered voters



County Service Districts – ORS 451

May be Established for the following purposes:

Agricultural
Extension Services

EMS

Roads

Diking and Flood Control

Law Enforcement

Sewage

Drainage

Library

Water Supply

Parks and Recreation

Introduction:
Special Districts & Intergovernmental Entities

Date:
July 12, 2023



Clatsop County Service Districts

4-H Extension Services



Westport Sewer District



Introduction:
Special Districts & Intergovernmental Entities

Date:
July 12, 2023



County Service District - Statutory County Role

- **Formation**
- **Governing Board Appointments**
 - Limited situations, per governing statute
- **Dissolution/Merger**

Introduction:
Special Districts & Intergovernmental Entities

Date:
July 12, 2023



Intergovernmental Entity ORS 190

- An intergovernmental entity may be created by two or more units of government through a written agreement (collaborative entity).
- Entity not typically governed by elected officers of the entity, but by people appointed by the various participating units of government.
- The governance framework can vary greatly and is determined by the founding governments.
- Non governmental stakeholders who have an interest in the public service can be appointed to the entity.



Why & When 190?

- The project or service is complex and no one government can effectively deliver
- There is an agreement between governments that an intergovernmental entity would be more efficient and/or effective than providing separately
- The arrangement will likely be long-term



Examples of 190's Statewide



**Association of
Oregon
Counties**



**Washington
County
Consolidated
Communication
Agency (WCCCA)**



**Umatilla Basin
Water
Commission**



**Council of
Governments
(Mid-Willamette
Valley Council of
Governments
and Lane Council
of Governments)**



**Coos Bay-
North Bend
Visitor and
Convention
Bureau**



**Mid-Columbia
Economic
Development
District**



**North Central
Public Health
District**

Introduction:
Special Districts & Intergovernmental Entities

Date:
July 12, 2023



Future 190's in Clatsop County?

Consolidated Emergency Communications



The Daily Astorian



Questions

Website

ClatsopCounty.gov

Phone Number

503-325-1000

Email Address

dbohn@clatsopcounty.gov

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Resolution & Orders Setting Assessments for Diking Districts 5, 11 and 14, for fiscal year 2023-24

Category: Consent Calendar

Presented By: Anthony Pope, County Counsel

Issue Before the Commission: In order for the Diking Districts to levy assessments for the tax year 2023-24, the Board of Commissioners must adopt an R&O establishing the levy amounts.

Informational Summary: ORS 551.100 requires that each year a diking district must file with the County Board of Commissioners an estimate of the monies required for the maintenance of dikes and dams for the succeeding year. The estimate shall be the basis for the tax levy for the district for the next year. Maintenance of the dikes are necessary.

Diking Districts 5, 11 and 14 are the only diking districts in Clatsop County that are governed by this statute. Each district at their regular annual meeting made a resolution for assessment, based upon their estimate of the costs for maintenance and repair of dikes and dams within its district, for the tax year 2023-24.

Fiscal Impact: The districts rely on this revenue for maintenance costs.

Requested Action:

“Approve the Resolution and Order making special assessments for Diking Districts 5, 11 & 14 for fiscal year 2023-24, and authorize the Chair to sign.”

Attachment List

- A. Resolution and Order
- B. Diking District 5, 11 & 14 Minutes

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF MAKING SPECIAL)
ASSESSMENTS FOR DIKING DISTRICTS) RESOLUTION AND ORDER
PURSUANT TO ORS CHAPTER 551)
5, 11 & 14 FOR FISCAL YEAR 2023-24)

WHEREAS, ORS Chapter 551 creates Diking Districts and provides for methods of improvements; and

WHEREAS, ORS Chapter 551 contains a provision for making levies to be placed upon the assessment roll of the County for the purposes of paying for the construction and maintenance of improvements within Diking Districts and that such levies are based upon the cost of such construction and maintenance and not upon the assessed valuation of the lands within the District; and

WHEREAS, by this method the landowner bears a proportion of the cost of the construction and maintenance that is related to his benefit from the District activities; and

WHEREAS, the amounts included in the Resolutions for Assessment of the landowners of Diking Districts 5, 11 & 14 adequately reflect the benefit to the properties within said District; and

WHEREAS, the assessment is to be treated by this Board as an assessment to be attached to the real property and not taxes upon the assessed valuation of the property; now, therefore

IT IS HEREBY RESOLVED THAT, the assessments for the fiscal year 2023-2024 upon all of the assessed property in each of the following Districts will be in the amount specified below:

DIKING DISTRICTS

ASSESSMENT AMOUNTS

| | |
|--------|---|
| No. 5 | \$100.00 per landowner |
| No. 11 | \$25.00 per acre or fraction thereof, and \$100.00 per building |
| No. 14 | \$20.00 per acre or fraction thereof, and \$35.00 per landowner |

Said assessments will be docketed in the lien docket of Clatsop County and may be placed upon the assessment roll for the 2022-2023 fiscal year; and

IT IS FURTHER RESOLVED that the Clatsop County Budget Officer will certify these assessments to the County Clerk and County Assessor and to the State Department of Revenue and shall file with each of them a copy of the budget as finally adopted.

ADOPTED this 12th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

ANNUAL MEETING MINUTES FOR DIKING DISTRICT # 5

CLATSOP COUNTY, OREGON

Minutes of Annual Meeting for Diking District # 5, Clatsop County, Oregon, held on
the 7 day of Nov, 2022 at 6:10 AM/PM.
Meeting Location: 92259 Front Rd.

Meeting held in pursuance of Notice of Annual Meeting of said landowners posted more than five days prior to the date of the regular meeting. Said Notice being posted in three public places in said District. The following landowners of said District were present:

Steve Bowers
Robin Hillard
Karl Travenšek

The meeting was organized by the selection of Steve Bowers as Chairman and
Robin Hillard as Secretary/Treasurer.

The meeting being organized, the Secretary read the minutes of the last annual meeting which were approved. Upon motion duly made, seconded and carried unanimously, it was resolved that the Advisory Board consists of the following landowners:

Steve Bowers
Robin Hillard
Karl Travenšek

Upon motion duly made, seconded, and carried unanimously, it was resolved that Steve Bowers be nominated and selected as Superintendent of said District for the fiscal year.

The Secretary/Treasurer gave a financial report as follows:

Cash on hand with the County Treasurer: trial balance \$125,412.00

Outstanding expenses: 0

Expenses not paid for lack of funds: 0

If said District received an inspection letter from the U.S. Army Corps of Engineers, briefly describe the nature of the inspection: none

Maintenance plans for the upcoming year: mow, check tide boxes and cut brush around tide boxes. Remove heavier sticks from drainage ditches leading to tide boxes cut blackberries where needed

Other business: _____

Upon motion duly made, seconded and carried, the following resolutions were past.

RESOLVED: That the landowners of Diking District # 5 and members of the Advisory Board of said District recommend that the Board of County Commissioners of Clatsop County, Oregon, levy a tax in the amount of \$ _____ per acre or fraction thereof, and \$ _____ per building for the 20__ - 20__ tax year on all land embraced in said District for the purpose of maintenance and repair of the dikes and payment of bills against the District. Voted to keep taxes same as last year.

RESOLVED: That the Secretary shall Certify and file a complete copy of this meeting, signed by the Chairman and Attested to by the Secretary, with the Board of County Commissioners of Clatsop County, Oregon, within five days after the date of this meeting.

RESOLVED: That the Meetings of the Advisory Board be held at the call of the Secretary.

There being no further business to come before the meeting, a motion was duly made, seconded and carried to adjourn. Meeting adjourned at 7:00 AM/PM on the 7 day of Nov, 2022

Approved:

Steve Bowess
Chairman

Attested:

[Signature]
Secretary/Treasurer

DIKING DISTRICT # 5

Contact information for the Superintendent and Advisory Board:

Steve Bowers 503-791 7037
Name Phone Number

92254 Front Rd
Mailing Address

Karl Travenshek (503) 298-9959
Name Phone Number

92215 Front Rd
Mailing Address

Robin Allard 503-440-7680
Name Phone Number

92222 Front Rd Astoria OR 97103
Mailing Address

Name Phone Number

Mailing Address

Name Phone Number

Mailing Address

2022-2023

ANNUAL MEETING MINUTES FOR DIKING DISTRICT # 11

CLATSOP COUNTY, OREGON

Minutes of Annual Meeting for Diking District # 11, Clatsop County, Oregon, held on

the 1st day of December, 2022 at 7:00 AM/PM.

Meeting Location: 43654 Hansen Lane - R Johnson home

Meeting held in pursuance of Notice of Annual Meeting of said landowners posted more than five days prior to the date of the regular meeting. Said Notice being posted in three public places in said District. The following landowners of said District were present:

| | |
|--------------------------|--|
| <u>members contacted</u> | <u>Ron Collman</u> |
| <u>Robert Johnson</u> | <u>Mark Kagala - City of Warrenton</u> |
| <u>Jason Lilley</u> | <u>Ted Warila</u> |

The meeting was organized by the selection of Robert Johnson as Chairman and Ron Collman as Secretary/Treasurer.

The meeting being organized, the Secretary read the minutes of the last annual meeting which were approved. Upon motion duly made, seconded and carried unanimously, it was resolved that the Advisory Board consists of the following landowners:

| | |
|-----------------------|--------------------|
| <u>Robert Johnson</u> | <u>Ron Collman</u> |
| <u>Jason Lilley</u> | <u>Mark Kagala</u> |

Upon motion duly made, seconded, and carried unanimously, it was resolved that None be nominated and selected as Superintendent of said District for the fiscal year.

The Secretary/Treasurer gave a financial report as follows:

Cash on hand with the County Treasurer: \$46,781.80

Outstanding expenses: NONE

Expenses not paid for lack of funds: NO

If said District received an inspection letter from the U.S. Army Corps of Engineers, briefly describe the nature of the inspection: NO

Maintenance plans for the upcoming year: Replace one 20' section of pipe
connecting banks may need to be replaced:
pipe cost \$2500 plus labor 4' diameter pipe.
to be replaced during the summer when good
daylight tides are available any other problems that
may arise.

Other business: approved bills from Cunningham Excavating \$740
and Ted Warren \$900 work done in November 2022
motion by Gann Litter, second Bob Johnson - carried

Upon motion duly made, seconded and carried, the following resolutions were past.
motion by Johnson, second by G Litter carried for inspection
by Ted Warren make repairs & maintenance as needed.


RESOLVED: That the landowners of Diking District # 11 and members of the Advisory Board of said District recommend that the Board of County Commissioners of Clatsop County, Oregon, levy a tax in the amount of \$ 25 per acre or fraction thereof, and \$ 100 per building for the 20 23 - 2024 tax year on all land embraced in said District for the purpose of maintenance and repair of the dikes and payment of bills against the District.

RESOLVED: That the Secretary shall Certify and file a complete copy of this meeting, signed by the Chairman and Attested to by the Secretary, with the Board of County Commissioners of Clatsop County, Oregon, within five days after the date of this meeting.

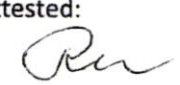
RESOLVED: That the Meetings of the Advisory Board be held at the call of the Secretary.

There being no further business to come before the meeting, a motion was duly made, seconded and carried to adjourn. Meeting adjourned at 8:00 AM/PM on the 1st day of December, 2022.

Approved:


Chairman

Attested:


Secretary/Treasurer

RESOLUTION FOR ASSESSMENT

RESOLVED: That this meeting estimates that it will be necessary to levy a tax of \$ 25.00 per acre,

or fraction of an acre; plus \$ 100 per building on all land embraced

in DIKING DISTRICT NO. 11 in Clatsop County, Oregon, for the purpose of paying for repairs

to be made on the dike; and the County Commission of Clatsop County is hereby requested to levy a tax

for said sum of \$ 25 per acre, or fraction of an acre plus \$ 100 per building

and that the Secretary of this meeting be, and he is hereby ordered and directed to serve a copy of this

Resolution upon the County Assessor and County Clerk of Clatsop County, Oregon

I, Ronald C Colman, Secretary of the meeting of DIKING DISTRICT NO. 11

held on the 1st day of December, 2022, in said district at 7:00 (AM PM)

hereby certify that the above and foregoing is a full, true and correct copy of the Resolution which was

adopted at said meeting.

Dated this 1st day of December, 2022

Ronald C Colman

Secretary

ANNUAL MEETING MINUTES FOR DIKING DISTRICT #14

CLATSOP COUNTY, OREGON

Minutes for Annual Meeting for Diking District # 14, Clatsop County, Oregon, held on the 6th day of June, 20 23 at 7:00 AM/PM.

Meeting Location: John Day Fire Station

Meeting held in pursuance of Notice of Annual Meeting of said landowners posted more than five days prior to the date of the regular meeting. Said Notice being posted in three public places in said District. The following landowners of said District were present:

| | |
|-------------------------|---------------------------|
| <u>James Cunningham</u> | <u>John Jolley</u> |
| <u>Phil Papworth</u> | <u>Daniel Green</u> |
| <u>Liz Jolley</u> | <u>Steve Rothenberger</u> |
| <u>Leonard Haglund</u> | <u>Nate Haglund</u> |

The meeting was organized by the selection of Leonard Haglund as Chairman and _____ as Secretary/Treasurer.

The meeting being organized, the Secretary read the minutes of the last annual meeting which were approved. Upon motion duly made, seconded and carried unanimously, it was resolved that the Advisory Board consists of the following landowners:

| | |
|---------------------------|---------------------|
| <u>Phil Papworth</u> | <u>Daniel Green</u> |
| <u>Steve Rothenberger</u> | |

Upon motion duly made, seconded and carried unanimously, it was resolved that

Leonard Haglund

Be nominated and selected as Superintendent of said District for the fiscal year.

The Secretary/Treasurer gave a financial report as follows:

Cash on hand with the County Treasurer: \$14,558.84

Outstanding expenses: 0

Expenses not paid for lack of funds: 0

Annual Meeting Minutes

Page 1

If said District received an inspection letter from the U.S. Army Corps of Engineers, briefly describe the nature of the inspection: N/A

Maintenance plans for the upcoming year: _____

- additional rock (smoothed out) and dirt on Phil Papworth's dike
- check all tide boxes

Other business: None

Upon motion duly made, seconded and carried, the following resolutions were passed.

RESOLVED: That the landowners of Diking District # 14 and members of the Advisory Board of said District recommend that the Board of County Commissioners of Clatsop County, Oregon, levy a tax in the amount of \$ 20 per acre or fraction thereof, and \$ 35 per landowner for the 2023 - 2024 tax year on all land embraced in said District for the purpose of maintenance and repair of the dikes and payment of bills against the District.

RESOLVED: That the Secretary shall Certify and file a complete copy of this meeting, signed by the Chairman and Attested to by the Secretary, with the Board of County Commissioners of Clatsop County, Oregon, within five days after the date of this meeting.

RESOLVED: That the Meetings of the Advisory Board be held at the call of the Secretary.

There being no further business to come before the meeting, a motion was duly made, seconded and carried to adjourn. Meeting adjourned at 7:35 AM/PM on the 6th day of June, 2023.

Approved: _____

Chairman

Attested: _____

Secretary/Treasurer

DIKING DISTRICT # 14

Contact Information for the Superintendent and Advisory Board:

Daniel Green 503-440-3951
Name Phone Number

38843 Hwy 30 Astoria, OR 97103
Mailing Address

Phil Papworth 503-381-1142
Name Phone Number

99932 Mantou Dr. Warrenton, OR 97146
Mailing Address

Steve Rothenberger 503-791-7038
Name Phone Number

92238 Claremont Rd Astoria, OR 97103
Mailing Address

Leonard Haglund 503-741-6824
Name Phone Number

39000 Hwy 30 Astoria, OR 97103
Mailing Address

Name Phone Number

Mailing Address

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Award of six-month contract to Bio-Oregon for purchase of fish food with option to renew for additional six months

Category: Consent Calendar

Presented By: Steve Meshke, Natural Resources Manager

Issue Before the Commission: Every year Clatsop County Fisheries purchases more than \$100,000 in fish food, requiring contract approval by the Board of Commissioners.

Informational Summary: Clatsop County Fisheries has worked closely with Bio-Oregon since its inception in 1976. Due to the lack of large freezer/storage space, frequent smaller orders shipped from less than 75 miles away are necessary to meet production needs of the program. A contract for purchasing fish food is exempt from competitive bid requirements as per Public Contracting 12.2.5(E).

Fiscal Impact: The amount of this contract is included in the approved FY 2023-24 budget and is funded by grants from the Bonneville Power Administration, Oregon Dept. of Fish and Wildlife, and fishermen assessment contributions. If the additional six-month renewal makes the total contract for the fiscal year exceed the approved budget amount of \$106,770, then a Resolution and Order will be prepared to revise the budget. Each six-month period will operate from a separate mutually agreed upon feed price list.

Requested Action:

Approve contract C8377 with Bio-Oregon for July 1 – December 31, 2023 and authorize the County Manager to sign the original contract and six-month extension for the period January 1 – June 30, 2023.

Attachment List

A. C8377 Bio-Oregon Inc.

CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 410

Astoria, Oregon 97103

An Equal Opportunity Employer

Contract No: **C8377**

Clatsop County Contract for Materials

This Contract is by and between **Clatsop County (County)** and **Bio-Oregon, Inc. (Contractor)**. Whereas **County** has need of the materials which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed **\$106,770.00** to be paid to **Contractor** by **County**, **Contractor** agrees to provide the materials below for the period July 1, 2023 through December 31, 2023 according to the price list in **Exhibit A**. There will be an option to extend the Contract time period for six months from January 1, 2024 through June 30, 2024 inclusive, with a new price list mutually agreed to. Total annual Contract amount will not exceed **\$106,770.00**.

A. The Materials:

Fish food as needed by **County** in accord with prices set forth in **Exhibit A**.

B. Payment Terms:

County will pay within 30 days of receipt of an invoice satisfactory to **County**. Invoices are to be itemized by feed size, feed type, medication and pounds of feed **Exhibit B**.

C. Other Considerations:

Contractor agrees to comply with all provisions applicable to subcontractors under the County's contract with the United States of America by and through Bonneville Power Administration, contract #90961 dated October 1, 2022, and attached hereto as **Exhibit C**.

D. Miscellaneous:

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State, and local laws,

rules and regulations. All provisions of ORS 279B.220 through 240 (Public Contracts and Purchasing) are incorporated herein to the extent applicable.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", **Contractor** will not receive any benefits normally accruing to **County** employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Non-assignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Warranty.** **Contractor** warrants that its product meets or exceeds the required **County**

standards and specifications.

13. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws described in ORS 305.380(4).

14. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability and Automobile Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$100,000 for property damage and a minimum of \$500,000 per person for bodily injury and no less than \$1,100,000 for each occurrence. In addition, all such insurance shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**.

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Manager.

FOR COUNTY:

Signature

Date

Name/Title

FOR CONTRACTOR:

Signature

Date

Name/Title

Address: 1140 Industrial Way

Longview, WA 98632

**Clatsop County
Board of Commissioners
Minutes
Wednesday, May 24, 2023**

REGULAR MEETING: 6:00 PM

FLAG SALUTE

The Pledge of Allegiance was recited.

ROLL CALL

PRESENT

Commissioner Pam Wev
Commissioner John Toyooka
Vice Chair Courtney Bangs
Chair Mark Kujala

ABSENT

Commissioner Lianne Thompson

AGENDA APPROVAL

Motion made by Vice Chair Bangs, Seconded by Chair Kujala to approve the agenda as presented.

Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

PROCLAMATION

1. Proclaiming May 29, 2023 as Memorial Day recognizing all those who have made the ultimate sacrifice to our nation {Page 3}

Carl Wiley, Veterans Service Officer, noted his military background and said he was honored to support veterans in Clatsop County. He introduced the proclamation, providing a brief history of Memorial Day and listed ideas for celebrating the holiday.

Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to support the Resolution and Order proclaiming May 29, 2023 as Memorial Day.

Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

Chair Kujala read the proclamation.

2. Older Americans Month Proclamation {Page 5}

Larry Miller, Astoria Senior Center, spoke about the Senior Center facility and the purpose of Older Americans Month.

1 *Motion made by Commissioner Wev, Seconded by Vice Chair Bangs to approve*
2 *the Resolution and Order proclaiming May 2023 as Older Americans Month and*
3 *authorize the Chair to read then sign the proclamation.*

4 *Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs,*
5 *Chair Kujala*

6 Chair Kujala read the proclamation.

7 **BUSINESS FROM THE PUBLIC**

8 Rick Bowers, 357 Commercial Street, Astoria, shared information about the Department
9 of Housing and Urban Development (HUD) program Housing First, a controversial
10 housing model pioneered in the 1990s. The program's model begins with permanent
11 supportive housing and has three major components, consumer choice, community
12 based mobile support services, and permanent scatter site housing. Housing first has
13 been shown to be more effective than the traditional model. A study stated that
14 individuals assigned to the housing first group spent 80 percent of their time stably
15 housed compared to individuals assigned to treatment first after two years. Many other
16 studies have confirmed these results. The chronically homeless are frequent fliers in
17 emergency rooms and jails and he did not know of any program in the county that was
18 based on housing first.

19 **CONSENT CALENDAR**

20 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*
21 *approve the Consent Calendar.*

22 *Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs,*
23 *Chair Kujala*

25 3. Approve the 2022-23 Budget and Appropriation Adjustments {Page 7}

26 4. Intergovernmental Agreement #179187-0 with Oregon Health Authority (OHA) for
27 the Biennium July 1, 2023 through June 30, 2025. {Page 12}

28 **COMMISSIONER'S LIAISON REPORTS**

29 Commissioner Toyooka reported on the regional housing meeting and noted that
30 permanent supportive housing meant the location was permanent, not the residents. A
31 permanent location with services available helps people get out of homelessness. He
32 also spoke about why Memorial Day was important to him personally and encouraged
33 people to remember members of the military and veterans every time they say the
34 Pledge of Allegiance, and not just on Memorial Day.

35 Commissioner Wev reported on the Columbia River Estuary Conference. Most of the
36 presentations were given by federal and state agency researchers studying the estuary.
37 She learned that there was now a map of all of the tide gates in Clatsop County that had
38 been assessed. She also learned about salmon recovery and the non-listing of Coho.

39 Vice Chair Bangs reported that the Northwest Senior and Disability Services budget
40 was completed early and the FTLC meeting had been cancelled because there were no
41 new modeling updates to provide.

Chair Kujala thanked members of the special districts, advisory committees, the budget committee and Staff for a smooth budget process. Budgeting concluded last week and the budget would be approved next month.

COUNTY MANAGER'S REPORT

County Manager Bohn reported that Staff worked to improve the budget process each year and there were some challenges ahead. Starting the next budget process in a couple of months would help the county chart out strategies and make decisions based on the best information available at the time. He also reported that certification of the election would come out on June 12th.

BUSINESS AGENDA

5. Annual Update to Strategic Plan 2021 (FY 23-24 Priorities) {Page 50}

Amanda Rapinchuk, Management Policy Analyst, presented the Staff report on the proposed updates to the Strategic Plan.

Commissioner Wev appreciated that the updates were very clear and thorough and she was frustrated that the County did not have the funds to complete all of the Tier 1, Tier 2, and Tier 3 items. She also appreciated that the County Manager was developing plans for each department and hoped to receive reports on the implementation of each plan. Finally, she commended Ms. Rapinchuk for tracking the legislature.

Vice Chair Bangs requested a mathematical presentation on how well contracting for the strategic planning work had served the community. She wanted to show the public that the government was being effective with their time and money.

Commissioner Toyooka appreciated that tiers were used to prioritize what the County wanted to accomplish because each district provided input.

County Manager Bohn noted that strategic planning was ongoing and required resetting when unanticipated things occurred. This allows the County to stay on top of the needs of the community. The plan is intended to be flexible and he believed projects not included in the plan would be on the list of successes at the end of the year.

Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka adopt the proposed annual update to the Strategic Plan for 2021.

Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

6. Ambulance Service Area Advisory (ASAA) Committee Appointments {Page 70}

Tiffany Brown, Emergency Services Manager, presented the Staff report on appointments to the ASAA Committee.

Motion made by Commissioner Wev, Seconded by Vice Chair Bangs to appoint Shelly Solum, Kyle Gorman, Bonnie Thompson to the citizen positions, Kathy Gantz to the ex-officio registered nurse position, and Brian Alsbury to the ex-officio fire representative position, each with terms expiring 6/30/2026 and to

1 *reappoint Jill Tillotson to the registered nurse position with a term expiring*
2 *6/30/2025. These terms will begin 7/1/2023.*
3 *Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs,*
4 *Chair Kujala*
5

6 7. Appeal of Hearings Officer Decision – JJG ORE LLC Variance {Page 82}

7 Chair Kujala stated that on March 22, 2023, the Commission decided to hear the
8 appeal on the Hearings Officer's decision concerning Variance Application 22-
9 000318 by JJG ORE LLC with the scope of review restricted to the record made
10 by the Hearings Officer. Citing the Clatsop County Land and Water Development
11 and Use Code Section 2.2220, he listed the specific items that the review was
12 restricted to, noting that no public testimony or new evidence would be received.
13 He confirmed that no Commissioner had a conflict of interest or ex parte contact
14 to declare.

15 Ian Sisson, Senior Planner, presented the Staff report on the appeal and
16 reviewed the criteria for a variance. He noted that if the Commission decided to
17 modify or reverse the Hearings Officer's decision or remand the issue back to the
18 Hearings Officer, Staff would need the Commission's findings to support their
19 decision.

20 Vice Chair Bangs asked if the existing number of bedrooms and square footage
21 of the house was the same as what was planned. Planner Sisson said the
22 existing home was 1,677 square feet and the proposed square footage was
23 1,706 square feet. According to Assessor records and the Applicant, the existing
24 home has four bedrooms and the proposed floor plan would also have four
25 bedrooms.

26 Commissioner Toyooka believed the configuration was appropriate for someone
27 who wanted to convert a two-story home to a one-story home because they were
28 getting older. He asked if the Commission could consider that. Planner Sisson
29 explained that reasonable use of the property was not determined by the owner
30 of the property and was agnostic of the occupant.

31 Chair Kujala reminded Commissioners what they were to be deliberating.

32 Commissioner Toyooka asked if the lot abutted right up to the current walkway.
33 Planner Sisson said he could not tell where the property line was on the
34 photograph. He displayed a map and explained that the north property line was
35 in between the 6-foot wide public pathway and the side yard with the requested
36 variance, which is 4-feet wide. The required setback is 10 feet.

37 Chair Kujala called for Commission discussion and deliberation.

38 Vice Chair Bangs believed that reasonable use is a matter of opinion and her
39 opinion differed from the Hearings Officer's. The family purchased a house with
40 four bedrooms because they needed four bedrooms and it did not seem logical
41 or reasonable to reduce that footprint. The proposed square footage is very
42 similar to the existing square footage and reducing the number of bedrooms

1 would be a significant hardship. She appreciated that the Staff report was
2 objective and thorough.

3 Chair Kujala affirmed the Hearings Officer's decision because the criteria was not
4 met.

5 Commissioner Wev believed the County's zoning and regulations needed some
6 work. In this case, the Applicants paid attention to sea level rise and she believed
7 the proposal was very creative. The Staff report was excellent and considered all
8 of the proper elements. She would vote to confirm the Staff report and reverse
9 the ruling. She had walked the property and did not understand the objections
10 based on views.

11 Commissioner Toyooka asked about the variance requirements.

12 Planner Sisson explained that it was the Applicant's burden to show that the
13 requested variance was the minimum necessary to have reasonable use of the
14 land. The 6-foot public pathway separates two properties and the Applicants
15 argue that the intent of the 10-foot setback is met by the proposed 4-foot setback
16 plus the 6-foot public pathway, which gets them 10 feet away from the neighbor's
17 property line. The Hearings Officer found that the setback requirement is not to
18 the neighbor's property line, it is to the property line of the subject property, and
19 that the Applicant did not meet their burden to demonstrate that they would not
20 have reasonable use of the property.

21 Commissioner Toyooka recalled that ODOT had approved a variance from a 10-
22 foot setback from the sidewalk because the variance had no impact on the
23 sidewalk. He asked if the County's Code referred to negative impacts created by
24 changing the distance.

25 Planner Sisson stated that one of the criteria was that the proposed variance was
26 not injurious to the public. No one made a case that it would be dangerous to
27 have a building so close to the sidewalk. The Staff report and the Hearings
28 Officer's decision said the variance would not be injurious to the public, but the
29 request did not meet the other criteria.

30 Vice Chair Bangs believed variances were only for environmental or neighboring
31 properties. She assumed a variance was a setback from a neighboring property
32 or an environmental setback to protect an environmental concern.

33 Planner Sisson clarified that the zone's setback was measured to the property
34 line of the subject property, not to the neighbor's property. The Code citation was
35 included in the Staff report.

36 Vice Chair Bangs said the planning of the home thoughtfully considered the new
37 buildings codes and new concerns brought up in recent history. The plan
38 creatively took all of those hazards into account.

39 *Motion: "I move to reverse the Hearings Officer's decision on the grounds of the*
40 *entire Staff report and matter of opinion in regard to reasonable use and*
41 *significant hardship."*

*Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.
Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs,
Chair Kujala*

PUBLIC HEARING

8. Scheduling a Public Hearing regarding the Dissolution of the Skipanon Water Control District {Page 91}

Anthony Pope, County Counsel, noted that the Commission needed to take public comments before taking action.

Chair Kujala opened the public hearing and called for public testimony.

Counselor Pope said this was the final public hearing and the purpose was to have a vote.

Chair Kujala closed the public hearing and called for Commission discussion.

Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve the dissolution of the Skipanon Water Control District.

Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

Commissioner Wev requested a press release be published about the dissolution of the special district, explaining how the dissolution came to be and what special districts are.

County Manager Bohn responded that the Commission should discuss the issues with special districts. Multiple statutes guide the County's role in special districts. He recommended a work session allowing Staff to present on the types of special districts and how they are organized.

Commissioner Toyooka noted that Commissioners were receiving questions about what was going on with the transportation special district. He believed public affairs involvement would help people understand how special districts worked and what the County's role was.

GOOD OF THE ORDER

There was nothing for the good of the order.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:12 pm.

Approved by,

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Contract for the Westport Sewer Treatment Plant Operator
Category: Consent Calendar
Presented By: Dean Keranen, County Engineer

Issue Before the Commission: Contract with Colin Phillipps for the management, operation and maintenance of the Westport Sewer plant.

Informational Summary: The County manages the Westport Sewer Service District, which requires a licensed operator in order to comply with State DEQ regulations. Colin Phillipps is a licensed operator who is qualified to provide the management, operation and maintenance of wastewater treatment facilities. Mr. Phillipps was hired in August of 2022 after a request for quotes was advertised. Mr. Phillipps has done an excellent job for the past year and County staff anticipates that he will continue to provide this type of service in the future. Mr. Phillipps monthly rate will increase by \$150 to reflect a 5% increase.

Fiscal Impact: These services are budgeted in and paid by the Westport Sewer Service District fund at a total cost of \$37,800.

Requested Action:

Approve the contract with Colin Phillips and authorize the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract with Colin Phillipps

WESTPORT SEWER SERVICE DISTRICT

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between Westport Sewer Service District (County) and Colin Phillipps (Contractor). Whereas County has need of the services which Contractor has agreed to provide; and

Whereas, the COUNTY is currently engaged in operating a wastewater treatment plant and requires a contractor to conduct the operation; and

Whereas, the State of Oregon requires the COUNTY, through its NPDES permit, to maintain established water quality standards of its secondary effluent, discharging to State receiving waters, through efficient management, operation and maintenance of the wastewater treatment plant. The Contractor is aware of the most current issues including the incidences of low pH; and

Whereas, the Contractor specializes in the management, operation and maintenance of wastewater treatment facilities and the Contractor is certified by ODEQ to operate County facilities and collection systems; and

Whereas, the COUNTY interest of staffing, costs, convenience and efficiency will be furthered by participating in this agreement; and

Whereas, the cooperation embodied in this Agreement will further the joint efforts of the parties to improve State water quality and will foster and enhance public/private partnership in responsible management and natural resources.

NOW THEREFORE, in consideration of the sum not to exceed \$37,800.00 to be paid to Contractor by County, Contractor agrees to perform between August 1, 2023 and July 31, 2024, inclusive, the following specific professional services:

See Scope of Work attached hereto as Exhibit A and by this reference incorporated herein.

Payment Terms: In accordance with Exhibit A attached hereto.

1. COMPLETE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement
2. WRITTEN NOTICE. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including

an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

4. COMPLIANCE. Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement, including indemnity for environmental contamination and fines incurred as from regulatory agencies as a result of such contamination, to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability and Automobile Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$100,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than

\$1,500,000 for each occurrence. In addition, all such insurance shall name County, its Directors, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County.

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, they shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
 - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon thirty (30) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Directors of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by the County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. **OWNERSHIP AND USE OF DOCUMENTS.** The documents prepared by Contractor for this project are the property of District and, unless otherwise provided, County shall retain all common law, statutory, and other reserved rights. Contractor shall be permitted to retain copies, including reproducible copies, of the documents prepared by Contractor for information and reference in connection with County's use and occupancy of the project. All materials prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

FOR COUNTY:


Signature

Date

Printed Name

Title

FOR CONTRACTOR:



Signature

Date

6-20-23

Colin Phillipps

Printed Name

Wastewater Treatment Operator

Title

EXHIBIT A SCOPE OF SERVICES AND PAYMENT TERMS FOR
MANAGEMENT, OPERATION AND MAINTENANCE OF WESTPORT SEWER SERVICE
DISTRICT in CLATSOP COUNTY, OREGON

1. Services

- A. Management, operation and maintenance will be provided by the Contractor.
- B. The COUNTY will assist with communications and correspondence to state and federal agencies regarding the wastewater treatment plant and collection facilities.
- C. The COUNTY engages the Contractor to perform all services necessary to ensure compliance with NPDES Permit #101520, and perform routine management, operation and maintenance tasks to insure proper operation and maintenance of the wastewater treatment plant. Routine management, operation, and maintenance include but are not limited to:

1. Management:

- a. Preparation and filing of routine reports to regulatory and administrative bodies that are established requirements as of the date of this Agreement and of the Operation and Maintenance manual. Write or update the QA/QC Manual. Copies of all reports will be provided to COUNTY no later than the 9th of each month.
- b. Ordering of supplies and equipment for the day-to-day operation of the wastewater treatment plant via the COUNTY approved purchase order system. Contractor may cover expenses during an emergency event and submit to the COUNTY for reimbursement.
- c. Develop, obtaining requisite approvals, and implement Biosolids Management Plan and Spill Response Plan.
- d. Prepare reapplication for NPDES Permit.
- e. Prepare monthly Net DMR submittals and submit them electronically to DEQ.

2. Operations:

- a. The routine collection and analysis of samples for the NPDES permit compliance and process control monitoring. Report any E-Coli amounts outside of permitted levels to County Public Works Director, Assistant Public Works Director or County Engineer within 24 hours.

- b. Day-to-day operations and control of all the equipment involved in the wastewater treatment plant as per the Operation and Maintenance manual. (Except the UV system, which County will maintain.)
- c. The Contractor shall ensure that its operations personnel are licensed as required by applicable laws and regulations.
- d. On call status shall be provided by the Contractor to cover emergency situations 24 hours a day, 365 days a year.
- e. County must preapprove all septic pumping services. Contractor must maintain all County pumping service records.
- f. Inspect and review wastewater treatment plant operations and manuals so that proper operation can be achieved. Any variation of manufacturer's procedures will need approval of the Manufacturer and County Engineer.
- g. Perform and evaluate field and laboratory tests for control and compliance.
- h. Maintain records of waste flow, treatment plant and pump station operation and maintenance activities.
- i. Check equipment such as pumps, motors, UV equipment, generators, gauges and related sewer system equipment for proper operation. Report any defects or operation problems to County. (All maintenance of equipment will be coordinated by Clatsop County Public Works).
- j. Maintain Orenco Pods according to maintenance manuals. Provide a cleaning and maintenance schedule for the pods. Weekly check Spray nozzles for buildup and remove as necessary. Monthly check Media for bridging and clean if necessary.
- k. Maintain physical security and perform routine custodial duties to keep the building, furnishings and grounds in good appearance.
- l. Expose septic tank covers for inspection and /or pumping. Coordinate with pumping contractor.
- m. All purchases and expenditures need to be approved in advance by the County Public Works to make sure they are within the budget amounts.

- n. Hiring of contracted services such as pumping will be performed by the County Public Works, following public contracting requirements and secured with a County contract.
- o. UV equipment maintenance, repairs and diagnostics will be performed by Public Works personnel. Replacement of bulbs and cleaning of bulbs and UV units shall be done by the operator.
- p. All pumping will be preapproved by the County and a record of the date, amount and location of the pumping will be provided to the Public Works office on forms provided.
- q. Any unusual occurrences such as breakage, accidents, power outages, equipment breakdown, vandalism, potential flooding, unusual flow levels, or similar incidents, should be reported to the County Engineer, Public Works Director or Assistant Public Works Director as soon as practicable by phone to the Public Works office, or after hours, to their cell phones.

3. General:

- a. Attend meetings with Clatsop County representatives and prepare and deliver a status reports as necessary.
- b. Maintain the County's files pertaining to operation and maintenance of facilities.
- c. Coordinate any visits to the County by regulatory agency staff.

2. Compensation

A. The COUNTY shall pay the Contractor \$3,150.00 per month for services provided under this Agreement, due on the last day of each month commencing the first month after signing of this agreement.

3. Costs

A. The Contractor shall be responsible during the term of this Agreement for the following costs: Provisional of personal protection equipment, Office and Janitorial Supplies, Vehicles and related Fees, Gas, Insurance and Maintenance, Cell phone, travel expenses, Memberships, Professional license fees, Training and Uniforms.

B. The County shall be responsible during the term of this Agreement for all costs and functions other than routine operations of the wastewater treatment plant. All purchases of equipment or supplies by Contractor must be pre-approved by County.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Professional Services Agreement # C8403 between Dr. Thomas Duncan, M.D. and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2025.

Category: Consent Calendar

Presented By: Jiancheng Huang, CCDPH Director

Issue Before the Commission: Request of Authorization for County Manager to approve Professional Services Agreement # C8403 between Dr. Thomas Duncan, M.D. and Clatsop County Department of Public Health as required by ORS 294.338 for a total of \$42,120.

Informational Summary: The PSA awards funds for continuation of the following:

- Dr. Duncan will act as Medical Director for CCDPH including provision of professional oversight of registered nurses and other public health related County Health Officer/Medical Director duties for FY23/24.
- Dr. Duncan has been the County Health Officer for over 20 years.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Public Health Agencies. This Agreement is in the amount of \$42,120.00 for the fiscal year ending 6/30/2024. This expenditure is included in the FY 2023-24 budget, therefore an R&O is not needed.

Requested Action:

Approve PSA # C8403 for \$42,120.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the County Manager to sign any subsequent amendments between Dr. Duncan and Clatsop County Department of Public Health.

Attachment List

A. Copy of Professional Services Agreement # C8403 for a total of \$42,120.00



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8403

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Thomas Duncan, M.D.** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$ 42,120 to be paid to Contractor by County, Contractor agrees to perform between date of July 1, 2023 and June 30, 2024, inclusive, the following specific personal and/or professional services:

Act as Medical Director for the Clatsop County Department of Public Health including provision of professional oversight of registered nurses and other public health related County Health Officer/Medical Director duties. Contract is for six (6) hours of work per week.

Payment Terms: \$135.00 per hour, paid monthly following receipt of invoice from Contractor.

All terms on the reverse side of this document are hereby made a part of this agreement.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Thomas Duncan 6/26/23
Signature Date

Medical Officer
Title

511 Jerome Ave
Address

Astoria OR 97103
City State Zip

1. **COUNTY MEDICAL DIRECTOR.** Contractor shall serve as the County Health Officer/Medical Director.
2. **LIABILITY.** During and within the scope of performance of the County Health Officer/Medical Director duties, Contractor shall function as an agent of County solely for purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.300.
3. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
4. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
5. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts) are incorporated herein to the extent applicable to personal/professional service agreements.
7. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
8. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
 - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of

similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

19. MEDICAL MALPRACTICE INSURANCE. For the term of this agreement, the County shall provide at County's cost medical malpractice insurance coverage for Contractor. The malpractice coverage would apply to any duty while performing public health medical duties under this contract and to any alleged act of malpractice that occurred during this contract period

20. MEDICAL LICENSE AND DEA FEES. For the term of this agreement, the County shall reimburse the fees for the Contractor's Oregon State's Medical License and the Federal Drug Enforcement Agency Certificate.

21. TRAVELS TO ATTEND PROFESSIONAL CONFERENCES. For the term of this agreement, the County shall cover mileage, registration fees, lodging, and per diem for Contractor to attend professional conferences, including the salary for the hours of conference events. These events shall be pre-approved by the County prior to attendance.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Custodial Service Contract
Category: Consent Calendar
Presented By: Chris Martin, Facility Operations Supervisor

Issue Before the Commission: Approval of Custodial Services Contract with NW Facility Solutions to provide custodial cleaning services beginning August 1, 2023 through July 31, 2025.

Informational Summary: The contract for custodial cleaning services has been with NW Facility Solutions for several years. The State and County procurement rules require that we issue a new Request for Proposals. The County has gone through the process of issuing a Request for Competitive Sealed Proposals.

We advertised in the local newspaper on June 3, 2023 and placed the RFP on the County web site. We also held a mandatory walk through of our facilities on June 9, 2023, two contractors attended this event.

We received two responses to our request for proposals. The proposers are Cleaning Witch, LLC and NW Facility Solutions, Inc. We did not receive a quote from a Oregon Forward Contractor, formerly QRF (Qualified Rehabilitation Facility). The proposer with the highest score and lowest cost was NW Facility Solutions.

The contractor will provide custodial cleaning services to the Public Services Buildings (800 & 820 Exchange); and the Jail Building in Warrenton. We use county staff to clean the Courthouse and the Boyington Buildings.

Fiscal Impact: The proposed cost is within the budgeted amounts for custodial services for the next fiscal year. The cost for the each of the next two fiscal years is \$73,800 (per year) for regular services, plus an additional \$7,500 for optional extra services. The extra services include carpet cleaning, window cleaning and any other cleaning type services we may direct the contractor to perform. There is also an additional \$2,214 for the possible 3% price increase the second year.

An additional year may be added to the contract based on negotiations with the contractor, prior to the end of the contract period.

The total for the next two fiscal years is \$164,814.

Requested Action:

Approve the contract with NW Facility Solutions, Inc. in the amount of \$164,814 to provide Custodial Services; for the next two fiscal years and authorize the County Manager to sign any amendments."

Attachment List

- A. Contract and Insurance Certificates
- B. Request for Proposal
- C. Proposal from NW Facility Solutions



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8409

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **NW Facility Solutions, LLC**. ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$164,814 to be paid to Contractor by County, Contractor agrees to perform between August 1, 2023 and July 31, 2025, inclusive, the following specific personal and/or professional services:

Provide Custodial Services at 800 & 820 Exchange St., Astoria (\$61,200 per year) and the County Jail at 1250 SE 19th St., Warrenton (\$12,600 per year). Per the attached, "Request for Competitive Sealed Proposals" Document, "Exhibit C". There is an additional \$7,500 for optional extra services per year and an extra \$2,214 for the possible price increase the second year.

An additional year may be added to the Contract based on negotiations with the Contractor, prior to the end of the Contract period.

Payment Terms: Monthly installments.

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;

- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

(approved by County Counsel)

(Contractor's Initials)

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Signature Date

Title

Address

City State Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Cody Felder(7322375) 11505 SW Pacific Hwy Unit B Tigard OR 97223 | | CONTACT NAME: CODY FELDER PHONE (A/C, NO, EXT): 503-596-2810 FAX (A/C, NO): 503-546-1848 E-MAIL ADDRESS: cfelder@farmersagent.com | |
| INSURED NW FACILITY SOLUTIONS INC 15560 SW Pleasant Hill Rd SHERWOOD OR 97140 | | INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange NAIC # 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDTL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | 606646517 | 01/19/2023 | 01/19/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 607023257 | 01/20/2023 | 01/20/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ |
| | DED RETENTION \$ | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTHER \$ |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER Clatsop County 800 Exchange st STE 222 Astoria OR 97103 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anthony Windsor</i> |
|---|--|



REQUEST FOR COMPETITIVE SEALED PROPOSALS

for

Clatsop County - Custodial Cleaning Services 2023-25

Issued by:

Clatsop County
Building and Grounds
2023

Proposals Due Date: 1:00 p.m. June 15, 2023

Clatsop County Request for Proposals Custodial Cleaning Services

Addenda will be published on the County's website at
<https://www.clatsopcounty.gov/rfps>
Contractor is responsible for checking website for addenda.

Custodial Services

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Floor plans for buildings available as a separate PDF document. Note due to security the Jail plans will not be available on line and will be handed out at the Pre-Proposal Meeting.

PART I

GENERAL INFORMATION FOR CONTRACTORS

1. Purpose:

This Request for Proposals (RFP) provides interested parties with sufficient information to enable them to prepare and submit a Proposal for Custodial Cleaning Services for consideration by Clatsop County, hereinafter known as "County" located in Astoria, Oregon.

2. Issuing Office:

This RFP is issued by Clatsop County / Building & Grounds, Astoria, Oregon. The issuing office is the sole point of contact for this RFP. Questions or requests for clarification regarding this RFP must be submitted to: David Dieffenbach, Capital Improvement Projects Manager, 800 Exchange St., Suite 222, Astoria, OR 97103. Phone (503) 338-3695. Fax (503) 325-8606, ddieffenbach@clatsopcounty.gov.

The RFP and Addenda will be posted on the County web site at
<https://www.clatsopcounty.gov/rfps>

3. Scope:

This RFP contains instructions governing the response to be submitted and the material to be included, a description of the services to be provided, selection criteria, and other requirements that must be met by the Contractor to be eligible for consideration.

4. Minimum Requirements:

Successful contractor shall have a minimum of five (5) years experience in commercial cleaning and be able to provide a minimum of three (3) professional references.

5. Security Clearance:

This job requires security clearance for access to all areas, all owners and employees (working on site) of contractor working under this contract, upon award of the contract, will need to complete Exhibit "A" and pass a background check.

6. Certification of Drug-Testing Law Requirements

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. The Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with these requirements.

(4) If awarded a Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

7. Statement of Request:

It is the intention of the County to acquire the services of a contractor or contractors to provide a full range of custodial cleaning services for the County-owned buildings.

Location A Public Services Buildings located at 800 Exchange Street and 820 Exchange Street, Astoria

Location B Clatsop County Jail located at 1250 SE 19th St., Warrenton
Clatsop County Jail administration, Locker rooms, all Public visitation rooms and Staff offices when offices are open.

The County retains the right to contract each County-owned building separately.

8. Type of Contract:

It is proposed that if a contract is entered into as a result of successful negotiations, the contractor will be required to sign a Clatsop County Personal/Professional Services Agreement. This agreement will contain the provisions shown in the documents attached as Exhibit "B". Negotiations may be undertaken with contractors who's, Proposals show them to be qualified, responsible, and capable of performing the work. The contract period will be August 1, 2023 to June 30, 2025. Per a mutual agreement the contract may be extended one year.

If a contract is awarded, the successful contractor must provide a certificate of insurance at the time of contract execution, coverage with limits not less than those required in Section 8 of the County Personal/Professional Services Agreement (Exhibit "B").

9. Rejection of Proposal:

The County reserves the right to reject any and all Proposals received as a result of this request in accordance with ORS279B.100, or to negotiate separately with competing contractors. Proposals will be rejected immediately if they are not prepared in accordance with the RFP, or if the Price Proposal section (Exhibit "C") is not submitted in a separate, sealed envelope.

10. Incurring Costs:

The County is not liable for any costs incurred by contractors prior to the issuance of a contract.

11. Pre-Proposal Conference/Site Visit:

A **Mandatory Pre-Proposal walk-thru will be held on June 9, 2023 at 10:00 a.m.** The purpose of this walk-thru is to answer or clarify any points in the RFP, which may not have been clearly understood, and to familiarize contractors with the sites prior to the submission of Proposal. Questions must be forwarded to the issuing office by June 12, 2023 to ensure sufficient time to prepare responses. The pre-Proposal walk-thru is for information only. **Attendance at this walk-thru is mandatory.** Contractor is responsible to familiarize its firm with the sites. Walk-thru location is 800 Exchange, Astoria, basement staff room. **Notify the County that you will be attending this Site Visit.**

12. Amendment to the RFP:

If it becomes necessary to revise any part of this RFP, an amendment will be posted to the County Web Site. The contractor must acknowledge all addenda in their Proposal response. Contractors who fail to submit current copies of the solicitation may be deemed non-responsive. (See attached Exhibit "D".)

13. Response Date:

To be considered, Proposal must arrive at the issuing office, or be Electronically transmitted no later than 1:00 p.m. June 15, 2023. Contractors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt of their Proposal. **Late submissions will not be accepted.** Mailing address is Clatsop County Building & Grounds, 800 Exchange St., Suite 222, Astoria, OR 97103. Proposal should be clearly marked **REQUEST FOR Proposal – Clatsop County - CUSTODIAL CLEANING SERVICES, 2023-25**. If dropping off in person, 800 Exchange St. Suite 310, Astoria, OR 97103.

14. Proposals:

To be considered, Contractors must submit a complete and thorough response to this RFP. Two (2) copies of the technical Proposal and two (2) copies of the price Proposal must be submitted to the issuing office. An official authorized to bind the contractor to all elements of their Proposal must sign the Proposal. For this RFP, the Proposal must remain valid for at least 60 days. Moreover, the contents of the Proposal of the selected contractor will become contractual obligations if a contract is entered into. All Proposals must be packaged, sealed and show the following information on the outside of the package:

- Contractor's name and address
- Request for Proposal title
- Request for Proposal due date

Electronic Proposal submissions are acceptable. Emailed Proposals are to be PDF format, return Exhibit C, D and E along with any other requirements contained herein. Email Proposals to ddieffenbach@clatsopcounty.gov and lferguson@clatsopcounty.gov. Electronic Proposals are to be delivered to the listed email address prior to the Response date and time. It is the responsibility of the proposer to verify that the email has been received and is responsible for the content of the documents attached to the email.

15. Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP.

16. Prime Contractor Responsibilities:

The selected contractor will be required to assume responsibility for all services offered in its Proposal. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters.

17. Disclosure of Proposal Contents:

Proposals will be held in confidence and will not be revealed or discussed with competitors until the notice of intent to award is issued, at which time all Proposals become public information. All other materials submitted with the Proposal become the property of the County and may be returned only at

the County's option. The County has the right to use any or all ideas in any Proposal. Selection or rejection of the Proposal does not affect this right.

18. Contract Award Notification:

Contractors whose Proposals are not selected will be notified of the name of the selected contractor by email or posted on the County web site.

19. Cost Data:

Use the form provided in Exhibit "C" for presenting your price Proposal. **Failure to meet this requirement will result in automatic disqualification of the Proposal.**

20. Anticipated RFP Calendar:

| <u>EVENT</u> | <u>DATE</u> |
|------------------------------------|------------------------------------|
| Advertised in local newspaper | June 3, 2023 |
| RFP released by | June 3, 2023 |
| Mandatory Walk-thru | June 9, 2023, 10:00 a.m. |
| Proposal received | June 15, 2023, 1:00 p.m. |
| Proposal evaluation begins | June 16, 2023 |
| Interviews (if necessary) | Week of June 19, 2023 if necessary |
| Notice of intent to award contract | Week of June 26, 2023 |
| Contract awarded | July 12, 2023 |
| Contract work start date | August 1, 2023 |

PART II

DESCRIPTION OF THE ORGANIZATION and BACKGROUND

1. Clatsop County:

Clatsop County, located in the Northwest corner of Oregon, has a population of approximately 34,000. The County was established in 1844 and provides a full range of County services to its residents. The primary services include Sheriff, Search and Rescue, Health, Planning, Public Works, Clerk & Elections, Assessment & Taxation, District Attorney, Juvenile, Department of Children & Families and Public Works support.

Clatsop County uses the home rule charter form of government, which is overseen by a five member County Commission. All are part-time elected officials who exercise the legislative powers of the County, and decide matters of policy.

The County Commissioners appoint a County Manager who is the chief administrative officer of the County. The Manager appoints the department directors, and is responsible for carrying out the policies set by the Commission.

The County employs approximately 200 permanent full-time employees, and has other positions that are filled on a part-time, temporary, or voluntary basis.

PART III

WORK STATEMENT

1. Objective:

Clatsop County is requesting Proposals to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform custodial cleaning services at:

- Location "A"
Public Services Buildings located at 800 Exchange Street and 820 Exchange Street, Astoria, Oregon
- Locations "B"
Clatsop County Jail located at 1250 SE 19th Street, Warrenton, Oregon;
Clatsop County Jail front Administration, Locker rooms, all Public visitation rooms
And Staff offices, if open.

2. Nature and Scope of the Project:

The following information is provided to assist the Contractor in understanding the scope of services needed by the County for its facilities. The County takes pride in providing an exceptionally clean and safe environment at all times for its visitors and employees, and expects the custodial services firm to demonstrate this same pride in their work performance.

3. Cleaning Standards:

The following cleaning standards shall be used on a daily basis, and during the custodial inspection process, to assess the quality of cleaning performance. Successful contractor will need to use the inspection form provided by the County.

A. ENTRANCES

1. **Mats and Carpet** - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
2. **Glass and Metal Surfaces** - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges, and heat registers. Includes interior and exterior of doors and adjacent glass.
3. **Corners/Thresholds** - Shall be free of dust, soil, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.
4. **Floors and Covebases** - Shall be free of dust, soil, gum, spots, stains, scuffmarks and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied in a manner that result in a consistent high shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Ceramic tile does not require finish coats.
5. **Walls and Fixtures** - Shall be free of dust, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

6. **Exterior** – Shall be free of cobwebs around lighting fixtures. Graffiti on exterior will be immediately reported to facility manager. Clean mats. Clean door hardware and doors.

B. ELEVATORS

1. **Tracks** - Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.
2. **Walls and Doors** - Shall be free of dust, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.
3. **Carpets** - Shall be free of dust, soil, gum, spots, stains and other debris.

C. CORRIDORS

1. **Floors and Covebases** - Shall be free of dust, gum, spots, stains, scuffmarks and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Ceramic tile does not require finish coats.
2. **Walls and Fixtures** - Shall be free of dust, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.
3. **Water Fountains** - Shall be free of dust, soil, scale and water spots without causing damage. They shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

D. STAIRWELLS

1. **Rails and Walls** - Shall be free of dust, and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of streaks, lint, standing water, cleaner residue or film.
2. **Steps and Landings** - Shall be free of dust, soil, gum, stains and debris. This shall include risers and covebases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

E. RESTROOMS

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection, is considered of the highest priority by the County. Sanitation levels shall be closely monitored by inspection.

1. **Dispensers** - Shall be free of dust and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.

2. **Sinks** - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, and film and water spots. (Taking care to use separate rags for sinks and toilets/urinals.)
3. **Mirrors** - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
4. **Toilets and Urinals** - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots. Leave cleaner in toilet to indicate toilet is clean. (Taking care to use separate rags for sinks and toilets/urinals.)
5. **Partitions & Grab Bars** - Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.
6. **Waste Receptacles** - Contents shall be removed from waste receptacles and can liners replaced. Receptacles shall appear visibly and uniformly clean.
7. **Walls and Doors** - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks, smudges and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.
8. **Floors and Baseboards** - Shall be free of dust, soil, gum, stains, scuffmarks and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and covebases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

F. PUBLIC HEALTH DEPARTMENT - EXAM ROOMS, LAB, NURSES STATION

Special Note: Maintaining a sanitary medical environment that minimizes the possibility of cross-infection, is considered of the highest priority by the County. Sanitation levels shall be closely monitored by inspection.

1. **Dispensers** - Shall be free of dust and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
2. **Sinks** - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.
3. **Mirrors** - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
4. **Exam Tables, Counters, Stools, and all other Surfaces** - Shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

5. **Partitions** - Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.
6. **Waste Receptacles** - Contents shall be removed from waste receptacles and can liners replaced. Receptacles shall appear visibly and uniformly clean.
7. **Walls and Doors** - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks, smudges and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.
8. **Floors and Baseboards** - Shall be free of dust, soil, gum, stains, scuffmarks and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and covebases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
- 9 **Cleaning Procedures** -
 - a) Select EPA-registered disinfectants, and use them in accordance with the manufacturer's instructions
 - b) Do not use high-level disinfectants/liquid chemical sterilants for disinfection of either noncritical instruments and devices or any environmental surfaces; such use is counter to label instructions for these toxic chemicals.
 - c) Follow manufacturers' instructions for cleaning and maintaining noncritical medical equipment.
 - d) In the absence of a manufacturer's cleaning instructions, follow procedures.
 - e) Clean noncritical medical equipment surfaces with a detergent/disinfectant. This may be followed by an application of an EPA-registered hospital disinfectant with or without a tuberculocidal claim (depending on the nature of the surface and the degree of contamination), in accordance with germicide label instructions.
 - f) Do not use alcohol to disinfect large environmental surface.
 - g) Use a one-step process and an EPA-registered hospital detergent/disinfectant designed for general housekeeping purposes in patient-care areas where 1) uncertainty exists as to the nature of the soil on the surfaces (e.g., blood or body fluid contamination versus routine dust or dirt); or 2) uncertainty exists regarding the presence of multidrug resistant organisms on such surfaces.
 - h) Detergent and water are adequate for cleaning surfaces in nonpatient-care areas (e.g., administrative offices).
 - i) Clean and disinfect high-touch surfaces (e.g., doorknobs, bed rails, light switches, and surfaces in and around toilets in patients' rooms) on a more frequent schedule than minimal- touch housekeeping surfaces.
 - j) Clean walls, blinds, and window curtains in patient-care areas when they are visibly dusty or soiled.
 - k) Follow proper procedures for effective uses of mops, cloths, and solutions.
 - l) Prepare cleaning solutions daily or as needed, and replace with fresh solution frequently according to facility policies and procedures
 - m) Clean mops and cloths after use and allow to dry before reuse; or use single-use, disposable mop heads and cloths.

- n) Wet-dust horizontal surfaces daily by moistening a cloth with a small amount of an EPA-registered hospital detergent/disinfectant.

G. OFFICES / CONFERENCE ROOMS / BREAK ROOMS

1. **Furniture** - Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
2. **Walls and Doors** - Shall be free of dust and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, smudges and cleaner residue.
3. **Waste Receptacles** - Contents shall be removed from waste receptacles and can liners replaced, as required. Liners to be replaced weekly at a minimum. Receptacles shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of offensive odors emitting from the receptacle. Adjacent wall area shall be clean.
4. **Partitions** - Shall be free of dust, and soil without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.
5. **Floors, Carpet and Baseboards** - Shall be free of dust, soil, gum, spots, stains, scuffmarks and debris. Hard/resilient floors shall have a slip-resistant seal and finish applied that result in a consistent high shine. Floors, carpet and covebases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

I. MISCELLANEOUS – All Buildings – All Areas

1. **Air Vents** - Shall be free of dust and soil. This also applies to exhaust vents. They shall appear visibly and uniformly clean.
2. **Light Fixtures** - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
3. **Light Switches and Doors** – Shall be free of dust and soil.

4. Definitions:

- Daily: Services performed once each calendar day, Monday through Friday, excluding designated holidays*.
- Weekly: Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.

- Monthly: Services performed 12 times during each 12-month period of the contract at intervals of 25 to 35 calendar days. Performance must occur within the monthly billing period.
- Quarterly: Services performed 4 times during each 12-month period of the contract at intervals of 80 to 100 calendar days.
- Semi-Annually: Services performed 2 times during each 12-month period of the contract at intervals of 170 to 190 calendar days.
- Annually: Services performed once during each 12-month period of the contract at intervals of 345 to 385 calendar days.

*Designated Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (Thursday) and Friday, 1/2 day Christmas Eve, and Christmas Day.

5. Staffing Qualifications:

The Contractor shall provide adequate personnel, trained in proper cleaning and custodial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

6. Training/ Experience of Workforce:

The Contractor must submit detailed information on the type of custodial training provided for their staff. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the County shall be notified prior to the change when possible or as quickly as possible thereafter. Specify the number of staff members that shall be at the job site and assigned to the County. Identify specific daily job responsibilities.

- A. All employees must be trained as required by Oregon - OSHA
- B. All employees must receive Bloodborne Pathogen training approved by Oregon – OSHA
- C. All employees must be trained in the application and use of cleaning products

Provide written verification of training, within 60 days of start of contract and annually thereafter.

7. Uniform and Appearance Standards:

The selected Contractor's employees shall be neat and clean in appearance and shall wear County-issued identification that clearly identifies them as an employee of the Contractor.

8. Contractor Responsibilities:

The successful contractor shall be responsible for all coordination and supervision of personnel associated with the custodial service at the County. These activities include, but may not be limited to, the following:

- A. Recruit, screen, train and evaluate personnel.
- B. Provide a Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Manager shall establish a routine for communications with the County to provide a prompt and timely response to any concerns or problems that may arise. The Manager shall contact the County Building & Grounds Supervisor to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance.

9. County Responsibilities:

The County will be responsible for providing direction to the Contractor. These activities include, but may not be limited to, the following:

- A. Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose.
- B. Provide storage for the Contractor to store any necessary supplies, materials and equipment.
- C. Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the Contractor.

10. Security:

The contractor will be responsible to secure the building during and after each work period.

- A. Keys and Electronic access cards to various areas of the facilities will be issued to the Contractor. The Contractor shall be responsible for use of all keys / cards.
- B. Under no circumstances shall the Contractor's employees admit anyone to areas controlled by a key / card in their possession.
- C. Contractor shall not duplicate any keys for the premises under any circumstances.
- D. To avoid the possibility of tracing lost keys to the premises, the Contractor shall not put identification on any keys. All costs accrued by the County in reinstating facility security occasioned by the loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.
- E. Upon completion of activities each day, the Contractor shall be responsible for securing all entries to offices and exterior doors to buildings prior to departure.
- F. The Contractor shall ensure that only their properly identified employees listed with the County are permitted on the premises during the performance of daily duties.
- G. Employees of the Contractor shall not disturb or read papers or personal effects on desks, open drawers or cabinets, use telephones, radios or television sets, or tamper with other personal or County property.
- H. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees. Contractor is responsible for maintaining the security clearance of all employees working under this contract, and for providing a drug-testing policy per this RFP.

11. Requirements and Specifications:

A. TIMES AVAILABLE FOR PERFORMANCE

Evenings, weekends and holidays. However, services are not required on County recognized holidays. Building in Locations B, may be cleaned during the day with prior arrangement with County Staff.

B. EQUIPMENT AND SUPPLIES

- A. All supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor, and shall meet the standards of the Federal and State Occupational Safety and Health Act and with industry accepted safety practices.
- B. The successful contractor shall submit a written list of all supplies with attached Safety Data Sheets (SDS) intended for use in the buildings for approval by the County. Any supply not on the approved list shall be removed from the premises. Maintain an SDS binder on site.

- C. Adequate quantities of properly labeled supplies (minimum of two weeks inventory) must be on-hand to perform cleaning operations at all times.
- D. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, liquid detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, and any other compounds necessary to properly maintain the premises. The County will supply all consumable supplies for restrooms, including hand soaps, paper towels, toilet tissue, deodorizer, sanitary napkins bag.
- E. The Contractor shall not use any material or supplies, which the County determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- F. The Contractor shall provide all necessary cleaning equipment including, but not limited to, buffing machines, industrial type vacuum cleaners, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the County, which shall not be unreasonably withheld.
- G. Equipment deemed by the County to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor.
- H. The County has installed dispensers that use of the Hillyard brand cleaner which is recommended, other brands may be approved by the County upon request.

C. OTHER TASKS

Work not considered to be routine and not done on a regular schedule shall be considered extra work. This type of work may only be done at the request of the County. Extra work and project cleaning shall be performed at the hourly rate or unit pricing as negotiated. The County in consultation with the Contractor will determine the number of hours and the schedule required to accomplish the requested task. The cost of special equipment, materials and supplies will be separately negotiated, if not provided by the County.

D. WORK SCHEDULE

Contractor shall submit a schedule for all monthly, quarterly, semi-annual, and annual work requirements, within 30 days of to provide service.

E. TECHNICAL REQUIREMENTS/SCHEDULE OF CLEANING

The contractor must define cleaning procedures/methods for each cleaning operation. Include type of equipment and quantity of supplies used in each procedure/method. If frequency dictates any procedural changes, please specify. Part IV represents the minimum frequency of cleaning required for all buildings/areas. However, your Proposal may indicate an increase in the frequency of a specific cleaning procedure and/or change in cleaning method to ensure a "High Standard of Cleanliness". If so, specify in detail.

F. UPON REQUEST OF THE COUNTY

Other custodial duties, as specified.

G. TRASH / RECYCLE REMOVAL

Contractor shall facilitate the County's current waste recycling program that requires each department to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste receptacles for this purpose. The contractor shall empty recyclable and non-recyclable waste into designated receptacles. Waste removal shall be to receptacles designated by the County and shall be deposited in such a manner that it will not cause untidiness. Recyclable materials shall be placed in containers and moved to the enclosure outside of the building for pickup by Recology / Western Oregon Waste.

H. PERFORMANCE INSPECTIONS

Quality Assurance Inspections will be performed on a regular schedule and shall be based upon the performance results reported on the Custodial Inspection Form. The County shall conduct the inspections accompanied by the Contractor's Manager. Each attribute listed on the Custodial Inspection Form shall be evaluated and classified as acceptable, above acceptable or unacceptable. Extra or project work authorized by the County will also be inspected on a regular basis and performed to the standards of the County. The Contractor's supervisor shall be available, upon request, for inspections with the County's representative. The Contractor may be placed on notice that the contract may be terminated when overall cleaning performance during two (2) consecutive months or three (3) months of any six (6) month period of the contract does not meet the requirements of the contract. The County will be the sole judge in determining the acceptance of the services of the contract.

PART IV

SITE PROFILE / SCHEDULE

1. **Public Services Building**, 800 Exchange Street, Astoria, Oregon.

Basement – 608 square feet
First Floor – 3,972 square feet
Second Floor – 3,972 square feet
Third Floor – 3,903 square feet
Fourth Floor – 3,972 square feet

Daily:

Restrooms (Main in Hallways 1 per floor, total of 9)

- Per Work Statement Part III

Three Times Per Week:

All Other Areas

- Empty waste receptacles; replace receptacle liners (1) week.
- Damp wipe tables.

Twice Weekly:

- Entrances per Work Statement Part III
- Spot clean walls, doors and glass hallway windows
- Spot clean carpet.

Weekly:

Stairways

- Per Work Statement Part III

Elevators

- Per Work Statement Part III

Suite B330

- Empty waste receptacles and replace liners (1) week.
- Dust horizontal areas that are clear of all books, papers, pens, etc.
- Sweep and mop all hard surface floors. Vacuum all carpeted areas.
- Clean restroom per Work Statement Part III
- Spot clean any touchpoints (doors, light switches, walls, etc.).

1. Public Services Building, 800 Exchange Street, Astoria, Oregon, page 2

Weekly: Cont.

All Other Areas

- Clean and disinfect kitchen area. Disinfect the break room sink.
- Clean refrigerator/freezers – exterior.
- Clean microwaves/toaster ovens – exterior.
- Perform services, Per Work Statement Part III

Monthly:

All Areas

- Corrective vacuuming.
- Damp wipe walls.
- Damp wipe air distribution units and return air grilles.
- Dust/damp wipe office/conference chair legs.
- Clean both sides of all interior windows.
- Clean and disinfect microwaves/toaster ovens – interior/exterior.

Quarterly:

Restrooms

- Descale toilet bowls with non-abrasive cleaners.
- Strip and seal hard floors.

Staff Kitchens / Coffee Areas

- Clean refrigerator/freezers – interior/exterior.
- Clean microwaves/toaster ovens – interior/exterior.
- Clean all walls.

Semi-Annually:

Windows

- Clean interior side of all exterior windows.
- Dust and/or clean all window blinds.

Annually:

Windows

- Clean and dry all window blinds per manufacturer's directions.

2. Public Services Building, 820 Exchange Street, Astoria, Oregon. Page 1.

First Floor – 6,944 square feet

Daily:

- Per Part III F, provide Public Health cleaning services
- Spot clean carpets as needed.
- Clean and disinfect all drinking fountains.

Daily:

Restrooms

- Per Work Statement Part III

Three Times Per Week:

- Empty all trash receptacles and replace liners (1) week.
- Dust/Damp mop all hard floors; remove scuffmarks in high traffic areas.

Twice Weekly:

- Empty all recycle bins.
- Elevator, Per Work Statement Part III
- Entrances, per Work Statement Part III

Weekly:

- Vacuum all carpets, runners and mats.
- Dust building surfaces not to disturb paperwork or files.
- Clean and disinfect kitchen area. Disinfect the break room sink.
- Clean refrigerator/freezers – exterior.
- Clean microwaves/toaster ovens – exterior.
- Stairways Entrances, per Work Statement Part III

Monthly:

All Areas

- Clean both sides of all interior windows.
- Corrective vacuuming.
- Dust all blinds.
- Vacuum all air ducts.
- Remove all cobwebs/insects from ceiling and light fixtures.
- Dust/damp wipe office/conference chair legs.
- Clean and disinfect microwaves/toaster ovens – interior/exterior.

2. Public Services Building, 820 Exchange Street, Astoria, Oregon Page 2.

First Floor – 6,944 square feet

Quarterly:

Restrooms

- Descale toilet bowls with non-abrasive cleaners.
- Strip and seal hard floors.

Staff Kitchens/Coffee Areas

- Clean all walls.

Semi-Annually:

Windows

- Clean interior side of all exterior windows.
- Dust and/or clean all window blinds.

Annually:

Windows

- Clean and dry all window blinds per manufacturers' directions.

2. Public Services Building, 820 Exchange Street, Astoria, Oregon, Page 1.

Second Floor – 7,253 square feet

Daily:

Restrooms

- Per Work Statement Part III

Break Room

- Empty waste receptacles; replace receptacle liners
- Clean Counters and Tables

Three Times Per Week:

All Other Areas

- Empty waste receptacles; replace receptacle liners (1) week.
- Clean and polish drinking fountains.
- Dust and damp wipe desk upon request or when desk is cleared.
- Damp wipe tables.

Twice Weekly:

- Entrances, per Work Statement Part III
- Spot clean walls, doors and glass hallway windows
- Spot clean carpet.
- Dust/Damp mop all hard floors; remove scuffmarks in high traffic areas.

Weekly:

Stairways

- Per Work Statement Part III
- Spot clean doors/walls.

Elevators

- Per Work Statement Part III

2. Public Services Building, 820 Exchange Street, Astoria, Oregon, Page 2
Second Floor – 7,253 square feet

Weekly: cont.

All Other Areas

- Clean and disinfect kitchen area. Disinfect the break room sink.
- Clean refrigerator/freezers – exterior.
- Clean microwaves/toaster ovens – exterior.
- Perform services, Per Work Statement Part III

Monthly:

All Areas

- Corrective vacuuming.
- Damp wipe walls.
- Damp wipe air distribution units and return air grilles.
- Dust/damp wipe office/conference chair legs.
- Clean both sides of all interior windows.
- Clean and disinfect microwaves/toaster ovens – interior/exterior.
- Clean refrigerator/freezers – exterior.

Quarterly:

Restrooms

- Descale toilet bowls with non-abrasive cleaners.
- Strip and seal hard floors.

Staff Kitchens/Coffee Areas

- Clean all walls.

Semi-Annually:

Windows

- Clean interior side of all exterior windows.
- Dust and/or clean all window blinds.

Annually:

Windows

- Clean and dry all window blinds per manufacturers' directions.

3. Clatsop County Jail, 1250 SE 19th St., Warrenton, Oregon. Page 1

Total square footage is 3,800

Clean; All front administration areas, locker rooms, all public visitation rooms and staff offices, if staff offices are open.

No Contact with inmates or cleaning in inmate areas required.

Three Times Per Week:

Restrooms

- Per Work Statement Part III

All Other Areas

- Empty waste receptacles; replace receptacle liners (1) week.
- Clean and polish drinking fountains.
- Dust and damp wipe desk upon request or when desk is cleared.
- Damp wipe/disinfect tables.

Twice Weekly:

- Dust/Damp mop all hard floors.
- Entrances, per Work Statement Part III
- Spot clean carpet.

Weekly:

All Other Areas

- Perform services, Per Work Statement Part III

3. Clatsop County Jail, 1250 SE 19th St., Warrenton, Oregon. Page 2

Monthly:

All Areas

- Corrective vacuuming.
- Spray buff hard floors.
- Damp wipe walls.
- Damp wipe air distribution units and return air grilles.
- Dust/damp wipe office/conference chair legs.
- Clean both sides of all interior windows.

Quarterly:

Restrooms

- Descale toilet bowls with non-abrasive cleaners.
- Strip and seal hard floors.

Staff Kitchens/Coffee Areas

- Clean all walls and countertops.

Semi-Annually:

Windows

- Clean interior door glass and Plexiglas.
- Clean interior side of all exterior windows.
- Dust and/or clean metal surfaces near windows in visiting area.

4. Jail Administration, 1250 SE 19th St., Warrenton, Oregon, Page 1.

Three Times Per Week:

Restrooms

- Per Work Statement Part III

All Other Areas

- Dust/Damp mop all hard floors; remove scuffmarks in high traffic areas.
- Empty waste receptacles; replace receptacle liners
- Clean and polish drinking fountains.
- Dust and damp wipe desk upon request or when desk is cleared.
- Damp wipe tables.

Twice Weekly:

- Entrances per Part III
- Spot clean walls, doors and glass hallway windows
- Spot clean carpet.

Weekly:

All Other Areas

- Perform services, Per Work Statement Part III
- Disinfect the break room sink.
- Clean refrigerator/freezers – exterior.
- Clean microwaves/toaster ovens – exterior.

4. Jail Administration, 1250 SE 19th St., Warrenton, Oregon, Page 2

Twice Monthly:

- Clean private offices, County will arrange for access to these offices. These offices are shown on the plan with a line through the room. Cleaning will be day shift during the work week.
- Damp wipe furniture
- Dust vents.
- Dust/Damp mop all hard floors; remove scuffmarks in high traffic areas.

Monthly:

All Areas

- Corrective vacuuming.
- Spray buff hard floors.
- Damp wipe walls.
- Damp wipe air distribution units and return air grilles.
- Dust/damp wipe office/conference chair legs.
- Clean both sides of all interior windows.
- Clean and disinfect microwaves/toaster ovens – interior/exterior.
- Clean refrigerator/freezers – exterior.

Quarterly:

Restrooms

- Descale toilet bowls with non-abrasive cleaners.
- Strip and seal hard floors.

Staff Kitchens/Coffee Areas

- Clean all walls.

Semi-Annually:

Windows

- Clean interior side of all exterior windows.
- Clean interior door glass and Plexiglas.

PART V

INFORMATION REQUIRED OF CONTRACTORS

Proposals must be submitted in the format outlined below. To be considered, the Proposal must respond, at a minimum, to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the Proposal.

1. Organization and Staff:

Describe the organizational makeup of your company. Define the personnel resources that will contribute to meeting the County's needs and in what capacity they would serve as per **Part III, Item 5 – Staffing Qualifications**. Clearly state their technical qualifications and experience. Relate this to the requirements of this RFP.

2. References:

Describe in detail your company's experience in providing clients with the type of services requested herein. Provide a list of at least three (3) other significant work efforts in which your company has performed services of similar or more complex scope. Include the client name, address, telephone number and the name of a person who would serve as a reference about the work your company has done. References must demonstrate that the contractor has a satisfactory performance record and has the necessary organization, experience, accounting, operational controls and technical skills, and is otherwise qualified and eligible to receive an award under the conditions of this RFP.

3. Work Plan:

Complete the Exhibit E (attached); describe in narrative form any additional Work you will provide to your ensure a "High Standard" of Cleanliness.

The contractor that is awarded the contract will be required to provide a supervision/staffing plan, a scheduling plan, a plan for what parts of the effort will be done with "in-house" staff and which will be sub-contracted. Use the information provided in **Part III – Work Statement** (refer to Part D, Work Schedule) as your reference point.

4. Price Proposal:

This portion of the Proposal must be sealed separately from the remainder of the Proposal. The Price Proposal should be provided in the format defined by Exhibit "C" to this RFP. It is essential that the price information be provided separately from the technical and organizational information. The price established by the contract shall remain fixed for the initial contract period of August 1, 2023 to June 30, 2025. An estimated cost increase for 24-25 fiscal year (July to June) shall also be provided. Any proposed price adjustment for subsequent contract periods, shall be submitted to the County no later than January 31st (for budgeting purposes) of the previous fiscal year.

PART VI

CRITERIA FOR SELECTION

1. Selection Process:

All Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the County. The committee will recommend for selection the Proposal that most closely meets the requirements of the RFP and satisfies the County's needs. Negotiations will ensue with the highest rated company for the purpose of establishing fair and reasonable fees/billable rates. Negotiations will be opened with firms of lower preference (one at a time, in order of preference) only if a fair and reasonable set of fees/billable rates cannot be established with the firm of higher preference.

2. Selection Criteria:

The following areas of consideration will be used in making the selection:

- A. **Understanding the Problem:** This refers to the contractor's understanding of the County's needs that generated the RFP, of the County's objectives in asking for the services, and of the nature and scope of the work involved.
- B. **Contractor Qualifications:** This refers to the ability of the contractor to meet all of the terms of the RFP, especially the time constraints and the quality of services required by the County. Personnel qualifications and quality of references are all significant factors in this category.
- C. **Contractor Experience:** This refers to the contractor's proven experience in providing services similar to those requested herein.
- D. **Cost:** While this area will be weighted heavily, it will not normally be the deciding factor in the selection process.

EXHIBIT A

CONTRACTUAL AGREEMENT AND AUTHORIZATION TO RELEASE INFORMATION

(Fill in name of contractor)

I understand and agree to the following terms:

I hereby authorize Clatsop County to conduct an investigation of my background, including but not limited to, character, criminal and arrest/conviction history, past employment (including job performance and on-the-job behavior), education.

I understand that this document, signed by me, authorizes Clatsop County to gather information through interviews, questionnaires, employment records, education records, criminal records and any other records necessary to determine eligibility to perform **Custodial Cleaning Services** for Clatsop County.

The recipient of a photocopy of this signed document is hereby authorized to divulge information concerning my character, criminal history, education, employment records, job performance; job behavior, or medical records which may include information specific to drug and/or alcohol and/or psychiatric treatment and to allow Clatsop County delegated representatives to examine such records.

In consideration of the release of information to Clatsop County by any third party in receipt of this authorization, I do hereby release said third party, its office, employees, agents and assignees from any and all claims for damages of any nature which I might have as a result of the release of information by the third party to Clatsop County. To the extent that I have previously directed said third party not to release certain information, I do now hereby withdraw that directive and consent without restriction to any release of information requested by Clatsop County.

I hereby release you, your organization, and others from any liability or damage, which may arise from furnishing information requested. I understand and agree that any information released to Clatsop County is done so in strictest confidence.

Signature: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, _____.

Notary Public for the State of Oregon

My Commission Expires: _____

(Please complete following page –Application for Background Check)
CLATSOP COUNTY APPLICATION FOR BACKGROUND CHECK

1. First Name: _____ Middle Name: _____ Last Name: _____
2. Check One: Male _____ Female _____
3. What is your date of birth? _____
4. Place of Birth: _____
5. Are you a U.S. citizen? Yes _____ No _____
6. Your Social Security Number (optional): _____
7. Have you graduated from high school? Yes _____ No _____
8. Do you have a current driver's license? Yes _____ No _____
9. Driver License Number and State: _____
10. Any other names used (A.K.A.'s): _____
11. Please list all traffic violations* and misdemeanors within the last seven (7) years.
List ALL felony convictions. (Use a separate sheet of paper if necessary.)

| <u>Date</u> | <u>Charge</u> | <u>Location</u> |
|-------------|---------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Traffic violations only need to be provided if driving is a requirement for position.

I certify that the above information is true and complete:

Date: _____ Signature: _____

Print name: _____

FOR OFFICE USE ONLY:

- ☐ NO RECORD FOUND
☐ RECORD FOUND – Description: _____

Signature

Date

EXHIBIT B



CLATSOP COUNTY, OREGON
800 Exchange St., Suite 222
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and _____ ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$_____ to be paid to Contractor by County, Contractor agrees to perform between date of execution and _____, inclusive, the following specific personal and/or professional services:

(Attach additional information as Attachment A if appropriate or necessary).

Payment Terms: (lump sum, monthly installments, progress payments, etc. - Attach additional information as Exhibit B if appropriate):

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS

279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.

g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel)

_____ (Contractor's Initials)

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature

Date

Title

FOR CONTRACTOR:

Signature

Date

Title

Contractor Company Name

Address

City

State

Zip

sample

EXHIBIT C – PRICE PROPOSAL

Clatsop County Request for Competitive Sealed Proposals: Custodial Cleaning Services

Price Proposal for period: August 1, 2023 to June 30, 2025 (23 months)

NAME OF CONTRACTOR: _____

Public Services Building
800 Exchange Street
Astoria, OR

\$ _____ X 12 months = \$ _____
(monthly) (annual)

Public Services Building
820 Exchange Street
Astoria, OR

\$ _____ X 12 months = \$ _____
(monthly) (annual)

Location A Totals \$ _____ \$ _____
(monthly) (annual)

Clatsop Co. Jail
1250 SE 19th St.
Warrenton, OR

\$ _____ X 12 months = \$ _____
(monthly) (annual)

Location B Totals \$ _____ \$ _____
(monthly) (annual)

Other Task: An Allowance for extra work will be added to the contract for a not to exceed amount of \$7,500 per Fiscal year. Per Part III, 11, C, as requested and mutually agreed upon.

Hourly rate for extra work or project cleaning as discussed on Part III, 11, item C. _____

Carpet Cleaning: Cost per square foot for cleaning on a Quarterly basis. _____

Estimated percentage of increase for fiscal year 2024-25 Fiscal Year: _____ %
Fiscal Year July 1 to June 30.

EXHIBIT D

Addendum Receipt Acknowledgement

The receipt of the following addenda (if any) is hereby acknowledged:

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

DATED: _____

BIDDER COMPANY NAME: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Federal Tax I.D. No.: _____

Oregon Contractors Board Registration: _____

EXHIBIT E

Contractor Understands of the Problem

It is understood that the Contractor, before submitting a Proposal, has made a careful examination of the RFP Documents; has become fully informed as to the quality and quantity of work required to meet the cleaning standards and the character of the Work required; and has made a careful examination of the location and conditions of the Work. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

As per Part IV (Site Profile) of this RFP, please initial and sign this form stating your understanding of the County's needs and the entire RFP Document.

Name of Contractor: _____

| Building | Cleaning Requirements | Frequency | Contractor Initials |
|--|-----------------------|-----------|-------------------------|
| Public Services Building 800 Exchange, Astoria | Per Part III & IV | As listed | _____ (initial here) |
| Public Services Building 820 Exchange 1 st Floor, Astoria | Per Part III & IV | As listed | _____ (initial here) |
| Public Services Building 820 Exchange 2nd Floor, Astoria | Per Part III & IV | As listed | _____ (initial here) |
| Jail -1250 SE 19 th St. Warrenton | Per Part III & IV | As listed | _____ (initial here) |
| Jail Administration Warrenton | Per Part III & IV | As listed | _____ (initial here) |

If bidder's company is a partnership or corporation, all partners or officers are required to sign.

SIGNATURE: _____

DATE: _____

DATE: _____

EXHIBIT C – PRICE PROPOSAL

Clatsop County Request for Competitive Sealed Proposals: Custodial Cleaning Services

Price Proposal for period: August 1, 2023 to June 30, 2025 (23 months)

NAME OF CONTRACTOR: NW Facility Solutions, Inc.

Public Services Building
800 Exchange Street
Astoria, OR

\$ 2050 X 12 months = \$ 24,600
(monthly) (annual)

Public Services Building
820 Exchange Street
Astoria, OR

\$ 3050 X 12 months = \$ 36,600
(monthly) (annual)

Location A Totals

\$ 5100 \$ 61,200
(monthly) (annual)

Clatsop Co. Jail
1250 SE 19th St.
Warrenton, OR

\$ 1050 X 12 months = \$ 12,600
(monthly) (annual)

Location B Totals

\$ 1050 \$ 12,600
(monthly) (annual)

Other Task: An Allowance for extra work will be added to the contract for a not to exceed amount of \$7,500 per Fiscal year. Per Part III, 11, C, as requested and mutually agreed upon.

Hourly rate for extra work or project cleaning as discussed on Part III, 11, item C. \$35

Carpet Cleaning: Cost per square foot for cleaning on a Quarterly basis. .30

Estimated percentage of increase for fiscal year 2024-25 Fiscal Year: 3 %
Fiscal Year July 1 to June 30.

EXHIBIT D

Addendum Receipt Acknowledgement

The receipt of the following addenda (if any) is hereby acknowledged:

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

DATED: 6/14/23

BIDDER COMPANY NAME: NW FACILITY SOLUTIONS, INC.

Name: JASON CHANDLER

Title: PRESIDENT

Address: PO BOX 508 STEARWOOD, OR 97140

Phone: 503-860-2768

Federal Tax I.D. No.: 46-4899460

Oregon Contractors Board Registration: N/A

EXHIBIT E

Contractor Understands of the Problem

It is understood that the Contractor, before submitting a Proposal, has made a careful examination of the RFP Documents; has become fully informed as to the quality and quantity of work required to meet the cleaning standards and the character of the Work required; and has made a careful examination of the location and conditions of the Work. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

As per Part IV (Site Profile) of this RFP, please initial and sign this form stating your understanding of the County's needs and the entire RFP Document.

Name of Contractor: NW FACILITY SOLUTIONS, INC.

| Building | Cleaning Requirements | Frequency | Contractor Initials |
|--|-----------------------|-----------|-----------------------------|
| Public Services Building 800 Exchange, Astoria | Per Part III & IV | As listed | <u>jc</u> (initial here) |
| Public Services Building 820 Exchange 1 st Floor, Astoria | Per Part III & IV | As listed | <u>jc</u> (initial here) |
| Public Services Building 820 Exchange 2nd Floor, Astoria | Per Part III & IV | As listed | <u>jc</u> (initial here) |
| Jail -1250 SE 19 th St. Warrenton | Per Part III & IV | As listed | <u>jc</u> (initial here) |
| Jail Administration Warrenton | Per Part III & IV | As listed | <u>jc</u> (initial here) |

If bidder's company is a partnership or corporation, all partners or officers are required to sign.

SIGNATURE: Jim Chum

DATE: 6/14/23

DATE: _____

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 13, 2023

Agenda Title: Intergovernmental Agreement #180004-0 between Oregon Health Authority (OHA) and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2025.

Category: Consent Calendar

Presented By: Jiancheng Huang, CCDPH Director

Issue Before the Commission: Request of Authorization for County Manager to approve Intergovernmental Agreement #180004-0 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health and approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338 for a total of \$34,970.

Informational Summary: Operation of the Public Health Department is primarily funded by the OHA Public Health contract, program fees, General Fund support and other private and governmental grants.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Public Health Agencies. This Agreement in the amount of \$744,331.62 covers those Program Elements administered by the Local Public Health Department.

This IGA awards funds for the following Program Elements:

- 1) PE01-01 State Support for PH = \$11,709.75
- 2) PE01-12 ACDP Infection Prevention Training = \$1,517.82
- 3) PE10-02 Sexually Transmitted Disease = \$74,232.00
- 4) PE12-01 Public Health Emergency Preparedness = \$18,500.25
- 5) PE13-01 Tobacco Prevention and Education = \$65,467.00
- 6) PE27-04 PDOP Naloxone Project = \$46,000.00
- 7) PE36 Alcohol & Drug Prevention Education = \$107,623.00
- 8) PE40-01 WIC (Jul - Sep) = \$40,640.00
- 9) PE40-02 WIC (Oct - June) = \$121,926.00
- 10) PE40-05 WIC Farmer's Market = \$1,937.00
- 11) PE42-03 MCAH Perinatal General Funds = \$2,107.00
- 12) PE42-04 MCAH Babies First = \$6,735.00
- 13) PE42-06 MCAH General Funds = \$3,952.00

- 14) PE42-11 MCAH Title V = \$21,479.00
- 15) PE43-01 PH Practice – Immunization Services = \$12,544.00
- 16) PE44-01 SBHC Base = \$60,000.00
- 17) PE46-05 RH Community Participation & Assurance of Access = \$17,301.11
- 18) PE50 Safe Drinking Water = \$22,600.00
- 19) PE51-01 LPHA Modernization = \$45,695.38
- 20) PE51-05 CDC PH Infrastructure Funding = \$41,018.31
- 21) PE62 Overdose Prevention = \$21,347.00

At the time the Clatsop County Public Health budget was prepared for FY23/24, the State of Oregon, acting by and through its Oregon Health Authority, had not released this IGA which awards for the first fiscal year (July 1, 2023 through June 30, 2024) of the Biennium. As such, some Program Elements were awarded more than the CCDPH budgeted amount by a total of \$34,970.00 which is summarized in Schedule “A”.

Requested Action:

Approve the budget adjustment for \$34,970.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the County Manager to sign IGA 180004-0 between OHA and Clatsop County Department of Public Health.

Attachment List

- A. [Copy of Intergovernmental Agreement 180004-0 for a total of \\$744,331.62](#)
- B. Resolution and Order
- C. Schedule “A” Appropriation adjustments

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

| | | |
|---|---|----------------------|
| In the matter of the adjustment of the fiscal |) | |
| year 2023-24 budget and appropriations by |) | RESOLUTION AND ORDER |
| authorizing expenditure of unanticipated |) | |
| grant revenue from the Oregon Health Authority) |) | |
| for Contract 180004-0, per ORS 294.338 |) | |

It appearing to the Board that there is a need to make adjustments in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue;

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 12th Day of July 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A
2023-24 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

| <u>ORGANIZATION UNIT/FUND</u> | | <u>INCREASE</u> | <u>DECREASE</u> |
|--|------------------|------------------------|------------------------|
| ACDP Infection Prevention Training (PE01-12) | | | |
| Infection Prevention Training Rev | 007/4110/81-5224 | \$ 1,520.00 | |
| Infection Prevention Training Exp | 007/4110/82-2512 | \$ 1,520.00 | |
| PDOP Naloxone Project (PE27-04) | | | |
| Harm Reduction/Naloxone Project | 007/4168/81-5218 | \$ 21,000.00 | |
| Program Supplies | 007/4168/82-2140 | \$ 21,000.00 | |
| Alcohol & Drug Prevention Education Program (PE36) | | | |
| SE#70/PE36 Prev Services – Fed | 033/7156/81-6075 | \$ 6,680.00 | |
| SE#70/PE36 Prev Services – State | 033/7156/81-4550 | \$ 4,950.00 | |
| Health Promotion Spec II Exp | 033/7156/82-1872 | \$ 11,630.00 | |
| MCAH Babies First (PE42-04) | | | |
| Babies First Rev | 007/4133/81-5208 | \$ 50.00 | |
| PH Nurse III Exp | 007/4133/82-1210 | \$ 50.00 | |
| MCAH General Funds (PE42-06) | | | |
| Fed – MCH CAH | 007/4133/81-5190 | \$ 20.00 | |
| State – MCH CAH | 007/4133/81-5191 | \$ 20.00 | |
| PH Nurse III Exp | 007/4133/82-1210 | \$ 40.00 | |
| MCAH Title V (PE42-11) | | | |
| MCH Title V | 007/4133/81-5192 | \$ 250.00 | |
| PH Nurse III Exp | 007/4133/82-1210 | \$ 250.00 | |
| PH Immunization (PE43-01) | | | |
| OR Health Immun Project Rev | 007/4129/81-4080 | \$ 250.00 | |
| PH Immunization Expense | 007/4129/82-1209 | \$ 250.00 | |
| RH Community Participation (PE46-05) | | | |
| RH Community Participation Rev | 007/4160/81-4514 | \$ 230.00 | |
| RH Community Participation Exp | 007/4160/82-1191 | \$ 230.00 | |

Comment: OHA IGA 180004-0 is a total of \$744,331.62 and is outlined in the Agenda Item Summary. We are recommending the above referenced as budget appropriation adjustments for FY23/24.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: FY 23-24 ARPA Funding Agreement with LiFEBoat Services
Category: Consent Calendar
Presented By: Monica Steele, Assistant County Manager
Amanda Rapinchuk, Management/Policy Analyst

Issue Before the Commission: Approval of American Rescue Plan Act (ARPA) Funding Agreements between Clatsop County and LiFEBoat Services for Navigation Center Support.

Informational Summary: In May 2021, Clatsop County was allocated approximately \$7.8 million in Federal American Rescue Plan Act (ARPA) funds to respond to the impacts of the coronavirus pandemic.

The following outlines ARPA funds allocated to LiFEBoat Services for Navigation Center Support in Year 1 (FY 21-22) and the proposed funding allocation for Year 3 (FY 23-24).

| Performance Period | Amount | Use of Funds |
|---|----------|--|
| Year 1 (FY 21-22) | \$35,000 | Security enhancement and sprinkler system installation |
| Year 3 (FY 23-24) <i>proposed</i> | \$35,000 | Shower stall installation (remaining funds: security enhancement) |

Please see Attachment B—Clatsop County’s Estimated ARPA Funding Allocations, for more information on the County’s draft plan for ARPA funds and Attachments C—LiFEBoat Services’ Annual Use of ARPA Funds Reports for an explanation of expended and remaining funds.

Fiscal Impact: Sufficient funds are appropriated in the County’s estimated FY 2023-24 ARPA allocations to execute the attached agreement (see Attachment B).

Requested Action:

Approve and authorize the County Manager to sign the attached American Rescue Plan Act funding agreement (C8418) between Clatsop County and LiFEBoat Services for FY 2023-24 Navigation Center Support in the amount of \$35,000.

Attachment List

- A. FY 23-24 ARPA Funding Agreement for Navigation Center Support (LiFEBoat Services)
- B. Clatsop County's Estimated ARPA Funding Allocations (updated 4/21/23)
- C. LiFEBoat Services' Annual Use of ARPA Funds Reports

NON-PROFIT FUNDING AGREEMENT

This Agreement shall become effective on July 1, 2023, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **LiFEBoat Services**, an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Non-Profit**”.

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated a portion of these ARPA funds to provide financial support to local non-profit social service providers for essential services to the most vulnerable populations within the community.

County desires to dedicate \$35,000 to support Non-Profit’s Navigation Center. These funds are for the installation of a shower stall in the lower level of the Non-Profit’s building on 1040 Commercial Street, Astoria, OR 97103. Should shower stall expenses cost less than \$35,000, remaining funds shall be used to enhance site monitoring and management to address impacts on surrounding businesses (i.e. security staffing/services).

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for July 1, 2023 through June 30, 2024.
2. Services and Payment: County shall provide funding to Non-Profit in the amount of \$35,000. Non-Profit represents that it will use the funds provided solely for the purposes set forth herein; to support the installation of a shower stall in the lower level of the Non-Profit’s building on 1040 Commercial Street, Astoria, OR 97103. Should shower stall expenses cost less than \$35,000, remaining funds shall be used to enhance site monitoring and management to address impacts on surrounding businesses (i.e. security staffing/services). See Exhibit A (ARPA Concept Paper) for further explanation of ARPA funding and Exhibit B (LiFEBoat Services’ FY 2023-24 ARPA Proposal) for further explanation of designated use of funds. Any funds not used for such purposes shall be returned to County. Any funds not expended by December 31, 2026 shall be returned to County.
3. Indemnity: Non-Profit shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Non-Profit shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Compliance and Reporting: Funds provided to Non-Profit by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. Non-Profit shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

Non-Profit shall provide County with an annual report of Services, including an explanation of how funding

was spent. Non-Profit shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

| Annual Report | Period Covered | Due Date |
|---------------|-----------------------------------|------------------|
| 1 | July 1, 2021 – March 31, 2022 | April 15, 2022 |
| 2 | April 1, 2022 – March 31, 2023 | April 15, 2023 |
| 3 | April 1, 2023 – March 31, 2024 | April 15, 2024 |
| 4 | April 1, 2024 – March 31, 2025 | April 15, 2025 |
| 5 | April 1, 2025 – March 31, 2026 | April 15, 2026 |
| 6 | April 1, 2026 – December 31, 2026 | January 15, 2027 |

5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ten (10) days written notice to the Non-Profit. (b) County may, in its sole discretion and upon ten (10) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Non-Profit shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

NON-PROFIT:

Osarch Orak Executive Director

Name, Title

6-29-2023

Date



Signature

LIFEBoat Services

Name of Non-Profit

Mailing: PO Box 492 Astoria, OR 97103
Physical: 1040 Commercial Astoria, OR 97103
Non-Profit Address

503-741-3572
Non-Profit Phone

EXHIBIT A – CONCEPT PAPER*AMERICAN RESCUE PLAN ACT (ARPA)*

***FRAMEWORK FOR FINANCIAL SUPPORT TO NOT-FOR-PROFITS PROVIDING
ESSENTIAL SERVICES TO THE MOST VULNERABLE IN OUR COMMUNITY:
CAPITAL – OPERATIONS, MAINTENANCE, REPAIR AND REPLACEMENT***

Introduction and Background

In May 2021, Clatsop County was allocated approximately \$7.8 million in Federal American Rescue Plan Act (ARPA) funds to respond to the impacts of the coronavirus pandemic. Clatsop County established a local framework to guide funding priorities. This framework was underpinned by 1) ARPA federal expenditure guidelines; 2) Governor’s 10-point Economic Development Plan; and 3) Clatsop County Strategic Plan. The timeline for spending funds occurs over 3 ½ fiscal years concluding in December 2024.

The process of interpreting public interest is a key function of local governments and is accomplished through planning, citizen involvement and outreach. To this end, the County convened a number of meetings with community stakeholders to receive input regarding areas of priority investment. Stakeholder meetings included: Cities and special districts, non-profit social service providers, child care providers, transit district, destination management, Clatsop Economic Development Resources (CEDR)/ Small Business Development Center (SBDC), Community Health Advocacy & Resource Team (CHART), and county-wide law enforcement agencies.

To provide further guidance, staff applied the following Clatsop County “resource allocation” fundamentals:

Fundamental 1: Clatsop County has a Role as Service Provider, Partner or Supporter

Counties serve multiple roles including those that are mission-centric and others that support the mission of other organizations and the broader health and well-being of the community. The first fundamental describes the three roles that guide the work of Clatsop County.

- Provider – Specific countywide programs and services are determined to be most appropriately provided by the County or by contractors who provide those services via decisions made by the Board of Commissioners.

An example of a direct service provided by the County is the Environmental Health program that performs restaurant, pool, water system and other inspections using County staff. Direct service provided by contractors includes the County’s Mental Health program. In this case the County determined that contracting with community-based service providers was

a more effective and efficient model than directly relying on County staff. Mental health contracts are therefore let based on a competitive procurement process. In both cases, the service is considered a core county function; although the service delivery method varies.

- Partner – Specific functions, while not found to be a core function of county government, may by virtue of their proximity to the mission of the county, be performed in partnership with other organizations. Clatsop County’s collaborative role could be performed via financial support, technical assistance, or the formation of a new organization (typically a not-for-profit). Three general criteria apply in the decision to partner, including: 1) the effort complements the County’s mission; 2) there would be a significant return on the investment to the target group; and 3) the absence of funding introduces future financial risk to the County.

Example of partnerships include funding and participation in 1) Affordable Housing Study; and 2) Clatsop Economic Development Resources (CEDR). In both cases, while the County is not a direct service provider, participating as a “partner” allows the County to actively engage in closely aligned and mission related topics.

- Supporter – Absent the assumption of either a direct service or partner role, a major function the County performs is that of supporting activities of other organizations or sectors consistent with the County’s vision and mission. Since the Board of Commissioners is the only general-purpose political body with geographic perspective over the entire County, it addresses, and continues to elevate, critical issues that require intervention. This role does not assume the County has the final word in setting a community-wide agenda. However, the organization, via broad perspective, does have the capacity to assist in that effort.

Examples include working with others to highlight support of elementary, secondary or higher education needs, and volunteering in support of cultural, religious, charitable or family activities. This would include the County’s annual charitable campaign to benefit local nonprofit agencies.

Fundamental 2: Clatsop County is Primarily a Funder of Countywide Services

The County is primarily a countywide service provider, as opposed to a provider of services that only benefit specific geographic areas or districts. Countywide services are typically funded by property taxes, other general-purpose revenues, or other special revenues dedicated to those services. Contributions to outside agencies (fulfilling a Partner role) are also typically focused on those providing countywide services.

Examples of countywide services include assessment and taxation, elections, public health, surveyor, animal services, parks, district attorney, jail, probation/parole and juvenile services. These services are traditionally provided by counties.

Fundamental 3: Clatsop County Needs Everyone to do Their Part

The County must rely on the participation of other government agencies, as well as nonprofit, business, civic and religious organizations, individuals and families to provide the full range of services and activities required in a healthy and sustainable community. The County cannot do it alone.

Fundamental 4: Clatsop County Provides and Funds Services in Accordance with the Strategic Plan, Resource Management Strategy, Budget Policy and Long-range Financial Plan

These policies are adopted by the Board of Commissioners and form the policy framework for funding and service decisions.

PART A: NON-PROFIT SOCIAL SERVICES – SUGGESTED FUNDING APPROACH

The federal and state government fundamentally funds the safety net for those most vulnerable in our community, including mental health; alcohol, drug and gambling treatment; and services to aging, veterans, children and youth and developmentally disabled. The County's role in these service areas vary from direct service provider typically via contractor, to partner and supporter.

While resources are arguably insufficient in any and all of these service areas, three historically underfunded and essential services to the Clatsop County community include homeless and affordable housing services; food security; and victims of domestic violence. The county does not provide direct services in these areas; but has the opportunity to play an enhanced "partner" role by directing strategic and select financial assistance. One could argue, that in these particularly challenging times, providing the essential needs of shelter, food and assistance to victims of domestic violence as well as those facing mental health and addiction challenges, is of critical public interest.

In evaluating options to enhance County support, staff recommends strategically directing resources to offset capital infrastructure expenses (overhead) of these vital agencies. The County-received ARPA funds would be restricted by a formal agreement to capital (building, vehicles, office equipment) related expenses (within Clatsop County), including operation, maintenance, repair and replacement.

The County's dedicated capital-related investment will allow the agency to meet essential business needs and possibly redirect other operating dollars to high priority service areas. This funding approach reduces the monitoring and reporting requirements of both the receiving agency and the County; while expanding the respective agency's ability to meet the growing demand for services. Staff recommends contributions be considered and finalized on an annual basis through December of 2024 in conjunction with the ARPA funding concept as part of the budget process.

To identify not-for-profit partners for inclusion in the “Capital-related operations, maintenance, repair and replacement” funding strategy, staff applied the following criteria:

- 1) Critical and underfunded services to the most vulnerable in our community, with particular focus on the homeless (unsheltered), food insecurity and victims of domestic violence;
- 2) The services complement the County’s mission and other Board priorities;
- 3) The services are available countywide;
- 4) There would be a significant return on the investment to the target group; and
- 5) The absence of investment introduces future financial risk to the County organization.

Funding Recommendation

Based on these criteria, five organizations have been initially identified for potential funding.

- Clatsop County Community Action

A not-for-profit agency specializing in food, housing and energy assistance. Key program areas, include:

- Regional Food Bank (RFB) located in Warrenton. The RFB fights hunger in Clatsop County by distributing food to partner agencies and directly to clients.
- Various housing programs, including 1) short-term rental assistance; 2) emergency shelter assistance; 3) elderly rental assistance; 4) veterans housing assistance; and 5) continuum of care case management.
- Energy Assistance Program to assist clients with energy bill payments.
- ID replacement, personal care pantry and clothing vouchers.

- Helping Hands Reentry Program

A not-for-profit transitional shelter providing individual case management, resources and support. Helping Hands operates an 80-bed facility in Astoria and 8 beds in Seaside. The Mission of Helping Hands is to provide a helping hand to a sustainable life through Resources, Recovery, and Reentry.

- The Harbor

A not-for-profit advocacy center for survivors of domestic abuse, sexual assault and stalking. The agency provides information, support, resources and an emergency shelter.

- Astoria Warming Center

A not-for-profit warming shelter providing individuals a safe place to seek shelter during severe weather that also provides support, resources and a hot meal to the unsheltered population.

- LiFEBoat Services

A not-for-profit advocacy center that serves two purposes in separate co-located spaces
1) helping individuals navigating a diagnosed mental illness; 2) providing a safe place for the unsheltered population to receive resources, support and emergency shelter.

Next Steps

Contracts will be considered annually by the Board of Commissioners based on needs and available resources. Should an identified agency add additional services or discontinue providing specific services, these will be evaluated and inform future funding recommendations.

Exhibit B

LiFEBoat Services – Day-Time Navigation

ARPA Proposal 2023/24

\$25,000

Current low-barrier, drop-in services at 1040 Commercial Street include:

- Light breakfast, coffee
- Public restroom
- Utility sink
- Washer/Dryer
- Computers
- Mail services
- WiFi
- Phones
- Hot meal at noon
- Clothing closet
- Hygiene items and essential needs items
- Public health information and condoms
- Low-barrier rental assistance and deposits

Advocacy & Co-located Services – every week

- CBH Recovery Allies
- CODA case managers
- CCA Homeless Liaisons
- CPCCO Community Outreach Representatives
- LiFEBoat Services' staff assisting with:
 - ID's
 - Housing applications
 - Employment referrals
 - Connection to services
 - Addiction/mental health support
- SMART Recovery meetings facilitated on-sight every week – open to all
- The Harbor Advocates on-sight and on-call

Addressing Community Concerns:

LiFEBoat Services has spent the past year addressing community concerns and implementing policies, procedures, and standards that all staff and clients must adhere to. We have actively addressed the downtown business's concerns regarding client visibility. We have good

relationships with our neighboring businesses and the number of crisis' calls and police calls have significantly decreased.

2022/23 ARPA Funds:

We spent the 2022/23 ARPA funds on exactly what they were designated for: sprinkler installation and security. These goals have been met and that money has been reported on.

2023/24 ARPA Funds Proposal:

Shower Installation.

With the closing of the AWC and the suspension of the Aquatic Center scholarship passes, there are currently zero public showers available to Astoria residents. This has had a significant impact on our clientele as basic hygiene and cleanliness is a vital piece of rehabilitation, employment, and overall human dignity. LiFEBoat Services would like to install a shower in the lower level of the 1040 Commercial Street. The shower installation project is ready to implement. The installation will also allow LiFEBoat Services to open up emergency shelter beds at 1040 Commercial Street. **We estimate that our requested \$25,000 will cover the entirety of the shower install.**

**Clatsop County's Estimated
American Rescue Plan Act Funding Allocations** (Updated 4/21/23)

| Federal Guidelines | Category | Year 1 (FY 21-22) | Year 2 (FY 22-23) | Year 3 (FY 23-24) | Year 4 (FY 24-25) | Total | Spent-To-Date (3/16/23) |
|---|--|----------------------|----------------------|----------------------|----------------------|---------------------|----------------------------|
| #1 Respond to the Coronavirus health impacts or economic impacts including assistance to households, small businesses, non-profits, and impacted industries including hospitality, travel, and tourism | Economic Development | \$ - | \$ 162,600 | \$ 120,000 | \$ 120,000 | \$ 402,600 | \$ 157,949 |
| | Child Care Initiatives | \$ - | \$ 200,000 | \$ 150,000 | \$ 150,000 | \$ 500,000 | \$ 200,000 |
| | Navigation Center Support | \$ 70,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 220,000 | \$ 70,000 |
| | Emergency Shelter System Support | \$ 100,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 1,000,000 | \$ 100,000 |
| | Other Non-profit Support | \$ 100,000 | \$ 100,000 | \$ 50,000 | \$ 50,000 | \$ 300,000 | \$ 150,000 |
| | Mental Health Crisis Response (CBH) | \$ 80,000 | \$ 160,000 | \$ 160,000 | \$ 80,000 | \$ 480,000 | \$ 240,000 |
| | Enhanced Mental Health Services (Jail) | \$ - | \$ 25,000 | \$ 88,800 | \$ 88,800 | \$ 202,600 | \$ - |
| | Affordable Housing Development | \$ - | \$ 75,000 | \$ 125,000 | \$ 125,000 | \$ 325,000 | \$ 75,000 |
| | Affordable Housing Grants (predevelopment) | \$ - | \$ 150,000 | \$ 100,000 | \$ 100,000 | \$ 350,000 | \$ - |
| | | \$ 350,000 | \$ 1,222,600 | \$ 1,143,800 | \$ 1,063,800 | \$ 3,780,200 | \$ 992,949 |
| #2 Provide premium pay for essential workers up to \$13 an hour with an annual cap of \$25,000 | N/A | | | | | \$ - | \$ - |
| #3 Cover for lost revenue in providing services | Invest in Public Health Infrastructure | \$ 350,000 | \$ 375,000 | \$ 350,000 | \$ 350,000 | \$ 1,425,000 | \$ 725,000 |
| | Jewell School Based Health Center | \$ - | \$ 125,000 | \$ 125,000 | \$ - | \$ 250,000 | \$ 93,750 |
| | County Facility Space Planning | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 | \$ 150,000 |
| | Emergency Preparedness/Resiliency | \$ 26,000 | \$ 33,975 | \$ 29,000 | \$ - | \$ 88,975 | \$ 59,696 |
| | | \$ 526,000 | \$ 533,975 | \$ 504,000 | \$ 350,000 | \$ 1,913,975 | \$ 1,028,446 |
| #4 Make investments in water, sewer, or broadband infrastructure | Rural Internet/Comms Accessibility & Enhancement | \$ 525,000 | \$ - | \$ 350,000 | \$ 155,000 | \$ 1,030,000 | \$ 525,000 |
| | Water Assessment - Clatsop Plains | \$ 25,000 | \$ - | \$ 50,000 | \$ 50,000 | \$ 125,000 | \$ 25,000 |
| | County-Wide Septage | \$ - | \$ - | \$ 410,000 | \$ - | \$ 410,000 | \$ - |
| | Anaerobic Biodigester Feasibility | \$ 30,000 | \$ 30,000 | \$ 25,000 | \$ - | \$ 85,000 | \$ 55,000 |
| | Private Septic Maintenance/Upgrade Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Westport Sewer District Improvements | \$ 170,000 | \$ 130,000 | \$ - | \$ - | \$ 300,000 | \$ 170,000 |
| | | \$ 750,000 | \$ 160,000 | \$ 835,000 | \$ 205,000 | \$ 1,950,000 | \$ 775,000 |

| | | | | | | |
|------------------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Year 1-4 Totals | \$ 1,626,000 | \$ 1,916,575 | \$ 2,482,800 | \$ 1,618,800 | \$ 7,644,175 | \$ 2,796,395 |
| | Contingency | | | | \$ 168,865 | \$ - |
| | Clatsop County's Total ARPA Dollars | | | | \$ 7,813,040 | \$ 2,796,395 |

Note - Funding must be expended/under contract by 12/31/2024

LiFEBoat Services



April 15, 2022

ARPA Funds – Report of Services

LiFEBoat Services

1040 Commercial St, Astoria, Or 97103

503-662-8928

lifeboatservices2021@gmail.com

LiFEBoat Services received **\$35,000** from Clatsop County - American Rescue Plan Act - to be used for: services to the unhoused population in Clatsop County, including navigation services; enhanced site monitoring and management to address impacts on surrounding businesses; installation, maintenance and repair of capital requirements related to program delivery and operations.

To date, LiFEBoat Services has not used any of these funds. Funds will be used in the upcoming months for: 1) sprinkler installation in the building; 2) partial salary for a security person to monitor the entryway and the outside of the premises of the building.



Annual Use of Funds Report

American Rescue Plan Act Funding for Community Partners

1. ARPA FUNDS RECIPIENT

A) Agency

Name of Agency: LiFEBoat Services

Address: 1040 Commercial St Astoria OR 97103
Street Address City State Zipcode

Website (if applicable): lifeboat-services.org

B) Contact Information

Name, Title: Osarch Orak Executive Director

Phone: (971) 201-6698 Email: lifeboatservices2021@gmail.com

2. ANNUAL REPORT DETAILS

A) Performance Period

Please identify the performance period for this report.

- | | |
|--|--|
| <input type="checkbox"/> July 1, 2021 - March 31, 2022 | <input type="checkbox"/> April 1, 2024 - March 31, 2025 |
| <input checked="" type="checkbox"/> April 1, 2022 - March 31, 2023 | <input type="checkbox"/> April 1, 2025 - March 31, 2026 |
| <input type="checkbox"/> April 1, 2023 - March 31, 2024 | <input type="checkbox"/> April 1, 2026 - December 31, 2026 |

B) Services Provided (Purpose of Funds)

Please identify which category below (no more than one) best represents the the services associated with the agency's ARPA funding agreement(s).

- | | |
|---|--|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other Non-Profit Support |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Mental Health Crisis Response |
| <input checked="" type="checkbox"/> Navigation Center Support | <input type="checkbox"/> Affordable Housing |
| <input type="checkbox"/> Emergency Shelter Support | <input type="checkbox"/> Other: _____ |

3. USE OF ARPA FUNDS

A) How were ARPA funds spent during this most recent performance period?

(3-5 sentences)

The funds were expended on enhanced security, and fire sprinkler install.

B) What was the impact/outcome?

(maximum of 10 sentences)

The funds allowed us to more effectively address concerns of excessive loitering at our Navigation Center outside of 1040 Commercial st in downtown Astoria. We believe that this goal has, and continues to be accomplished.

These funds were also used to help cover the cost of meeting fire code for emergency shelter occupancy. The sprinkler installation has been completed.

C) What is the agency's plan for remaining funds (if any)?

(2-3 sentences)

As of 1-31-2023, we have expended all of the \$35,000 granted us.

4. ARPA FUNDING TOTALS

A) Amount Awarded

| ARPA Funding Year (when funds were awarded) | Amount |
|--|--------------------|
| Year 1 (FY 21-22) | \$35,000.00 |
| Year 2 (FY 22-23) | |
| Year 3 (FY 23-24) | |
| Year 4 (FY 24-25) | |
| Total | \$35,000.00 |

B) Amount Expended

| Performance Period | Amount |
|-----------------------------------|--------------------|
| July 1, 2021 - March 31, 2022 | \$0.00 |
| April 1, 2022 - March 31, 2023 | \$35,000.00 |
| April 1, 2023 - March 31, 2024 | |
| April 1, 2024 - March 31, 2025 | |
| April 1, 2025 - March 31, 2026 | |
| April 1, 2026 - December 31, 2026 | |
| Total | \$35,000.00 |

C) Total Funds Remaining: _____ \$0.00

5. SUPPORTING DOCUMENTS

A) Expense Report

Please attach an itemized expense report detailing ARPA funds expended during this most recent performance period. Do not include any other agency expenditures.

LiFEBoat Services

American Rescue Plan Act Funding Annual Reporting 2022-2023

| | | |
|--|----------------------------|------------------|
| TOTAL GRANT AWARD | | \$35,000 |
| Partial Security Enhancement Payroll Costs | 4-1-2022 Through 3-31-2023 | -\$17,500 |
| Partial Fire Sprinkler Installation Costs | 4-1-2022 Through 3-31-2023 | -\$17,500 |
| REMAINING BALANCE | | \$0 |

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Project Turnkey – Columbia Inn Operating Agreement and Operational Plan

Category: Consent Calendar

Presented By: Monica Steele, Assistant County Manager
Elissa Gertler, Housing Manager

Issue Before the Commission: Approval of the Columbia Inn Emergency Shelter Agreement and Operational Plan

Informational Summary: County staff continue to take the necessary steps toward the opening of the Project Turnkey 2.0 – Columbia Inn shelter project.

Two necessary next steps include an operating agreement as well as an operating plan.

1. The County will be contracting with Clatsop Community Action (CCA) as the Agency to assume the overall coordination of the day-to-day operations of the facility per the attached operating agreement.

2. Within the operating agreement it states that the Agency will have an operational workplan agreement which clearly defines the Agency's roles and responsibilities.

The agreement and plan were presented and discussed before the Board at the June 28, 2023 work session and reflect the collaborative efforts of County and CCA staff as well as any applicable edits from the work session.

Fiscal Impact: None

Requested Action:

Authorize the County Manager to sign the operating agreement, and any amendments, with CCA for the Columbia Inn Shelter.

Attachment List

A. Columbia Inn Shelter Agreement

B. Operational Plan for Columbia Inn Shelter

**PROJECT TURNKEY – COLUMBIA INN
EMERGENCY SHELTER AGREEMENT**

This **Agreement** is made and entered into this day _____ of _____, by and between Clatsop County (“**County**”); and Clatsop Community Action (“**Agency**”).

WHEREAS, the County wishes to enter this Agreement to provide the County owned facility located at 495 Marine Drive, Astoria OR 97103 (“**Premises**”), for the operation of the Project Turnkey 2.0 Shelter (“**Shelter**”); and

WHEREAS, Agency desires to operate the Shelter on County property, at the Premise and

WHEREAS, Agency agrees to administer the operation of the Shelter in accordance with the terms of this Agreement; and

WHEREAS, Agency agrees to provide program management, service coordination, planning and on sight services and supports.

IN CONSIDERATION WHEREOF, the parties mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which Agency is authorized to use the Premises to operate the Shelter for adults and families. In addition to the terms and conditions stated in this Agreement, the Shelter shall also be operated in compliance with the City of Astoria Code and other city requirements.

2. TERM

The initial term of this Agreement shall be for the period commencing from July 13, 2023 through June 30, 2025 with the option to extend the agreement annually upon mutual written agreement.

This agreement may be terminated by either party with not less than sixty (60) days’ written notice prior to the expiration of the then current renewal term.

3. CONSIDERATION

In consideration of the operation of the Shelter by Agency in a manner consistent with the terms and conditions in this agreement, the County will not charge Agency for use of the Premises. In further consideration of the use of the Premises by Agency free of charge, Agency agrees to actively coordinate with County, all incorporated cities, and community partners to address homelessness during the term of this Agreement.

4. RESTRICTIONS ON USE

As the Shelter administrator, Agency agree to conduct the following program requirements and regulations. Agency agrees to:

4A. Establish and operate an overnight adult and/or family shelter at the Premises that is open every night. Agency is hereby authorized to operate the Shelter under this Agreement for 24 hours a day, 365 days a year.

4B. Require all Shelter intakes to be conducted by Agency staff, meeting all standards for HMIS data/reporting requirements of granting agencies and state homelessness declaration requirements. All industry standard(s) applicable to shelters with regard to staff/client ratios, level of staff training, procedures for monitoring clients while at the shelter, and resources available for emergency cases shall also apply as a minimum standard to the shelter operated pursuant to this Agreement.

4C. Provide/coordinate services on the Premises to adults over the age of 18 and minors accompanied by family members or their legal guardian. The primary populations served will be women fleeing domestic violence, families with children, individuals coping with addictions, LGBTQIA+, minorities, Hispanic/Latinx, veterans, seniors, individuals with disabilities, and those struggling with trauma recovery and/or mental illness. Should beds be available and do not conflict with funding requirements, other populations may be served at the discretion of the Agency should space be available.

4D. Ensure that no more than seventy-five (75) individuals are served by the Shelter at the Premises at any one time. This is the maximum number of persons allowed to be served by the Shelter as established by the City of Astoria Fire Chief.

4E. Assess individuals seeking to stay in the Shelter for alcohol and drug use. Any resident or prospective resident of the Shelter who poses a risk to themselves or others will not be allowed to stay at the Shelter and may be offered an optional location if available. If a resident should refuse to leave, the police shall be notified.

4F. Comply with all health, safety and fire codes.

4G. Attend advisory meetings as needed with County staff, City staff, social service providers and community partners. Inform and update advisory committee regarding all major operational issues and concerns.

4H. Comply with all applicable parking requirements.

4J. Maintain an accurate log of police contacts at the Shelter. Share with advisory committee when and as appropriate.

5. COMPLIANCE WITH AGREEMENT AND APPLICABLE LAWS

5A. Provisions of this Agreement supersede any conflicting provisions of the Shelter Operations Workplan Agreement, decisions made by Agency or policies and procedures of any other shelters, agencies or organizations.

5B. The County may periodically monitor and evaluate Agency's performance in meeting the standards for implementation of this Agreement.

6. CONDITION OF THE PREMISES

Agency hereby certify that they have inspected the Premises and has found it to be in good condition. Agency shall not use or permit the Premises, or any part thereof, to be used for any purposes other than those set forth above. In addition, no use of the Premises shall be made that results in: (i) littering; (ii) a public or private nuisance; or (iii) damage to the Premises. The County shall be responsible for all major building system repairs (i.e. roof, HVAC, electrical, plumbing). Agency shall promptly notify County if any repairs are needed to any major building system.

Agency shall be responsible for all routine repairs, property damage and normal wear and tear; and shall, at the termination of this Agreement, leave the premises in as good condition and repair as reasonable and proper use thereof will permit.

7. ASSIGNMENT

The County shall have the right to assign this Agreement. In the event of any assignment, the Agency agrees to recognize such Assignee as Landlord and Property Owner and shall execute, upon request, an instrument certifying the good standing of this Agreement and the terms hereof, and an agreement and modification of Agreement documenting the assignment. Upon such assignment, the County shall automatically and without need for further action be deemed released from all obligation and liability hereunder.

This agreement may not be assigned by the Agency without prior written consent of the County.

8. HOLD HARMLESS

Agency agrees to indemnify and hold harmless the County, its agents, officers, and employees of and from any and all expenses, claims, suits, or demands arising from or in connection with any claim which hereinafter may be presented by anyone arising out of or relating to Agencies' performance under the terms of this Agreement.

9. INSURANCE

Agencies agree to provide the County with a Certificate of Insurance for a general liability insurance policy. Said insurance policy shall name Clatsop County as an additional insured and provide liability insurance coverage in the amount of no less than \$2,000,000 (two million dollars) per occurrence and no less than \$4,000,000 (four million dollars) in the aggregate.

10. RECORDS, VOUCHERS AND REPORTS

10A. Agency agrees to comply with the requirements of the State of Oregon's Guidelines for Reports and Record Retention, which are hereby incorporated herein by reference.

Agency agrees to submit to the County schedules and a report on or before the 15th day of each month showing Shelter statistics for the preceding month for each month in which the shelter is open. All State shelter reporting requirements will be met and at a minimum, each such report shall show the number of unduplicated individuals served by the Shelter during the previous month, the number of nights of stay at the Shelter for each individual, the number of individuals reporting a previous Clatsop County residence prior to any current or past admission to the Shelter, and a breakdown of Shelter residents by the gender which they identify.

Additionally, the disposition of each individual served should be reported to the County on a monthly basis (e.g., "admitted to the Helping Hands Shelter," "left – destination unknown," "alternate housing found," or "left the area").

10B. Agency agrees to make its financial records available for examination, transcription, and audit by the County, its designees, and other authorized bodies within five business days of request by the County if requested. For the term of this agreement, Agency further agrees to obtain an annual audit or financial review of its records for the period covered by this Agreement by an independent public accountant for review by the County within six months after the end of Agency's fiscal year, which runs from July 1 to June 30 each year.

11. OPERATIONAL WORKPLAN AGREEMENT

Within a reasonable time, prior to the commencement of operations, Agency will provide the County with an operational work plan which clearly defines the Agency's roles and responsibilities. The operating agreement will include:

11A. Defined operating standards which include:

- (i) Who will be the point of contact for operating concerns;
- (ii) Roles and responsibilities of any operational partners or third-party service providers;
- (iii) What will the admittance/intake process for individuals and/or families staying on site be;
- (iv) How will rooms be cleaned and laundry done;
- (v) How/when meals will be served;
- (vi) What will the curfew be for individuals and/or families utilizing shelter beds;
- (vii) What will the process be for individuals and/or families being admitted after curfew;
- (viii) Rules/regulations for individuals and/or families staying on the premises;
- (ix) Should removal from the premises need to take place the process that will occur in accordance with all applicable laws;
- (x) "Good Neighbor Agreement";
- (xi) How will conflict resolution between Agencies take place and what will

- the County's role in finding resolution be;
- (xii) Regular monthly meetings between the County, Clatsop Community Action and The Harbor will occur to keep all parties informed.

12. TERMINATION

Any of the parties may terminate this agreement for any reason with sixty (60) days written notice.

13. PLACE OF NOTIFICATION

All notifications under this Agreement shall be submitted as follows:

If to Clatsop County:

Monica Steele, Asst. County Manager
800 Exchange Street, Suite 410
Astoria OR 97103
503-325-1000 x1306

If to Clatsop Community Action:

Viviana Matthews, Executive Director
364 9th Street
Astoria OR 97103
971-308-1031

14. APPROVAL AUTHORITY

By authority designated by the Clatsop County Board of Commissioners, the County Manager or designee, has executed this Agreement on behalf of the County. By authority granted by the Board of Directors of Clatsop Community Action to agency designee, Clatsop Community Action has executed this Agreement on behalf of the Agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CLATSOP COUNTY

By:_____ Don Bohn, County Manager

CLATSOP COMMUNITY ACTION

By:_____ Viviana Matthews
Executive Director



Operational Plan for Columbia Inn Shelter

DRAFT

1 Points of Contact for Operating Concerns

1.1 IMPORTANT PHONE NUMBERS / CONTACT INFO

- Fire, Police, or Medical emergencies: 911.
- Fire, Police, or Medical non-emergency: 503-738-6311
- **Shelter Address:** 495 Marine Drive, Astoria, OR 97103
- **Shelter Coordinator:**
[TBD Cell Phone: Office Phone Email:]
- **Shelter Program Back-up:**
Viviana Matthews, Clatsop Community Action
Cell Phone: 503-298-0476
Office Phone: 503-325-1400
Email: vmatthews@ccaservices.org
- **Clatsop Behavioral Health:**
24/7 Mobile Crisis: 503-325-5724
- Columbia Inn Shelter Phone:
[TBD] The office will be staffed and open 24 hours a day.
- Clatsop County Public Health Department:
503 325-8500

The safety of participants and staff is essential. In the event of a fire, medical emergency, mental health crisis, or acts of aggression, please call 911 immediately. After emergency services have been called, contact the program manager or back-up listed above.

2 Trauma Informed Care

Clatsop Community Action and Partners maintain a trauma-informed environment. All staff working at the shelter receive training on trauma-informed care. Compassion and understanding inform all the decisions we make, and impact our interactions with participants.



3 Roles and Responsibilities of Any Operational Partners or Third-Party Service Providers

Clatsop Community Action (CCA) recognizes the importance of collaborative partnerships in effectively operating the Emergency Shelter. The roles and responsibilities of operational partners and third-party service providers are outlined as follows:

3.1 Clatsop Community Action (CCA):

CCA will assume the overall coordination of the day-to-day operations of the Emergency Shelter.

CCA will provide housing-related case management services to shelter participants, ensuring access to supportive resources and facilitating their journey towards stable housing.

CCA will extend its services to various underserved populations, including Veterans, Latin(x) individuals, and families in need of assistance.

CCA will oversee the implementation and management of the Community Health Worker program, which aims to promote the overall well-being and health of shelter participants.

3.2 The Harbor:

The Harbor, as a key partner, will focus on providing advocacy and support specifically tailored to families fleeing domestic violence.

They will offer comprehensive services aimed at ensuring the safety, empowerment, and recovery of survivors.

The Harbor will work closely with CCA to ensure a seamless integration of their services within the broader framework of the Emergency Shelter.

3.3 Other Operational Partners and Third-Party Service Providers:

Additional partners may be engaged based on evolving needs and programmatic requirements.

These partners will provide programmatic support and specialized services to address the unique needs of specific populations within the shelter, as identified through ongoing assessments and community feedback.

Their roles and responsibilities will be determined collaboratively, ensuring alignment with the overall mission and goals of the Emergency Shelter.

It is essential for all operational partners and third-party service providers to maintain open lines of communication, actively collaborate, and share resources and expertise to deliver comprehensive and person-centered services to shelter participants. Regular meetings, joint planning, and ongoing evaluation will facilitate the successful implementation and continuous improvement of the Emergency Shelter's operations.



This framework acknowledges the diverse expertise and contributions of each partner, creating a cohesive and inclusive environment that fosters the well-being and success of shelter participants.

4 Admittance/Intake Process

The admittance/intake process for individuals and families staying on-site at the Emergency Shelter is currently being developed. While it is still subject to further refinement, the working draft notes suggest the following approach:

4.1 Referral-Based Intake Process:

The intake process will be referral-based, involving coordination between case management services provided by Clatsop Community Action (CCA) and The Harbor.

Individuals and families seeking shelter will be referred to the Emergency Shelter through established channels, such as coordinated entry systems or direct referrals from partnering agencies and community organizations.

4.2 Eligibility and Referrals:

Access to shelter services is coordinated through a referral process, which may include utilizing the Coordinated Entry system or a similar mechanism. The purpose of this process is to ensure fair and consistent prioritization of individuals and families in need while maintaining a low-barrier approach to access.

Referrals from local community partners are the primary method for accessing shelter services. Out-of-area referrals require approval from the Shelter Coordinator. Referrals will be accepted during scheduled hours, as outlined in the [Hours of Operation / Curfew] section, with provisions made for after-hours intakes or late arrivals, as specified in the [After-Hours Intakes / Late Arrivals] section.

To determine eligibility for admission to the shelter, case managers from CCA and The Harbor (and potentially other relevant Community Partners) will collaborate in the assessment process. Eligibility will be evaluated based on the specific populations the shelter aims to serve, which include individuals fleeing domestic violence, 2SLGBTQIA+ individuals, families with children, Latin(x) individuals, youth, veterans, and other underserved community members.

4.3 HMIS data management

In line with best practices, the shelter will employ a Homeless Management Information System (HMIS) for data collection and management. HMIS will play a central role in capturing and tracking client information, service utilization, and outcomes. The confidentiality and security of HMIS data will be strictly maintained to ensure compliance with privacy regulations.



Please note that the specific details of the Coordinated Entry process, HMIS data collection, and any additional intake criteria will be further developed and communicated in accordance with established guidelines and regulations.

4.4 Vacancy and Availability:

Shelter staff will maintain real-time information regarding shelter occupancy and available beds.

Case managers, in coordination with shelter staff, will assess the availability of suitable accommodations and make placements accordingly.

Factors such as family size, special needs, and safety considerations will be considered when determining the most appropriate placement.

4.5 Intake Process

It is important to note that these are preliminary details, and the actual admittance/intake process will be finalized based on the collective expertise and experience of the operational partners, as well as in compliance with local regulations and best practices in shelter management.

The aim of the intake process is to ensure that individuals and families in need are provided access to the Emergency Shelter in a fair, efficient, and supportive manner. The process will prioritize those facing immediate homelessness and align with the broader mission of providing safe and inclusive temporary housing to diverse and underserved populations.

Further discussions and collaboration will be undertaken to establish a comprehensive and streamlined intake process that meets the unique needs of the Emergency Shelter and the individuals it serves.

Once a referral arrives, Intake staff should determine if the person has received services previously, and whether appropriate paperwork is on file (client intake agreement; up-to-date demographic information; releases of information; ShelterPoint / HMIS; shelter-specific agreement with Shelter Rules – new agreement to be signed upon day 1 of stay, regardless of previous engagement at the Shelter).

5 Participant Privacy and Visitors

Clatsop Community Action and partners are committed to protecting the right to privacy and confidentiality for all participants. Staff should NEVER confirm that a specific person is receiving services at this location without first confirming that the participant has signed a Release Of Information granting access to that information to the specific agency or individual in question. Because we serve many individuals who are fleeing unsafe situations, it is imperative that we accurately confirm identity and validity of release agreements prior to releasing any information.



All visitors must check in at the front desk for approval to be onsite (**NO UNREGISTERED GUESTS**). Visitors are allowed in designated visitation areas only, and are never allowed in sleeping areas.

6 Emergency Shelter Services

While utilizing the Emergency Shelter, participants will be assigned to a specific sleeping area and provided with meals (twice daily), access to showers, as well as advocacy and case management from CCA, the Harbor, and/or other community partners.

Participants must keep their areas clean and orderly while limiting their personal effects on-site to a Reasonable Number of lawful items that belong to them (i.e., no shopping carts, which are property of the store from whence they came). If a participant has a bicycle, it must be stored neatly in the designated location. The shelter does not provide bike locks and is not responsible for lost, stolen, or damaged personal belongings.

Emergency Shelter is offered for up to 30 consecutive nights at a time.

7 Reasonable Accommodations

At the Emergency Shelter, we are committed to providing reasonable accommodations to ensure equitable access and support for all participants. We recognize that individuals may have specific needs related to disabilities, medical conditions, language barriers, or other circumstances that require accommodation.

If you require a reasonable accommodation, please inform shelter staff or your assigned case manager, and we will make every effort to meet your needs.

8 Room Cleaning and Laundry Procedures

The cleanliness and maintenance of rooms, as well as laundry services, are essential for maintaining a safe and comfortable environment within the Emergency Shelter. The following procedures will be implemented:

8.1 Room Cleaning:

Participants of the shelter are required to remove their bedding following their stay and place it in the designated laundry area. Additionally, it is their responsibility to wipe down surfaces in their sleeping areas and other applicable areas. If participants are staying for an extended period, they must follow the set laundry schedule for bedding.

Shelter staff have the responsibility of regularly cleaning and maintaining the rooms. A cleaning schedule will be established to ensure thorough cleaning of all rooms, following established hygiene



protocols. This includes sanitizing surfaces, changing bedding, emptying trash, and ensuring overall cleanliness.

8.2 Maintaining a clean and hygienic environment is essential for the well-being and comfort of all shelter residents. Laundry Services:

Shelter staff will handle laundry services as required, ensuring that participants have access to clean bedding and linens.

Additionally, a shared community room will be available with a designated laundry facility for participants to use at their convenience.

Clear guidelines and instructions will be provided to participants regarding the proper use of laundry facilities, including scheduling and any applicable rules or limitations.

These cleaning and laundry procedures aim to uphold a clean and safe living environment for all shelter participants. Regular cleaning and proper laundry services contribute to the overall well-being and comfort of individuals and families seeking temporary housing.

Shelter staff will be trained on proper cleaning techniques and adhere to established standards to maintain cleanliness and hygiene throughout the facility. Regular inspections and quality control measures will be implemented to ensure that cleaning standards are consistently met.

9 Meal Service Procedures

Ensuring that individuals and families staying at the Emergency Shelter have access to nutritious meals is a vital aspect of our services.

Mealtimes will be posted in appropriate shared / public spaces. Meals will be provided twice daily, and snacks will be available 24/7 to reduce anxiety that participants may feel surrounding prior food insecurity. Staff will help participants access local food programs to develop independence when possible. Limited cold and pantry storage will be available for participants to store personal food items.

Meals and snacks vary based on availability of food items, as many items are donated through food banks, pantries, churches, social service agencies and individuals. Due to the varied nature of the menu, special dietary accommodations cannot always be made for restrictive diets (vegan, gluten free, dairy free, dialysis or diabetic restrictions, etc.), though every effort will be made.

The following procedures outline how and when meals will be served:

9.1 Meal Preparation:

- Meals will be prepared off-site by designated food service providers or catering services.
- Emphasis will be placed on providing well-balanced, nutritious meals that cater to diverse dietary needs and preferences.



- Menus will be planned in advance, taking into consideration any dietary restrictions or special requirements of shelter participants.

9.2 Meal Delivery:

- Prepared meals will be delivered to the shelter at designated times for service.
- Shelter staff will be responsible for receiving and organizing the meals upon delivery.
- Meals will be securely stored and kept at appropriate temperatures to ensure food safety and quality.

9.3 Meal Service:

- Meals will be served twice daily, with specific timings communicated to shelter participants.
- Given the absence of a common dining area, meals will be provided in a "brown bag" style.
- Shelter staff will distribute the prepared meals to each individual or family, ensuring that everyone receives their designated portion.

9.4 Dietary Accommodations:

- Efforts will be made to accommodate dietary restrictions and preferences, as communicated by shelter participants during the intake process.
- Participants will be encouraged to provide necessary information regarding their dietary needs, allowing for appropriate meal planning and adjustments.

9.5 Hygiene and Safety:

- Shelter staff will adhere to strict hygiene practices when handling and distributing meals, including the use of gloves, proper handwashing, and following food safety guidelines.
- Disposable utensils, napkins, and condiments will be provided along with the meals to minimize contact and ensure hygiene.

Regular feedback from shelter participants regarding meal quality, variety, and dietary considerations will be encouraged. This feedback will be considered to enhance the meal service and address any specific needs or concerns.

By following these meal service procedures, we aim to provide nourishing meals to individuals and families in a convenient and safe manner. Our commitment to meeting dietary needs and ensuring food security contributes to the overall well-being and support of our shelter participants.

10 Hours of Operation / Curfew

10.1 Hours and Location

- Hours of Operation: The Columbia Shelter will be open and staffed 24 hours a day.
- Participant Check-in: 6 p.m. to 9 p.m.



- Quiet Hours/Curfew: 10:30 p.m. to 7 a.m.. During quiet hours, participants are expected to remain on-site, and no ins and outs are permitted. This policy ensures a peaceful and restful environment for all residents.
- Participant Check-out: 8 a.m.

Please note that the following policies are still being developed for shelter participants enrolled in ongoing programs:

Participants will not be required to leave their rooms during the check-out time if they are part of an ongoing program. Specific guidelines and procedures will be communicated to these participants in due course.

OR

Participants will be required to leave their rooms and temporarily vacate the shelter property during the check-out time until the designated check-in time. This temporary absence allows for necessary cleaning and preparation of the shelter facilities. Participants will receive clear instructions regarding check-out and check-in procedures.

These policies for shelter participants of ongoing programs will be established in a manner that balances the needs of ongoing program participants with the efficient operation and maintenance of the shelter. Clear guidelines will be communicated to all participants, and any updates or changes will be communicated in a timely manner.

Please be advised that these policies are still under development, and the final guidelines will be provided to participants accordingly.

10.2 Quiet Hours – [10:30 p.m. to 7 a.m.]

Quiet Hours are in place for the safety of staff and participants alike, and to protect participants' ability to sleep during typical night hours.

If a participant works a swing shift or an overnight shift, they may request exception to the Quiet Hours access rules, and are expected to be respectful of others when entering or exiting the property.

11 After-Hours Intakes / Late Arrivals

After curfew, the intake process will continue to rely on the referral system. Advocates from The Harbor and case managers from CCA will be available on-site or on-call to facilitate evaluations, check-ins, and provide necessary services for individuals and families seeking admission. This ensures that support and assistance are accessible even outside of regular operational hours.



12 Rules/Regulations for Individuals and/or Families Staying on the Premises.

12.1 Zero-tolerance policies:

The following are strictly prohibited:

- Weapons
- Drugs or alcohol on property
- Smoking or rolling cigarettes in the building
- Threatening, violent, disrespectful, or discriminatory talk or behavior
- Non-compliance with instructions from staff

At the shelter, we have a zero-tolerance policy for any breaches of our rules and regulations, as they are crucial for maintaining a safe and supportive environment for all residents. Violation of these policies will result in immediate expulsion from the shelter.

Consequences for violations are as follows:

- Immediate expulsion from the shelter for at least one night.
- Management reserves the right to make the expulsion permanent, resulting in being trespassed from the shelter property.

Refer to section [EXCLUSIONS] below for further policies and procedures regarding exclusion and trespassing.

12.2 Respect the space and the neighborhood:

- Use the provided trash containers for proper disposal.
- If you leave the premises during the night, except for supervised smoke breaks or a medical emergency, you will not be readmitted the same night.
- Smoking is only allowed in designated areas. Dispose of cigarette butts in the provided containers.
- Smoke breaks during the night are permitted only under staff supervision.
- Pets and service animals must be kept on a leash at all times while outside on the property, and owners are responsible for cleaning up after them. All pets will be kenneled while inside the shelter rooms.
- Follow the "Good Neighbor" agreement to maintain a positive relationship with the community:
- Respect the property and privacy of neighboring residents.
- Keep noise levels to a minimum, especially during quiet hours.



- Avoid congregating near residential areas.
- Maintain cleanliness and refrain from littering in the neighborhood.
- Be mindful of the impact on neighbors when entering or leaving the shelter.
- Observe quiet hours from 10:30 p.m. to 7 a.m. During quiet hours, participants are expected to remain on-site, and no ins and outs are permitted. This policy ensures a peaceful and restful environment for all residents. [Include check-out policies].
- Left-behind items: Any belongings found to be of value and/or utility that are left behind will be collected and stored for a period of no less than 30 days for retrieval by the owner. After that 30-day period, if the property has not been reclaimed then it will either be donated or thrown away.
- Prohibited camping: Camping on the property is strictly prohibited.

These rules are in place to ensure the safety, comfort, and well-being of all individuals and families staying at The Columbia Shelter. Compliance with these regulations is essential for maintaining a harmonious and respectful living environment.

13 Removal from Premises

13.1 DE-ESCALATION & CONFLICT RESOLUTION:

13.1.1 Addressing Disrespectful Behavior:

If participants are engaged in a conflict and/or exhibiting disrespectful behavior such as yelling, explain that such conduct is unacceptable at the shelter. Encourage them to disengage from the conflict and seek resolution in a calm and respectful manner. If they are unable or unwilling to do so, inform them that both parties involved will need to leave the shelter for the remainder of the night.

13.1.2 Zero Tolerance for Violence and Unsafe Language:

Violence or language that threatens or makes anyone feel unsafe, including hate speech or bullying, will not be tolerated. Such situations must be addressed immediately by shelter staff. Take appropriate steps to ensure the safety of all individuals involved and maintain a secure environment.

13.1.3 Separation and Active Listening:

In conflicts, separate the parties involved to diffuse tension and create a safe space for communication. Listen attentively to each individual's concerns and perspectives without judgment. Demonstrate empathy and respect for their feelings and experiences.

13.1.4 Encouraging Respectful Engagement:

Remind participants of the shelter's expectations for respectful behavior. Emphasize that everyone has the right to express their concerns but must do so in a manner that is free from yelling, threats, or



bullying. Offer suggestions and potential solutions to address the underlying issues contributing to the behavior.

13.1.5 Establishing Common Priorities:

Reinforce the importance of prioritizing the well-being and safety of all participants, particularly in adverse weather conditions. Remind individuals that finding resolution and maintaining a harmonious shelter environment benefits everyone's overall comfort and security.

13.1.6 Documentation and Reporting:

Document all incidents of conflicts, disrespectful behavior, or safety concerns in the shelter's log book or incident report form. Include relevant details such as the parties involved, a description of the incident, actions taken, and any follow-up actions required. This documentation will serve as a reference for addressing recurring conflicts and improving conflict resolution practices.

Remember, de-escalation and conflict resolution should be approached with sensitivity, empathy, and a commitment to creating a safe and respectful environment for all shelter participants. Regular training and ongoing communication among staff members can further enhance these skills and ensure consistent implementation of this policy.

13.2 EXCLUSIONS

The Emergency Shelter is committed to maintaining a safe and inclusive environment for all individuals accessing its programs. Exclusions are implemented as a last resort in situations where the safety and well-being of participants or staff are at risk, or when all other means of de-escalation and resolution have been exhausted. Additionally, in cases of severe or illegal behavior, the shelter management may choose to escalate the situation by involving law enforcement authorities. This action ensures the safety and well-being of all shelter residents and staff.

As part of our commitment to maintaining a secure environment, we may keep a list of trespassed individuals in coordination with our community partners. This list helps us ensure that individuals who have been trespassed from the shelter property are identified and not allowed access to other shelter programs or services within our network.

Please be aware that these consequences and escalation procedures are implemented to uphold the values of safety, respect, and accountability within the shelter.

13.2.1 Assessment and Consultation:

Before initiating an exclusion, shelter staff will conduct a thorough assessment of the situation in consultation with team members, supervisors, and program managers. This collaborative approach ensures a comprehensive understanding of the circumstances and allows for informed decision-making.



13.2.2 Immediate Exclusion:

In cases involving immediate threats to the safety of individuals or the shelter community, staff may implement an immediate exclusion. Immediate exclusions are temporary and typically last for the remainder of the night or until further assessment and decision-making can occur. All immediate exclusions must be reported promptly to the program manager or designated supervisor.

13.2.3 Extended Exclusions:

Exclusions lasting beyond a single night require a comprehensive evaluation based on the severity of the incident, potential risks, and impact on the shelter community. Program managers, in consultation with staff and supervisors, assess the need for extended exclusions considering program nature, guest/participant needs, and available resources. In warranted cases, individuals may be subject to trespassing from the shelter property to ensure safety. An 'excluded' list may be shared with law enforcement agencies to prevent access to other shelter programs or services within our network, prioritizing the safety and integrity of the shelter community.

13.2.4 Appeals Process:

Participants who have been excluded have the right to appeal the decision. The shelter will provide a clear and accessible appeals process that allows participants to present their case and provide additional information that may impact the exclusion decision. Appeals will be reviewed by a designated appeals committee or program manager not involved in the initial decision.

13.2.5 Documentation and Reporting:

All incidents leading to exclusions, including immediate and extended exclusions, must be documented thoroughly. Staff involved in the incident are responsible for providing detailed accounts in writing, capturing their perspectives, observations, and actions taken. This documentation serves as a crucial record for review, analysis, and ongoing improvement of shelter operations.

The exclusion policy will be regularly reviewed, updated, and communicated to all staff. Its implementation will align with the shelter's commitment to providing a safe, supportive, and respectful environment for individuals from diverse backgrounds and with varied needs.

13.2.6 Exclusion Criteria:

The following behaviors may result in exclusion from the Emergency Shelter:

- 1) Any violation of a Zero Tolerance policy [see above]



- 2) Physical Violence: Any act of physical violence, including assault, threat of harm, or use of physical force against another individual, will not be tolerated.
- 3) Substance Abuse: The possession, use, or distribution of alcohol, controlled or illegal substances, as well as excessive intoxication within the shelter premises is strictly prohibited.
- 4) Endangerment: Behaviors that endanger the safety or well-being of oneself, other participants or staff will not be tolerated. This includes actions such as arson, possession of weapons, or engaging in activities that pose a significant risk to others.
- 5) Harassment: Any form of harassment, including but not limited to sexual harassment, verbal abuse, discrimination, or intimidation towards participants, or staff will not be tolerated.
- 6) Violation of Shelter Rules: Repeated or severe violations of the shelter's rules and regulations, such as persistent disruption of the shelter's operations or refusal to comply with staff instructions, may result in exclusion.

13.2.7 Procedures:

- 7) Incident Reporting: Any incidents that warrant potential exclusion from the shelter should be promptly reported to the designated shelter staff or management.
- 8) Investigation and Documentation: Upon receiving a report or observing concerning behavior, the shelter staff will conduct a thorough investigation. The incident will be documented, including witness statements, evidence, and any relevant information.
- 9) Decision and Notification: Based on the investigation findings, the shelter management will make a decision regarding the exclusion. If an individual is deemed to have violated the exclusion criteria, they will be notified in writing of the decision and the reasons for their exclusion.
- 10) Appeal Process: An individual who has been excluded from the shelter may have the right to appeal the decision. The appeal process, including the steps and timeline, will be clearly communicated to the individual.

13.2.8 Re-Entry Evaluation:

In cases where an individual has been excluded, they may have the opportunity to reapply for admission to the shelter after a specified period. Re-entry will be evaluated on a case-by-case basis, considering factors such as the individual's willingness to comply with the shelter's rules, completion of any required rehabilitation programs, or evidence of behavior change.

13.2.9 Confidentiality:

All information related to exclusion proceedings, including personal details and incident reports, will be treated with strict confidentiality in accordance with applicable privacy laws and regulations.



13.2.10 Review and Revision:

This Exclusion Policy will be periodically reviewed to ensure its effectiveness and alignment with the shelter's goals and objectives. Any necessary revisions will be made in consultation with relevant stakeholders.

By adhering to this Exclusion Policy, we aim to maintain a safe, supportive, and inclusive environment within the Emergency Shelter for all individuals seeking assistance.

Exclusions are an emergency protocol to be used in unsafe situations, or as a last resort when de-escalation techniques have failed. Certain issues have immediate courses of action, such as violence or threats of violence. Please refer to the Exclusion Policy.

Before issuing an exclusion, take a few minutes to discuss the situation with your teammates, and contact the Shelter Coordinator or Back-up for advice if necessary or if the situation warrants it. It is okay to ask a participant to wait a short time—as long as there is no threat to anyone's safety—while the best course of action is decided on.

You may resort to instituting an immediate exclusion for the remainder of 1 night until a manager can respond with a decision about the full duration of exclusion. All exclusions of more than 1 night must be discussed with the Shelter Coordinator or Back-up. Always refer to the Exclusion Policy and let the participant know that a manager will follow up with them as needed.

Should a participant be excluded, they need to take all personal belongings with them. You have already made a good faith effort to resolve this issue with de-escalation which has failed, and consequences are important.

Document the incident in the log book. Staff involved should each document the incident in their own words from their point of view.

13.2.11 procedure for removal from premises

This procedure prioritizes the safety and well-being of all involved parties while adhering to legal requirements.

When a situation arises that may necessitate removal, the designated shelter staff or management thoroughly evaluates the circumstances. Factors considered include the severity of the behavior, potential risks to others, and violation of shelter rules. Based on this evaluation, a decision is made regarding the necessity of removal, ensuring compliance with applicable laws and regulations.

If removal is deemed necessary, the individual is notified in writing or verbally, providing clear reasons for the decision and relevant information regarding rights and options. All incidents leading to removal are documented, including evaluations, notifications, witness statements, evidence, and other pertinent information. Eviction procedures, if applicable, are followed in compliance with local, state, and federal laws, ensuring proper notice and adherence to legal timelines. In cases involving imminent



danger or illegal activities, law enforcement may be involved, following established protocols and legal procedures. Law enforcement and partner agencies will be notified of such removals and exclusions to prevent re-referrals of trespassed individuals back to the shelter, ensuring the safety and security of our residents and staff.

Individuals who have been removed from the premises have the right to appeal the decision through the shelter's established appeals process. A grievance process is also in place to address complaints and concerns related to the removal process. The procedure is regularly reviewed and updated to maintain ongoing compliance with applicable laws and regulations.

14 Vehicle Policy

Shelter participants may not bring a vehicle onto property without a valid Driver License, proof of registration, and current insurance. Vehicle parking is subject to availability. Program participants found to be driving a vehicle without a valid Driver License will be exited for criminal activity and asked to leave. All on-site vehicles must have a valid parking permit (registered with shelter staff).

15 Animals Policy

The Shelter will follow the guidance provided by the US Department of Housing and Urban Development, FHAAct Section 504, and ADA.

16 Weapons Policy

No weapons are permitted in the shelter [see Zero-Tolerance Policy].

17 Controlled Substances and MAT Policy

No controlled or mind-altering substances may be brought on site, unless the participant has a current prescription from a physician AND is granted an exemption from the Shelter Coordinator.

18 Tobacco Use

- Participants can consume tobacco products only in designated, outside areas.
- No rolling of cigarettes or use of e-cigarettes, vapes, matches, or lighters are permitted indoors.
- Quiet Hours building access rules apply. See Quiet Hours.

19 Sexual Activity and Romantic Relationships

No sexual activity of any kind is permitted in the facility, parking areas, or on the property.



It is well-documented that trauma impacts decisions that we make, and as many—if not all—participants have experienced some kind of trauma, staff and policies must protect participants from trauma-bonding to those who are assisting them through a very difficult time.

Unless a romantic relationship already existed prior to participation in any program, it is not appropriate to develop a romantic or sexual relationship between staff and participants. Staff are in a position of authority and have the responsibility to ensure that appropriate boundaries are kept.

20 “Good Neighbor Agreement”

[see rules above - section 8.2]

21 Conflict Resolution Between Agencies

Conflict resolution between agencies will be approached through open communication, collaboration, and a commitment to finding mutually agreeable solutions. When conflicts arise, the following steps will be taken:

- 1) Communication: The involved agencies will engage in open and respectful communication to understand each other's perspectives and concerns. This can involve meetings, discussions, and the sharing of relevant information.
- 2) Mediation: If initial communication does not resolve the conflict, mediation may be utilized. A neutral third party, such as a designated mediator or representative from the County, will facilitate discussions between the agencies to help identify common ground and reach a resolution.
- 3) County's role: The County will play a vital role in facilitating conflict resolution by acting as a mediator and providing guidance based on relevant policies and regulations. The County will bring expertise and a neutral perspective to help all parties find common solutions.
- 4) Collaboration and compromise: Agencies will be encouraged to work collaboratively and find compromises that address the underlying issues causing the conflict. This may involve revisiting agreements, adjusting procedures, or seeking alternative approaches that meet the needs of all parties involved.
- 5) Escalation to higher authority: In rare cases where conflicts cannot be resolved through communication, mediation, and collaboration, there may be a need to escalate the matter to higher authorities within the County or relevant governing bodies. This will be considered as a last resort to ensure a fair and just resolution.

The County's role in finding resolution is to facilitate the process, provide guidance, and act as a neutral party in addressing conflicts between agencies. They will bring their expertise and understanding of policies and regulations to assist in finding fair and workable solutions. Through effective communication, collaboration, and a shared commitment to serving the community, conflicts can be resolved in a manner that benefits all stakeholders involved.



Clatsop Community Action

364 9th Street

Astoria, Oregon 97103

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ccaservices.org

22 Regular monthly meetings.

Regular monthly meetings will be held to facilitate coordination and collaboration among the County, Clatsop Community Action, operational partners, community stakeholders, and law enforcement. These meetings serve as a platform to discuss ongoing operations, address concerns, share information, and foster effective partnerships. By bringing together key stakeholders, we aim to enhance communication, strengthen relationships, and ensure a coordinated approach in providing comprehensive support and services to our shelter residents and the community at large.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Approval of the Collective Bargaining Agreement
Category: Business Agenda
Presented By: Rebecca Cameron, Human Resources Director

Issue Before the Commission: Consideration of approval of the Collective Bargaining Agreements with Clatsop County and:
Clatsop County Law Enforcement Association (CCLEA) for July 1, 2023 through June 30, 2027

Informational Summary: Clatsop County and CCLEA have come to a mutual agreement for a Collective Bargaining Agreement with an effective date of July 1, 2023 through June 30, 2027. CCLEA membership ratified the tentative agreement on June 30, 2023.

Items of note in the CCLEA agreement include:

- **Contract Length**
 - Increase in contract length from 3 to 4 years
- **Addition of the Relief Medicolegal Death Investigator**
- **HSA Employer Contribution**
 - Increase of \$100/yr to \$1,100/yr for employee only coverage
 - Increase of \$200/yr to \$2,200/yr for employee + dependent
- **New HRA Employer Contribution**
 - \$250/yr for employee only coverage
 - \$500/yr for employee + dependent
- **Resident Deputy Allowance**
 - Increase from \$200/mo to \$400/mo
- **DPSST Certification**
 - Intermediate increase from \$100/mo to \$200/mo
 - Advanced increase from \$200/mo to \$400/mo
- **Various administrative changes to ensure compliance with updated laws/regulations**

Fiscal Impact: The overall fiscal impact to the adopted 2023–2024 budget is approximately \$120,000.

Requested Action: *“I move that the Board approve the 2023-2027 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association, and authorize the Chairperson to sign the agreements.”*

Attachment List

- A. Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association
- B. Redlined Version (CCLEA)

AGREEMENT

Between

CLATSOP COUNTY, OREGON

and

CLATSOP COUNTY LAW ENFORCEMENT ASSOCIATION

July 1, ~~2020-2023~~ through June 30, ~~2023~~2027

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ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 - Recognition. The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all employees, within the Sheriff's Office bargaining unit, excluding all other supervisors, confidential employees, nurses, casual employees and all employees working in other bargaining units.

1.2 - Employment Definitions.

A. Regular. Employees who have satisfactorily completed their probation period and who are employed to fill regular positions.

B. Full Time. Those employees whose regular work schedule is the full normal week for their department.

C. Part Time. Those employees who work on a regular work schedule of specific hours and days of the week which is less than the full normal workweek for their department. Prorated vacation and sick time benefits will accrue based on hours worked. Employees working less than 20 hours per week are not eligible for fringe benefits.

D. Casual Employees. Those employees hired, full or part time, for a definite period of time or for a job of limited duration with the understanding that there is no guarantee of continuation of employment. Casual employees shall be eligible for fringe benefits as provided for in Oregon and/or Federal Law.

E. Probationary Employees. Employees shall serve the eighteen (18) month probationary period pursuant to Article 13.2 and Article 13.6 of this Agreement; provided, however, that if a new hire at the time of appointment with Clatsop County possesses valid and current DPSST certification in the discipline into which the person is hired, the probation period shall be twelve (12) months.

Employees serving a probationary period shall receive a performance evaluation following six (6) months of employment and once every six (6) months thereafter until the probation period is completed.

F. Anniversary Date. The date the employee will be considered for periodic step increases and accruals of vacation and sick leave or is promoted or reclassified upward or downward. If the hire date as defined below is on or before the 15th calendar day of the month, the anniversary date shall be on the 1st day of that month. If the hire date is the 16th or after, the anniversary date shall be the first of the next month.

G. Hire Date. The date the employee first renders paid service to the County as a ~~regular~~ probationary employee.

H. Supervisory Employees. Employees as defined by ORS 243.650.

I. Confidential Employees. Employees as defined by ORS 243.650.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 - Management Rights. The Association recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this Agreement. The County retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to its responsibility to manage the affairs of the Sheriff's Office, except as otherwise specifically limited by the terms of this Agreement. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Sheriff's Office, and requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation, or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention of their present pay range, or should their work habits or productivity not justify retention to pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; the right to demote or terminate employment of an employee whose work habits or productivity fall below the work standard as determined by the division head for his department based on the adopted job description in effect at the time and as demonstrated by the work requirements of the department.
- F. To determine the need for a reduction or an increase in the work force to implement any decision with regard thereto.
- G. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- H. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County the effects that such action will have on employees in the unit prior to the County finalizing or implementing new decisions concerning such contracting or subcontracting. The County will encourage any subcontractor to hire employees who would be laid off due to this subcontract.

J. To assign shifts, workdays, hours of work and work locations.

K. To designate and to assign all work duties

L. To introduce new duties within the unit.

M. To determine the need for and the qualifications of new employees, transfers and promotions.

N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.

O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.

ARTICLE 3 - ASSOCIATION SECURITY

3.1 - Membership. Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

B. Each employee shall be entitled to withdraw from membership in said Association by the giving of written notice to the Association and the County.

3.2 - New Employees. The County agrees to furnish each new employee in the bargaining unit with ~~a~~ access to an electronic copy of the collective bargaining agreement at the commencement of employment of each employee, ~~with the cost of preparation of such agreement to be borne equally between the Association and the County.~~

ARTICLE 4 - CHECKOFF

The County agrees to deduct from the paycheck of each employee authorized by the Association the regular monthly dues uniformly required of members of the Association. The amount deducted, together with an itemized statement, shall be transmitted monthly to the

Association treasurer, or designee, on behalf of the employees involved. The performance of this service is at no cost to the Association. The County will not be held liable for any errors, but will make any proper corrections as soon as possible.

ARTICLE 5 - HOURS OF WORK

5.1 - Work Schedules. The regular hours of work each day shall be consecutive. The County shall schedule employees to work on a regular work shift consisting of one of the following schedules: five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off or twelve hour shifts as allowed by law and agreed upon by the County and Association. An alternative schedule may be adopted on a trial basis or otherwise for a Division or team as determined by the Sheriff with the agreement of the Association by written Memorandum of Agreement.

Work week shall be defined as the seven (7) consecutive day period beginning with the employee's first scheduled day of work. Work day shall be defined as any 24 hour period. Work days and days off shall be consecutive. Shift assignments shall be regular and consistent. The posted work schedule shall reflect the employees' base schedule.

The County and the employee may flex the employee's work schedule by mutual agreement, either to meet operational needs or to accommodate reasonable personal needs. Flexing of time shall occur within a 28-day period, and will not be denied arbitrarily and capriciously. In addition, the County and the Association may agree to alternative work schedules for special teams or to meet operational needs.

The County and the Association elect to utilize FLSA 7(k) as appropriate for shift schedule configurations which are used in relation to a work period longer than a workweek. The parties elect a twenty-eight (28) day work period based on 171 hours, with the explicit understanding and proviso that overtime hours as defined by this contract shall be paid as such even if not required by the Fair Labor Standards Act.

5.2 - Hours of Work. Hours of work shall include all County paid leaves such as vacation leave, sick leave, holidays and bereavement leave.

5.3 - Posting Work Schedules. The current work schedules for Criminal and Corrections Divisions will be posted on the respective bulletin boards and on the "W" drive. The work schedule shall show shifts and work hours for each work day. Base work schedules shall be posted at least thirty (30) days in advance prior to implementation. However, changes can be made up to 15 days prior to schedule change without incurring overtime liability.

5.4 - Changes to Posted Work Schedule. Once posted, the posted work schedule may be changed when:

A. The change is mutually agreed by the County and the affected employee(s).

B. An objectively reasonable emergency or other situations beyond the County's control which could not reasonably have been anticipated. "Emergency" does not include vacation coverage, transports, court appearances and pre-scheduled offender medical appointments.

C. Employees required to change their regular schedule of work for a bona fide

emergency shall receive overtime for all hours worked outside their regular schedule during the first 48 hours of the declared emergency. Notification of an emergency schedule change shall be made in a manner that is acknowledged by the employee.

D. 15 calendar days prior notice is given.

This Article does not restrict the County's ability to schedule or require employees to work additional hours subject to the overtime and call back articles of this Agreement. This Article 5.4 does not apply to flexing or to any agreed upon alternative schedule.

5.5 - Call Back.

A. Employees called back to work prior to the beginning of their normal shift shall be paid at the overtime rate for overtime hours unless the employee and the County agree to flex the employee's normal scheduled hours.

B. In the event an employee is called back to work for any reason (such as, training, staff meetings, qualifications), outside of an employee's normal work hours and not in conjunction with their normal scheduled hours (i.e., a holdover or early start of shift), the employee shall be paid at the overtime rate for overtime hours worked, or for a minimum of three hours, whichever is greater. Employees called back to duty shall not be assigned additional duties to fulfill the ~~two~~three hours minimum, except in an emergency.

C. The County and the employee may mutually agree to flex the employee's work hours within an FLSA 7k exemption 28-day work period.

D. Telephonic work off duty will be paid at the overtime rate with rounding as provided by the FLSA in fifteen (15) minute increments. This does not apply when the call is: to check availability for a call-out or shift coverage, or to assign/grant call-out or overtime work; to notify of a subpoena or subpoena cancellation; to ascertain information or locate items not available to the calling deputy/supervisor due to inaction, inattention or oversight of the employee.

5.6 - Shift Change Over and Rotating Days Off. Employees shall be allowed a minimum of twelve (12) hours off between shift change over, and in no event shall an employee's monthly salary be reduced due to rotating days off when the employee works less than eighty (80) hours in a fourteen-day period. (The 14-day work period for schedule rollover consists of the seven (7) days prior and seven (7) days following the rollover date.) Should it not be possible to schedule two (2) consecutive days off during the two weeks of rotation, an administrative day off shall be scheduled prior to the eighth (8th) consecutive day or 60 hours worked; provided however that the employee may flex his/her schedule by mutual agreement with the supervisor to provide for a work schedule and for days off other than as provided herein; and further provided that each shift change shall be administered under the FLSA 7k exemption (example: a deputy works the shifts as scheduled during the 14 day work period. The deputy works no call back, holdover or court overtime. No overtime is due. The employee works four hours court time; four hours of overtime is due. The employee is held over due to an investigation in progress, which requires that the regular shift be extended for four hours. Four hours overtime is due.) The practice of allowing flex scheduling may be discontinued by the County or by the Association upon ten (10) day written notice by either party. Any employee who works sixty (60) consecutive hours shall receive an administrative day off.

5.7 - Meal Periods.

A. Corrections Deputies, Control Room Technicians shall be allowed up to sixty (60) minutes of on-duty time for lunch without leaving the assigned facility. No duties other than their required functions shall be added to Corrections Division employees during their meal period.

B. Deputies assigned to the Criminal Division shall be allowed up to sixty (60) minutes of on-duty time for lunch. Deputies in the Criminal Division may take lunch at their discretion during their shift provided they notify Dispatch of their actual location and that they remain readily available to respond to duty if needed.

C. Meal periods shall be scheduled consistent with the operating requirements of the respective division and shall be scheduled approximately in the middle of the work shift.

D. The County will provide one meal for Corrections Deputies and CRTs unexpectedly held over for more than two hours at the lunch per diem rate.

E. Employees working a detail that does not require “not leaving an assigned facility” or “remaining readily available to respond to duty if needed” shall not receive a paid lunch period. This is to address training days where the schedule would incur overtime due to the lunch period.

5.8 - Rest Periods. Except as required by operational necessity as determined by the shift supervisor, employees shall have two (2) uninterrupted 15 minute rest periods on duty time, ~~scheduled as near as possible to the middle of each half shift,~~ scheduled near the middle of each four hour segment. Employees working a 12-hour shift are entitled to three rest periods. Rest periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event such periods cannot be taken.

5.9 - Assignments. Positions identified in the RU Schedule are considered separate job classifications into which employees are hired or promoted, and in which employees have a property right such that removal may occur only for just cause under this Agreement. The Sheriff, through delegation to Division Heads, retains the right to assign to and reassign employees from ‘special’ assignments or postings, with the Appointing Authority (e.g.: the Sheriff acting through delegation to division heads) retaining the right to determine the duration of assignments/postings and to remove an employee from an assignment or posting prematurely for reasons related to operational need or performance as determined by the Division Head. An employee who has served successfully for a full performance review reporting period as documented in a performance review shall have the opportunity, if thereafter removed from the specialty assignment, to challenge the adequacy of the reasons in a meeting with the Sheriff and the Human Resources Director, the joint decision of whom shall be final. Removal from an assignment is administrative and not discipline. At the time of assignment, the Sheriff will identify the intended duration of the assignment. The incumbents of assigned positions retain the classification of “deputy sheriff.” Examples of special assignments include but are not limited to work crew and courthouse security officer, marine deputy, canine handler, detective, drug detective, forest deputy, transportation deputy, and field training officer. When a vacancy occurs or is anticipated for special assignments the Division Head will accept written letters of interest.

5.10 - Shift Bidding. Deputies who have completed their training period as determined by the

Division Head or will have completed their training period prior to the scheduled bid period shall be permitted to bid for shifts based on seniority, subject to the limitations stated in this Article. The available shifts for bid will be determined by the Division Head in accordance with operational needs. The available shifts will include the hours of work and days off. Each deputy shall be required to make bid elections so that the deputy (a) works each shift at least once in a rolling twenty-four (24) month period, (b) does not work more than two (2) consecutive rotations in the same shift, if bidding the same shift consecutively must change days off, (c) does not work more than two (2) rotations with both Saturday and Sunday off in a twenty-four (24) month rotation, unless each bid eligible deputy has had the opportunity to successfully bid on a Saturday/Sunday combination off. It is understood that available shifts for bid in the 24-month period may change due to operational changes such as but not limited to reduction in force, position vacancies and new employee training periods, such changes to available shifts for bid shall not be done arbitrarily or capriciously. If a shift is added back to the schedule, at the next rotation that added back shift may be bid by seniority the junior most deputy will then fill the winning bidder's shift.

Deputies in the following assignments are not eligible for shift bidding and work the hours associated with the assignment as determined by the Sheriff/assignment responsibilities: Resident Deputy, Canine Deputy, Drug Task Force Investigator, Detective, Marine Deputy, Forest Deputy, Transport Deputy, Work Crew Deputy, Court Security Deputy, and Control Room Technician (for so long as there are fewer than four (4) CRTs in the job classification).

Division Heads will endeavor to effectuate deputies' shift bid preferences in accordance with seniority and the contractual shift bidding process. The parties recognize that the Sheriff and Division Heads must consider a number of factors as appropriate in determining work schedules and assigning work of each classification. These include and are not limited to gender in the correctional facility, seniority, and particular shift supervisors (including FTO/recruit pairing and shift exposure).

Rotation months and periods will be determined by the Sheriff in communication and collaboration with the Association. The Division Head shall be responsible for providing the Association with proposed shift schedules for the successive twelve (12) month bid period by September 15 each year. The Association in turn shall be responsible to deliver to the Division Head the shift bid results for the successive twelve (12) month bid period by November-October 15 each year. If the bid is not submitted to the Division Head as directed, then the Undersheriff may implement and direct shift assignments for the following shift rotation.

Deputies scheduled to come out of special assignments or completion of training periods on a pre-determined date may participate in the annual bid process but may only bid for rotations occurring after the predetermined date.

5.11 - Shift Trades. Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift (i.e. day/evenings/grave) may trade work shifts with written approval prior to the trade (on a shift trade form) from the affected shift supervisor(s). The County shall not record the hours worked on a trade ~~in the time~~ to payroll records of the County; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the

hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the shift trade forms) they have participated in during any given fiscal year.

5.12 — Relief Medicolegal Death Investigator. The appointed Relief MDI will be compensated at minimum for ten (10) hours/week at the hourly rate identified in the RU Schedule for assigned weeks of coverage. If the Relief MDI's actual hours worked exceed ten (10) hours per week, the Relief MDI will be compensated at the hourly rate for all hours worked in excess of the minimum ten (10) hours. The Relief MDI will be compensated for all training, required meetings, appointments, follow-up contacts, investigations, and coordination that are in excess of the 10 hour/week minimum. If no work is available or no callouts occur, the County will not require the Relief MDI to report to work. Leave and fringe benefits will be determined by County policy and be prorated based on quarterly actual hours worked.

Due to the nature of the position (including the fact that it is a part-time, on-call position), the following provisions of the collective bargaining agreement do not apply: (1) Articles 5 through 10; (2) Article 11.1(D) and (J); (3) Article 11.3 through 11.6; and (4) Article 12. However, if any workday exceeds four (4) hours, normal paid breaks and unpaid meal time will be provided. Overtime will be determined in accordance with the FLSA and at the minimum for any hours worked in excess of a 40-hour work week. The County will supply at their cost any specialized equipment and clothing necessary in carrying out the duties of the Relief MDI to include two (2) pairs of scrubs.

ARTICLE 6 – HOLIDAYS

In lieu of time off on holidays recognized by the County, bargaining unit members who are assigned to continuous operations shall receive one day of paid leave per month to be taken in conjunction with the employee's normal scheduled days off or other days mutually agreed to each month, and in addition shall be entitled to 34.5 floating holidays to be scheduled in the same manner as vacation leave. If a new holiday is declared by the Governor or President, the number of floating holidays under this Article shall be increased in the year of the first occurrence of that holiday during the term of this Agreement. Subsequent occurrences shall not be observed except by mutual agreement. Employees who work on a designated holiday shall not receive any additional benefit for working on the holiday.

An employee assigned to Court Security may be required to take a red letter day on days the Courts are closed.

An employee may accumulate up to twenty four (24) hours of "red letter" compensation time. The employee shall designate to his/her supervisor which months are chosen for accrual. These days shall be scheduled in the same manner as vacation leave.

ARTICLE 7 –VACATIONS

7.1 - Accrual and Allowance. Regular full-time employees shall accrue vacation time on a monthly basis in accordance with the following schedule which shall be based on normally scheduled work hours – not to include overtime:

| A. Service Requirement | Vacation Period |
|------------------------|--------------------------|
| 1 through 4 years | .04615 hours/hour worked |

| | |
|--|---------------------------|
| (approximately 8 hours/month) | |
| 5 through 9 years (approximately 10 hours/month) | .05769 hours/hour worked |
| 10 through 14 years (approximately 12.64 hours/month) | .07292 hours/hour worked |
| 15 through 19 years (approximately 14 hours/month) | .08077 hours/hour worked |
| 20+ years (approximately 16 hours/month) | .09231 hours/hour worked |
| 25+ years (approximately 20 hours/month) | 0.11538 hours/hour worked |

Service Requirement shall include qualifying service prior to employment with Clatsop County in the discipline for which the employee is hired. Qualifying service shall exclusively include civilian law enforcement that is recognized by, and documented on, the employee's DPSST record. However, the Sheriff may, at his sole discretion consider other forms of prior law enforcement experience (i.e., out-of-state civilian law enforcement service) that does not appear on a DPSST record.

Eligibility for vacation leave is established after ~~six months~~ the first month of continuous employment. Employees can use only what has been accrued through the end of the month prior to the month when vacation is taken.

Vacation accrual will be prorated, based on the employee's hire date. ~~Six months of continuous service is based on the month in which accrual begins.~~

B. Part-time regular employees shall accrue prorated vacation leave based on hours worked.

7.2 - Choice of Vacation. Employees shall be permitted to request a single priority vacation per year for a specified date or days based on seniority during the time for which the shift schedules are established by the shift bid process. The priority vacation bid will be limited in length to the annual vacation accrual for the employee in the year the priority vacation is submitted for. Other vacation time shall be scheduled by the supervisor based upon the supervisor's judgment as to the needs of the efficient operation of the division and to meet the needs of the County at the time the request is made. The Division Head will ~~endeavor to~~ approve or deny a vacation request within ~~fourteen-twenty-one~~ (1421) days. Approved vacation (but not a seniority bid priority vacation) is subject to cancellation due to circumstances unforeseeable at the time the vacation request is made. Subject only to the foregoing, employees have the right to request vacation time for any time within the shift bid period.

7.3 - Maximum Accrual. Vacation periods shall be computed on the basis of the employee's anniversary date. Vacation periods shall be taken each year.

Vacation leave may be accrued up to a maximum of one and one-half of the amount authorized per year. For example, if authorized 12 days per year, an employee may accrue up to 18 days' accumulation. However, when an employee reaches the maximum accrual, the employee and Division Head should meet to schedule the taking of vacation leave. If workload requirements will not permit the taking of leave at the time, vacation accrual over the maximum shall not be lost and will be recorded in the official leave records; however, the time off must be scheduled and taken off within a reasonable time and, if not, then the

Division Head may direct the time off be taken on specified days.

7.4 - Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to the taking of earned vacation, shall be compensated in cash for all unused vacation accumulated at the time of separation at his or her regular straight time rate. If an employee terminates prior to the 16th of the month there is no vacation accrual for that month. If an employee terminates during the 16th of the month or after, one day of vacation will be accrued for that month.

7.5 - Work During Scheduled Vacation Period. Any employee who is requested and in fact does work during an approved scheduled vacation period shall be paid for regular hours worked at the rate of double time and for overtime hours worked at the rate of triple time, for a minimum of two hours' pay. Provided, however, if such employee is requested and does work during a scheduled vacation period due to circumstances beyond the control of the County or the Sheriff, the above described increased rates of compensation do not apply, but shall be paid for a minimum of two hours of the employee's regular rate of pay. Employees who must cancel non-refundable deposits, tickets or the like that were purchased after a vacation period was approved and then later cancelled by the Sheriff shall be reimbursed by the County upon submitting proof of payment. However, if an employee fails to advise the District Attorney and the Court of unavailability at the time the employee's vacation request is approved, or if a court hearing or trial is scheduled or foreseeable at the time the vacation is requested, testimony shall be paid at the appropriate rate of pay.

7.6- Canceling Vacations. If the employee's vacation should be canceled as provided in 7.5, the employee may reschedule their vacation to a future date, and such schedule shall be given priority by the Division Head, provided it does not cause a conflict with other scheduled vacations. Cancellation of vacation shall not be done in a capricious or arbitrary manner.

7.7 - Transferring Vacation Time.

A. An employee having accumulated vacation time may transfer accumulated vacation time to any other County employee if the requirements of this Article 7.7 are met. Vacation time may be transferred in hour increments only.

B. The employee transferring vacation time to another employee shall request and authorize in writing the transfer on a form provided by the County. Donated vacation hours are used in order received. Unused donated vacation time is returned to the donor's leave balance upon the receiving employee's return to work.

C. Transfer of vacation time shall only occur if the receiving employee is suffering from a serious health condition which prevents the employee's return to work, is officially on protected FMLA and/or OFLA leave, and the employee has exhausted all accumulated vacation time, sick leave and other paid leave accruals to which the employee is entitled. Total vacation transfer to a recipient shall not exceed 520 hours. The vacation transfer shall not be subject to value conversion, and shall be paid at the recipient's rate of pay. Verification of the serious health condition may be required.

D. Employees who have received donated vacation hours will not be entitled to payment for donated hours at the time of resignation or retirement. The County reserves the right to permit donation of vacation only to the extent necessary to cover the recipient's current verifiable needs; additional donations may occur.

E. Employees who receive donated vacation hours and subsequently receive time loss payments through workers' compensation for the same basis as the leave transfer shall repay the County for all donated leave hours, which hours shall be returned to the donating employee's leave balance.

ARTICLE 8 - SICK LEAVE

8.1 - Allowance. Any regular or probationary employee contracting any sickness or disability which renders such employee unable to perform the duties of employment ~~shall~~may use receive sick leave with pay up to the employee's accrued or donated leave balance.

Eligibility for sick leave is established after one continuous month of employment from the hire date. One month of continuous service is based on the month in which accrual begins. Part-time regular or probationary employees shall accrue prorated sick leave based on hours worked.

Full-time employees shall accrue eight (8) hours of sick leave at the completion of each full calendar month of service.

Sick leave is a short-term County funded disability plan the abuse or ineligible use of which constitutes serious misconduct and grounds for severe discipline. The ability to report for and perform duty regularly and reliably is an essential job function.

8.2 - Notification. Any employee who is ill or unable to report to work for any reason shall notify an appropriate supervisor/designee as soon as possible and no later than one hour prior to the start of the shift. In case of a continuing illness, the employee shall continue to notify the employee's immediate supervisor weekly of the employee's ability to work. Sick leave may be denied for non-compliance.

8.3 - Certification. In the event of the employee's own injury or illness, the employee may be required to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness, where the County or the Sheriff has objective and reasonable factual basis documented in writing to suspect abuse of sick leave or to question ability to return to full duty. In the event such certification request is made, the medical cost to the employee, if any, will be borne by the County.

8.4 - Family Illness. An employee may use accumulated sick leave, vacation, compensation time, personal holiday time or unpaid leave upon approval of his/her supervisor when care of a family member is allowed under the Oregon Family Leave Act and/or the Federal Medical Leave Act.

8.5 - Sick Leave Conversion. Employees shall be allowed to convert sick leave as follows:

A. Effective July 1 of a fiscal year, when an employee has accrued 150 hours of sick leave, the employee may convert ten (10) hours of accrued sick leave to ten hours of personal holiday to be used within the fiscal year.

B. Effective July 1 of a fiscal year, when an employee has accrued 250 hours of sick leave, the employee may convert twenty (20) hours of accrued sick leave to twenty (20) hours of personal holiday to be used within the fiscal year.

C. If an employee has a vacation balance in excess of the maximum per Article 7.3, sick leave conversion is not allowed.

8.6 - Accumulation. There shall be no maximum sick leave accumulation.

8.7 - Appearance in Court While on Sick Leave. When an employee on sick leave appears in court, the actual court time, or three (3) hours, whichever is greater, shall not be charged against the employee's sick leave accrual. The employee shall be paid for court time at the appropriate rate of pay.

8.8 - Funeral Expense. The County shall pay up to \$10,000 in actual funeral expenses for any employee who dies in the line of duty. Additionally, the employer shall pay the employee's estate up to five hundred (500) hours of the employee's accumulated sick leave, at the employee's current rate of pay, should the employee die in the line of duty.

8.9 – Paid Leave Oregon: The County shall participate in the Paid Leave Oregon Plan by remitting employer share contributions to the Plan and withholding employee share contributions to the Plan.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 – Application for Leave. Any request for a leave of absence shall be submitted in writing, on a form supplied by the County, by the employee to the employee's immediate supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the employee's immediate supervisor with Division Head or Sheriff's approval, and it shall be in writing when granted. Any request for a leave of absence shall be answered promptly. Requests for leaves involving family illness and bereavements will be answered before the end of the shift on which the request is submitted. If it is not possible to answer a request for bereavement leave or leave to care for a sick family member by the end of the shift, the employee's supervisor will indicate the reason for the delay and indicate when the County will be able to provide an answer. All other leave requests under this Article shall be answered within two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.

9.1 – Eligibility Requirements. Full time and part time employees shall not be eligible for leaves until after successful completion of the new hire initial probationary period, except as required by law. Leaves will not be granted for the purpose of seeking or engaging in gainful employment.

9.2 - Failure to Return from Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned the employee's position with the County or Sheriff's Office and that position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the employee's leave of absence, has furnished evidence acceptable to the County or the Sheriff that the employee qualifies for additional leave protected by state or federal law, including OFLA, FMLA, or military leave.

9.3 – Application for Leave. Any request for a leave of absence shall be submitted in writing,

~~on a form supplied by the County, by the employee to the employee's immediate supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the employee desires.~~

~~Authorization for a leave of absence shall be furnished to the employee by the employee's immediate supervisor with Division Head or Sheriff's approval, and it shall be in writing when granted. Any request for a leave of absence shall be answered promptly. Requests for leaves involving family illness and bereavements will be answered before the end of the shift on which the request is submitted. If it is not possible to answer a request for bereavement leave or leave to care for a sick family member by the end of the shift, the employee's supervisor will indicate the reason for the delay and indicate when the County will be able to provide an answer. All other leave requests under this Article shall be answered within two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.~~

9.4-3 - Paid Leaves. In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position that they held at the time the leave of absence was requested.

A. Bereavement Leave. In the event of the death of a family member, a full-time or part-time employee shall be granted up to forty (40) hours or one work week's leave of absence with full pay to make household arrangements, and to arrange for and attend the funeral services. Under such circumstances the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, aunt and uncle, children of domestic partner or parents of domestic partner. Bereavement leave will also be granted for others in the immediate family living in the employee's household. Employees may request additional leave if necessary, without pay or utilizing accrued vacation. Employees may request additional leave if necessary. Any such additional leave shall be without pay or charged to accrued vacation or compensatory time.

B. Court and Jury Leaves.

1. Service as a juror during the employee's regular work hours shall be without loss of pay. The salary paid the employee for the period of absence shall be reduced by the amount of money received for jury services unless the money received for jury services is turned in to the County for unreduced pay. All employees released from jury duty shall return to work and complete their normal work shifts.

2. Appearance before a court, legislative committee, judicial or quasi-judicial body as a witness associated with employment in response to a subpoena or other direction by proper authority, excepting private non-employment matters. The employee shall tender to the County witness fees paid on account of an appearance on paid leave and mileage if a County car is used. The County and the Association shall cooperate to facilitate employee testimony ~~when~~ without loss of pay when appearing at pre-arranged times or otherwise during work hours as agreed, whether or not pursuant to a subpoena, concerning any matter involving the Association and the County as parties, and such appearances as a witness when off-duty at the call of the Association shall not constitute compensable hours of work.

9.5-4 - Unpaid Leave with Seniority Accrual. An employee may, case by case on a non-

precedent setting basis, be placed on unpaid leave with seniority accrual when the leave is for medical purposes; provided all accrued sick leave, comp time and vacation leave have been exhausted.

9.6-5 - Unpaid Leave Without Seniority Accrual. Leaves of absence without pay may be granted when, in the judgment of the affected Division Head or the Sheriff, the work of the department will not be handicapped by the employee's absence. The request for such leave must be in writing and must establish sufficient justification for approval by the Division Head or the Sheriff. The request must be submitted to the affected Division Head or Sheriff within sufficient time to allow adequate review and action.

While an employee will not accrue seniority during an unpaid leave of absence, except as provided in 9.59.4, employees shall be returned to the position that the employee held at the time the leave of absence was requested.

9.6 — Benefits for Protected Unpaid Leave: If the employee is on approved protected leave such as FMLA, OFLA, Oregon Sick Leave (40 hours), and Paid Leave Oregon (PLO), the County will maintain an employee's health coverage under the County's group health plan on the same terms as if the employee had continued to work. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on protected unpaid leave and/or Paid Leave Oregon. Employees who are supplementing Paid Leave Oregon by drawing on the employee's own leave banks to reach 100% of normal wages shall not be considered to be in unpaid leave status.

9.7 - Benefits while on Unprotected Unpaid Leave: Employees in unprotected unpaid leave status shall not receive leave accruals, or insurance benefits, beyond the end of the month in which the unpaid leave commenced. However, at the employee's option and expense, and if eligible, health insurance benefits may be continued through COBRA.

9.7-8 - Military Leave. Full-time and part-time employees shall be entitled to perform military reserve or National Guard obligations in accordance with federal and Oregon law. Eligible employees called to annual active duty for training or active duty in lieu of training shall be granted military leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days or a maximum of: 88 hours for 8 hour schedule, 90 hours for 10 hour schedule, and 108 hours for 12 hour schedule in any federal training year. Weekend drill obligations are not considered federal active duty for training under this article.

9.8-9 - Family Leave. The County shall grant and administer family leave in accordance with federal and Oregon law (ORS 408.290 and ORS 659A.086) and past practice.

ARTICLE 10 – HEALTH, WELFARE, AND SAFETY

10.1 - Health Insurance. The County will maintain the health insurance benefits in effect at the time this Agreement becomes effective through ~~December 31, 2020~~June 30, 2027. Employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-~~4~~4 including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an HSA, and in ODS Dental Plan 2. ~~Effective January 1, 2021, employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP 4 including Rx prescription and CIS Vision Plan VSP A 12/12/24 with an HSA, and in ODS Dental Plan 2, and these health benefits will remain in effect through December 31, 2023.~~

The County will contribute for each regular full time and probationary full time employees covered by this agreement toward the cost of premiums ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay the other ten percent (10%). The County will contribute pro rata toward such coverage²s for regular part time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the HDHP plan.

The HSA contribution provided to employees shall be ~~\$1000~~\$1,100 per year for Employee-Only coverage and ~~\$2000~~\$2,200 per year for Employee + one or more Dependents insured at any other tier of coverage.

For ~~2021~~2024, ~~2022—2025~~, ~~and 2023~~2026, ~~and 2027~~, the County will make HSA contributions for the entire year during January of each year, based on the employee's tier of coverage.

The FSAHRA-VEBA contribution provided to eligible employees shall be \$250 per year for employee only coverage and \$500 per year for employee + one or more dependents. For 2024, 2025, 2026, and 2027, the County will make the FSAHRA-VEBA contribution for the entire calendar year on the first payroll in January of each year based on the employee's tier of coverage.

The County's contribution for the total cost of health insurance excluding the HSA or FSAHRA-VEBA contribution(s) shall be capped at the amounts set forth in the County's 2023 Benefits Cost Share sheet for HDHP-4, which amounts shall be increased annually at insurance plan renewal up to fifteen (15%) over the prior year cap during the term of this Agreement. ~~below for 2021 benefits, which amounts shall be increased annually at insurance plan renewal fifteen percent (15%) over the prior year cap during the term of this Agreement:~~

| | |
|--|-----------------------|
| Employee only | \$675.52 |
| Employee plus spouse | \$1,429.01 |
| Employee plus family | \$1,990.46 |
| Employee plus child | \$1,266.22 |
| Employee plus 2 plus children | \$1,688.55 |

If the County favorably adjusts insurance caps for one employee group in any benefit year during the term of this Agreement, or if the County grants another employee group a greater HSA or FSAHRA-VEBA contribution without a corresponding and offsetting total compensation reduction in a separate compensation cost element, then the County shall adjust the insurance caps established by this Agreement to match the favorably adjusted increased cap accordingly (e.g., taking into account any offsetting County cost reduction applicable to the group which received the favorable adjustment).

10.2 – Maintenance and Redesign: The County agrees to provide medical and dental insurance coverage for employees and their dependents that is equal on whole to that in effect in January 2023, unless the carrier in its sole discretion changes the plan benefits during the term of the collective bargaining or the carrier withdraws the plan from service to the County. If either of those two events occurs, the County shall provide notice to the Association of the changes. The Association may issue a demand to bargain within 14 days of receipt of notice from the County and the parties shall engage in expedited bargaining pursuant to ORS

243.698.

10.2-3 - Life Insurance. The County agrees to provide each full-time and part-time regular and probationary employee covered by this Agreement with term life insurance in the amount of \$30,000 in addition to statutory requirements (currently at \$10,000) for a total of not less than \$40,000. Employees may apply and if approved by the carrier purchase additional 'voluntary' life insurance through the County provided however that the employee should pay 100% of the premium of such additional life insurance.

10.3-4 - Unemployment Insurance. The County shall cover employees with unemployment insurance in accordance with the Oregon Revised Statutes during the term of this Agreement.

10.4-5 - Salary Continuation Insurance. The County agrees to provide each full-time regular, part-time regular and probationary employee with the salary continuation insurance plan offered by the Assurant or one that is substantially similar to the current plan.

10.5-6 - Liability Insurance. The County agrees to adequately insure all employees in the bargaining unit to the extent of statutory limits of liability and authority, for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

10.6-7 - Health and Safety. Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Sheriff, the Association, and all employees at all times, including emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. The Employer shall make every effort to assign employees on limited or light duties to those duties appropriate for them.

10.8 – Workers’ Compensation and Paid Leave Oregon (PLO) Supplemental Benefits. All members of the Association will be provided full coverage as required by the Oregon Workers’ Compensation Act and PLO. The employee may elect to supplement the amount of Workers’ Compensation and PLO benefits received by an amount which, coupled with Workers’ Compensation or PLO payments, will ensure the qualifying employee the equivalent of one hundred percent (100%) of the employee’s monthly net take home pay (as calculated in accordance with Workers’ Compensation and PLO regulations).

- A. Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon Workers’ Compensation Law or PLO payments. Supplemental benefits including the initial three (3) day Workers’ Compensation wait period will be chargeable to sick leave and once exhausted may be chargeable to other forms of paid time off (vacation, compensatory time, personal holiday) until such leave balances are exhausted.
- B. If a Workers’ Compensation or PLO claim is denied, the employee’s absence from work due to illness or injury shall, to the extent not compensated as Workers’ Compensation time loss or PLO, be subject to the provisions of Article 8, Sick Leave.
- C. The County shall continue to provide medical and dental benefits for an employee with a Workers’ Compensation compensable claim and the employee’s dependent(s) from the first day of occupational disability, subject to the limitations of Article 10, Health, Welfare and Safety, if any, for a period of one (1) year or such longer period as may be required by law.
- D. The County shall continue to provide medical and dental benefits for an employee and

- dependent(s) with a PLO claim from the first day of PLO leave until the PLO leave period is exhausted or such period as required by law.
- E. If a Workers' Compensation or PLO claim which has been denied is later held compensable upon appeal, any compensation disbursed for paid leave taken in lieu of compensable time loss shall be reimbursed by the employee to the County and the employee's sick leave account shall be credited with an equivalent number of days.
- F. If an employee's Workers' Compensation or PLO claim is under appeal, and the employee is no longer entitled to medical/dental coverage under Article 10, Health, Welfare, and Safety, the employee will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six (6) months or the legally mandated period, whichever is greater, provided the employee continues to be eligible and pays the premiums as required.
- G. If a denied claim is later held compensable upon appeal, the employee will be entitled to:
- a. Reimbursement of any premiums paid to the County for medical/dental benefits, and
 - b. Any supplemental benefits not paid in accordance with Section 10.8(A) of this Article.
- H. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of County supplemental benefits paid, throughout the period that the employee receives such benefits.
- I. An employee on Workers' Compensation time loss or PLO, even if receiving County supplemental benefits, shall not accrue paid leave time including vacation, compensatory, sick or holiday, unless the employee through the use of supplemental benefits exceeds on average over 20 hours per week of County paid time.

ARTICLE 11 – COMPENSATION

11.1 - Wages.

A. Effective each July 1 for the life of this Agreement, employee wages shall be adjusted by not less than two and one-half percent (2.5%) and no more than four and one-half percent (4.5%) based upon the change in the West Region CPI-U for the period of May to May (twelve-month average).

B. New Positions. When any new position is established, the County shall designate a job classification and wage structure for the position. In the event the Association does not agree that the classification and the wage structure is proper, the Association shall have the right to submit the issue as a grievance at Step 3.

C. Mileage Allowance. An employee authorized and required by the County or the Sheriff to use the employee's own private automobile for official County or Sheriff's Office business shall be reimbursed at the current IRS rate per mile. Should the County Board of Commissioners unilaterally increase the mileage allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the mileage allowance provided for in this Section to the same rate.

D. Temporary Work Out of Classification. When an employee is assigned to perform a job function or responsibilities outside the employee's normal classification for a period of more than two consecutive hours, the employee shall be paid at the higher rate, at a minimum of 5% increase for the hours worked.

E. Uniform Maintenance. Two Class B uniforms and one Class A uniform and/or appropriate civilian attire for non-uniformed employees shall be provided for Deputy Sheriffs, and Control Room Technicians of Clatsop County and shall be maintained and/or replaced~~and shall be maintained and laundered~~ at the expense of the County. Items of clothing and protective devices provided by the County to any County or Sheriff's Office employee shall not be used by the employee in activities not directly related to the employee's employment. If, upon termination of employment, for any reason the employee fails to turn in uniforms, protective clothing or protective devices, the amount equal to the County's cost to replace this/these item(s) will be reported to the administrative section and a like sum shall be deducted from the employee's final check.

F. Court Time. Any employee called as a witness in judicial or administrative proceedings concerning performance of duty outside of the employee's work hours and not in conjunction with the employee's scheduled hours; i.e., a holdover or an early start of shift, the employee shall be paid at the overtime rate for hours worked or three hours, whichever is greater.

G. Meal Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the meal allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the meal allowance provided for in this Section at the same rate.

H. Lodging Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the lodging allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the lodging allowance provided for in this Section to the same rate.

I. Resident Deputy Allowance. In addition to the established wage rates an employee required by the Sheriff's Office to reside in a specific territory, located within the boundaries of the Clatsop County Rural Law Enforcement District shall receive a monthly allowance of ~~two four~~ hundred (\$~~200~~400) for each full month of residency within the District or a prorated portion thereof for any specific month in which the employee works more than fifteen (15) days in that month.

J. On-Call Pay. No employee shall be considered to be "on-call" unless specifically designated by the Sheriff or a supervisor in advance to remain on call and subject to call out at a designated location. In the event of such requirements are imposed, such on-call shall be paid hour for hour at the overtime rate. Being furnished a pager or cell phone is not on-call and is not compensable time.

K. Pay. The salaries and wages shall be paid monthly with an optional mid-month draw. The monthly payment shall be on the last working day on or before the fifth of the month following the month worked. The mid-month for draw shall be made on the twentieth (20th) of the month or on the last working day prior to the 20th.

L. PERS Retirement. The County will pay the employer contribution to PERS in accordance with the rules and regulations of the PERS Board. The County shall continue to assume, pick up and pay the six percent (6%) employee contribution to the PERS Fund for the employee members participating in the PERS Fund.

~~1. Public Employee Retirement System ("PERS") Members.~~

~~a. For purposes of this Article, "employee" means an employee who is employed by the County on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 2003.~~

~~b. Retirement Contributions. On behalf of employees, the County will continue to participate in and make contributions to PERS. The County will continue to "pick up" the six percent (6%) employee contribution to the Public Employees Retirement Fund.~~

~~2. Oregon Public Service Retirement Plan Pension Program ("OPSRPPP") Members.~~

~~a. For purposes of this Article, "employee" means an employee who is employed by the County on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 733. Contributions to Individual Account Programs will be made in accordance~~

~~with the law.~~

~~b. Retirement Contributions. On behalf of employees, the County will continue to participate in and make contributions to OPSRPPP. The County will continue to "pick up" the six percent (6%) employee contribution for employees who qualify under this section.~~

11.2 - Employees' Wage Plan.

A. Classification. All bargaining unit positions within the Sheriff's Office bargaining unit shall have a job "class title" and corresponding range. Bargaining unit classifications are listed in the RU Schedule and by this reference incorporated herein as though fully set forth.

B. Pay Schedule. Each position has a "range" and each range has seven steps. These steps are designated as Steps 1 through 7, respectively. The ranges and corresponding pay for each step are set forth in the RU Schedule.

C. Operation of Wage Plan: All new employees shall start at Step 1 of the range designated for the job class title for which employed. ~~However, n~~New employees may be placed at a higher step of ~~on~~ the wage schedule at the County's discretion subject to credentials and experience. Progression to each higher step shall be automatically granted on the basis of longevity unless the employee's Division Head or supervisor shall deny the advancement with justification specified in written form. The employee shall be given a copy of the denial. The employee or employee representative may appeal such decision in writing to a Review Committee consisting of the Association representative, County representative and a third party mutually agreed upon by the two. Notice of such appeal shall be sent to the Sheriff and Association representative within ten (10) working days of the denial of the step increase. The County representative, Association representative and a third party of their choosing shall meet within fifteen (15) working days to resolve the issue. Their decision shall be reduced to writing and shall be placed in the employee's personnel file. Such decision of the Review Committee shall be final and binding upon all parties.

D. Advancement. Employees may advance beyond Step 7 only by being promoted to a new position of higher "range." No employee shall be moved or reclassified to a new range and job title unless the employee's job is substantially changed in terms of type of work rather than quantity of work. Upon being placed in a new position an employee shall start at Step 1. Provided, however, if said Step 1 is less than the preceding pay of the employee, the employee shall start at a step which is a minimum of five percent (5%) greater than his prior rate of pay. The employee shall advance from step to step annually from the date of reclassification or advancement in accordance with the longevity requirement of each step. Measurement of longevity shall commence with assumption of a specific position.

E. Job Classification Review. An employee may make a written request for Job Classification Review to their Division Head or the Sheriff or his designee. If no action is taken on an employee's request for reclassification within six (6) weeks after receipt of the completed job description documents, then such request shall be submitted directly to the County Human Resources Director. The Human Resources Director shall review the merits of the request normally within forty-five (45) working days of receiving the request and may conduct a classification audit. When a review cannot be completed, the Human Resources Director shall notify the Association and the employee of the revised date of completion. The employee shall be notified in writing of the decision.

11.3 - DPSST Differential. An adjustment to the employee's base pay (the appropriate range and step rate for an uncertified employee) will be made for DPSST certification attained by the employee as follows:

A. Intermediate ~~\$100~~200

B. Advanced ~~\$200~~400

These amounts are not cumulative.

11.4 - Senior Deputy. An employee currently classified as a Sheriff's Deputy shall be classified as a Senior Deputy (Level 1 or Level 2) after meeting the criteria set out in Addendum B.

Employees meeting the criteria for a Senior Deputy Level 1 shall be paid as set out on the RU Schedule. Employees meeting the criteria for a Senior Deputy Level 2 shall be paid as set out in the RU Schedule.

A transfer from one division/discipline within CCLEA will not result in a reduction in current pay or change to range and step. However, the deputy will not be authorized the title "Senior Deputy" or be allowed to wear the "Senior Deputy" tab until they have met the requirements of Addendum B in the division/discipline they currently serve in.

11.5 - Special Duty Pay. Deputy Sheriffs assigned to Detective, Field Training Officer while training regular full-time deputies or reserve deputies, and K-9 Handlers shall receive a five percent (5%) premium computed based on the employee's base wage. Canine Handler and canine training activities shall be conducted on-duty. Canine Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Canine Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive additional overtime wages for off-duty care of the animal as a family pet. The parties intend to compensate for the off-duty care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. Canine handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime if it substantially exceeds the overtime compensation otherwise provided in this section.

11.6 - Deputy Sheriff ~~Non-Uniform Clothing Reimbursement~~Equipment Replacement. ~~Plainclothes deputies will be entitled to three hundred dollars (\$300) per fiscal year for clothing that is appropriate to the assignment as approved by the Division Head or Sheriff. All deputies shall be reimbursed up to \$250 per year to defray the cost of equipment for on duty use as approved by the Division Head or Sheriff.~~ The County shall provide or replace duty-used equipment up to a maximum of \$300 per year as approved by the Division Head or Sheriff.

11.7 – MDI On Call Pay. Appointed Deputy Sheriff MDIs will receive 2.5 hours overtime for

every 12-hour MDI on-call period, i.e., 10 hours overtime for a 48-hour on-call period, minimum on-call period is 12 hours. The overtime rate of pay for each member will be the same rate established for that member in Articles 11 and 12. Article 11.1(J) does not apply to MDI on-call periods. If called out and the actual hours worked exceed the on-call overtime period of compensation, i.e., 10 hours on call for 48-hour period, the member will receive overtime for all excess hours per Article 12. The County recognizes that the position requires routine training to maintain MDI certification and, if operations permit, members have standing approval to participate in the trainings and receive appropriate compensation for those hours worked.

ARTICLE 12 - OVERTIME

12.1 - Overtime. Whenever the Sheriff deems it necessary due to an emergency or for purposes of efficiency, economy or otherwise, employees may be required to work overtime on any day, at any hour, or for so long a period of time as the Sheriff may direct. Such overtime shall be offered first to employees in order of seniority and, if no volunteers exist, mandatory overtime shall be assigned in reverse seniority order until all other employees have performed mandatory overtime. Employees shall have one (1) pass from mandatory overtime they may exercise to be passed over on the seniority list from a mandatory assignment. Passes shall be issued January 1 of each year and renew on that date each year. The Sheriff shall have authority to skip a member for mandatory overtime (without counting the skip as performance of mandatory overtime) if, in the discretion of the Sheriff, the member has sufficient extenuating circumstances to warrant a skip. Voluntary overtime in an amount of four (4) hours or more within the preceding seven (7) calendar days shall count as performing mandatory overtime for purposes of the reverse seniority list. Deputies in detective assignments shall not be eligible for mandatory overtime unless they volunteer to work it except for that mandatory overtime occurring within their detective assignments.

A regular and probationary employee shall be compensated at the rate of time and one-half for time worked at the employee's regular position in excess of the number of hours in the workday or workweek regularly scheduled for that position, but in no event shall such compensation be paid twice for the same hours.

The overtime rate shall apply to all hours worked in excess of a full-time employee's regular scheduled shift.

12.2 - Form of Compensation. Compensation for authorized overtime shall be paid as mutually agreed by the employee and Sheriff or designee. Compensatory time off shall be scheduled by agreement between the supervisor and the employee involved as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Employees shall have the option to accumulate up to a maximum of forty (40) hours of compensatory time. Once the compensatory time cap of forty (40) hours is reached, subsequent overtime shall be paid as wages and shall be included in the employees' next regular paycheck.

Compensatory time balances shall be paid off under any of the following circumstances:

- A. End of fiscal year;
- B. Upon termination.

12.3 - Scheduling Overtime. Overtime opportunities in conjunction with a current shift shall

be offered by seniority to members on duty or scheduled to work the oncoming shift. If this procedure violates minimum staffing levels, then the supervisor may call by seniority off-duty members to fill the overtime opportunity. Overtime opportunities shall be offered to all members who are eligible and qualified to perform the assignment first by offering to those within a particular classification prior to extending the opportunity to those outside the classification (e.g., overtime in the control room would first be offered to control room technicians prior to offering to corrections deputy). For purposes of this Article, classifications include: Correction Deputy Sheriff, Enforcement Deputy Sheriff, and Control Room Technician.

Overtime opportunities not in conjunction with a current shift but less than 96 hours in advance shall be offered by seniority. Means of communicating the need is by phone only. If no answer to the phone call, the supervisor will move on to the next senior member.

Overtime opportunities known more than 96 hours in advance shall be offered to employees based on seniority. Notice of the overtime opportunity shall be posted via work email and the bulletin board. The most senior deputy who signs up for the overtime opportunity ~~48~~96 hours prior to the overtime shift shall work the overtime opportunity.

12.4 - Transports. All prisoner transports listed below between corrections facilities are considered high risk and require a minimum of two (2) deputies:

- Low maximum or High maximum classification
- Transport is conducted by airplane
- Ground transport over six (6) hours with an in-custody inmate

ARTICLE 13 - SENIORITY

13.1 - Definitions. Seniority shall be defined as total length of unbroken employment within the bargaining unit. Seniority shall be applied in any layoff and recall situation by classification, and for this purpose the parties shall recognize only three (3) classifications: Criminal Enforcement Deputy, Corrections Deputy, and Control Room Technician. In the event of layoff, any senior employee may inform the Human Resources Director of a desire to accept lay off, and to receive a notice of layoff.

13.2 - Probationary Employees. Probationary employees shall not receive credit towards completion of their probationary period for days on which they are laid off or on unpaid leave. Probationary employees may be laid off or terminated without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names shall be added to the seniority list.

13.3 - Employment Outside the Bargaining Unit. When an employee accepts a position with the County outside of the bargaining unit and returns to bargaining unit employment within one year, that person shall be granted all prior bargaining unit seniority earned while a member of the bargaining unit.

13.4 - Loss of Seniority. Seniority shall be lost for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and any resulting grievance or litigation arising from that discharge has been exhausted.

C. If the employee retires.

D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of 24 months.

E. If the employee fails to respond within three (3) working days after receipt of notice of recall from layoff. Such notice shall be sent by certified mail, return receipt requested and marked "deliver to addressee only" to the employee's last known address. The employee has the obligation to keep address and phone number current with the County Personnel Manager's office.

13.5 - Filling of Job Openings. Whenever a position vacancy is to be filled, notice of such opening shall be posted on the bulletin boards in the Correction Facility and the Criminal Division for a period of at least one week to provide applicants an opportunity to apply for the job. Consideration in filling job openings will be given to applicants within the bargaining unit who possess the knowledge, skill and ability to perform the job. The County or the Sheriff may fill the vacancy from outside the bargaining unit as deemed appropriate, if the outside applicant is deemed more qualified.

Consideration shall be given to all prior job performance and experience of the candidates, applicable examination results and other relevant criteria which determines relative qualifications, aptitude and ability to perform the work.

13.6 - Probationary Periods. All employees selected to fill a job opening shall serve an appropriate probationary period of eighteen (18) months in the new position, except that (1) New employees who are DPSST certified in the same discipline shall serve a probation period of twelve (12) months; and (2) employees who transfer from one discipline (i.e.: corrections, patrol or probation) to another, shall serve an eighteen (18)-month probation. Transferred employees who are unsuccessful may return to the former position. Upon return to the former position, the employee shall have any lost seniority restored.

13.7 - Layoff and Recall. In the event of a layoff, the County will identify position(s) for elimination within a classification, and then lay off the employee(s) with least seniority. However, any more senior employee may inform the Human Resources Director of a desire to accept layoff and to receive a notice of layoff.

Except for financial circumstances beyond the control of the County or Sheriff, the County shall give two weeks' notice of layoff to the affected employee. In the event bargaining unit seniority is equal, then seniority with the County shall be determinative.

In the event that the County determines that layoffs definitely will occur as a result of budget decisions, the County will notify the Association prior to issuing layoff notices, and the parties will explore cost saving alternatives in order to avert layoffs.

13.8 - Recall of Laid-off Employees Because of Reduction in Force. Employees laid off because of reduction in work force shall be placed on a recall list for a period of 24 months. Employees on the recall list shall be recalled in the inverse order of their layoff to vacancies in the employee's job classification, or to vacancies in lower classifications within the bargaining unit for which the employee is qualified without further certification or academy attendance beyond a two week Career Officer Development course. The employee shall be given ten (10) working days' notice of recall by certified mail with a copy forwarded to the Association. The employee must notify the County of the employee's intention to return to

work within three (3) working days after receiving notice of recall but in no event will recall rights survive beyond ten (10) working days after mailing of the notice of recall to the address reflected in the employee's personnel record. Should the employee decline to accept recall or not respond, then the employee shall be considered to have terminated employment with the County or the Sheriff's Office.

If an employee accepts a position that is not equal in range and classification to that which the employee held prior to layoff, the employee shall continue to retain recall rights as provided in this Section.

13.9 – Seniority for Shift Bid and Priority Vacation. For shift bid and priority vacation, shift bid shall be determined by the employee's total length of service in the current classification.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 - Punitive Discipline. Punitive actions include:

- A. Written reprimand;
- A.B. Punitive Transfers;
- B.C. Suspension without pay;
- C.D. Temporary reduction in rate of pay;
- D.E. Demotion;
- E.F. Dismissal.

Verbal warnings (for non-serious first-time offenses that are documented in writing) and Training or counseling memoranda provide forewarning and may be documented in a supervisor's notebook or file, and as such shall not be considered a written reprimand, nor documented in an employee's personnel file. If the County has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Copies of letters imposing discipline shall be forwarded to the employee and the Association President when placed in an employee's personnel file. The employee or Association representative shall be allowed an opportunity to write a rebuttal concerning a written reprimand, which shall be entered in the personnel file.

14.2 - Just Cause. No employee shall be disciplined except for just cause as defined by ORS 236.350(2).

14.3 - Due Process Procedures.

A. Written Reprimands and Administrative Suspensions With Pay. Due process is not a factor when considering actions except economic discipline.

Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, for example, when a member is involved in a traumatic incident, or is suspected of misconduct, which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay for the member's welfare, or until

sufficient facts have been obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to change the suspension to one without pay if the facts warrant such action, or to restore the member to duty status.

B. Suspension Without Pay, Temporary Reduction in Rate of Pay, Demotion and Dismissal. A supervisor intending to take disciplinary action involving loss of pay, demotion or dismissal will, prior to taking such action:

1. Notify the employee and the Association representative in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated **and a copy of the entire investigation including all materials reviewed by the County.**
2. State the range of discipline that is being considered; and
3. Afford the accused employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the employee full opportunity to be heard, refute the charges, and have the employee's position considered prior to the imposition of discipline. Discipline action shall be based on just cause.

The meeting shall be audio recorded by the County or a written record made of the proceedings with a copy supplied to the Association.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Association representation at all meetings when discipline under Article 14.1 is imposed.

The Division Head, Sheriff or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

Provided however that the foregoing preliminary due process procedure need not be followed if it would be impractical to provide such pre-deprivation process, a substantial governmental interest justifies prompt action, and post-deprivation process satisfies constitutional requirements (as is the case with grievance arbitration, for example), and substantial assurance exists the deprivation of pay for the duration of the suspension without pay is not baseless or unwarranted.

14.4 - Complaints of Criminal Activity. Complaints against employees, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

Employees shall be entitled to Association representation at any meeting where the employee has a reasonable belief that the discussion may lead to disciplinary action.

14.5 - Appeal of Disciplinary Action. Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article 15, Settlement of Disputes. Disputes involving discipline imposed by the Sheriff shall begin at Step 2 – Sheriff. However, no employee or Association grievance concerning a written reprimand may be processed to the County Manager or to arbitration.

14.6 - Sheriff Policy and Procedures Related to Discipline. Discipline investigations shall be conducted in accordance with current CCSO Policy, and as hereafter amended periodically with the understanding that discipline constitutes a mandatory subject of bargaining, and changes affecting mandatory aspects of the policy will not become effective until bargaining obligations have been met under the PECBA, or the Association has been provided notice of such changes and accepted the changes without a request to bargain.

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 - Grievance and Arbitration Procedure. To promote better Employer-Employee relationships, both parties pledge their immediate cooperation to settle any grievance or complaint that might arise out of the application, meaning, interpretation, or omission of this Agreement. In cases of discharge and/or suspension arising under Article 14, the employee shall have the right to initiate a grievance under Step 1 (in cases of suspension) or 2 (in cases of discharge) of this Article.

Informal Procedure. The Grievant should take up the grievance or dispute with their Supervisor before proceeding to Step 1 of the Formal Grievance Procedure.

Step 1 - Division Head. If a matter subject to grievance is not resolved by the supervisor informally, a written grievance shall be submitted and shall include the nature of the grievance and requested action, the facts, the articles and terms of the contract violated and requested remedy. The grievance form shall be presented to the Division Head of the employee within fourteen (14) calendar days from the date the employee knew or should have known of the contract violation. The Division Head shall respond to the grievance in writing within ~~ten-fourteen~~ (14) days.

Step 2 - Sheriff. If the matter is not resolved by the Division Head, it shall be presented to the Sheriff within ~~ten-fourteen~~ (14) days of the expiration of the ~~ten-fourteen~~ (14) day period for settlement by the Division Head. The Sheriff or his designee shall attempt to resolve such grievance and shall respond with a written decision within ~~ten-fourteen~~ (14) days.

Step 3 - County Manager. Should the aggrieved employee and the Sheriff fail to effect a settlement the grievance shall be taken up with the County Manager or designee within ~~ten-fourteen~~ (14) days from the expiration of the ~~ten-fourteen~~ (14) day period for settlement with the Sheriff. The County Manager shall attempt to resolve such grievance and shall respond with a written decision within twenty (20) days of submission to him/her.

Step 4 - Arbitration. Should the aggrieved employee or the Association representative not be satisfied with the determination the Association shall have the right to submit the matter to binding arbitration within ~~fifteen-twenty-one~~ (15-21) ~~working~~ days from the expiration of the twenty (20) working day period for settlement by the County Manager. If parties are unable to agree upon an arbitrator,

the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) Oregon and Washington arbitrators. Both the County and the Association shall have the right to strike three (3) names from the list. The parties shall flip a coin to determine which party shall strike the first name and the other party shall subsequently strike one name. The process shall be repeated and the remaining person shall be the arbitrator. Notwithstanding the above, for disciplinary grievances involving DPSST certified employees, arbitration selection shall be in accordance with ORS 243.808. After the matter has been so submitted, the parties or their representatives shall jointly request from FMCS a list of names of seven (7) arbitrators. The parties shall strike names within ten (10) days following receipt of the list, unless otherwise agreed to in writing, and shall thereafter schedule the grievance hearing date. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties if within the scope of this Agreement. The arbitrator shall have no authority to add to, subtract from, alter, or modify any terms of this Agreement. For disciplinary grievances involving DPSST certified employees, the arbitrator's decision must be in accordance with ORS 243.808. The Arbitrator's decision shall be final and binding upon both parties, but the Arbitrator shall have no power to alter in any way the terms of this Agreement. Expenses for the Arbitrator's services in the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for any other expenses incurred by them.

15.2 - Time Periods. The terms "day", "days" and "working days" as used in this Article refer to calendar days Monday through Friday. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be in writing. If the County fails to meet or answer any grievance timely, the grievance may be advanced to the next step by the Association. Failure by the employee or the Association to submit a grievance timely shall without a waiver, constitute abandonment of the grievance.

15.3 - Grievance Meetings. The Sheriff and/or the County Manager or their designee(s) shall meet at mutually convenient times with representatives of the Association to adjust pending grievances, address issues concerning the administration of this labor contract, and to discuss avoidance of future grievances. In addition, Association officers may discuss with the County or the Sheriff other issues which would improve relations between the parties. Prior notice of topics of discussion at such meetings shall be furnished by each party to the other.

15.4 - Contract Violations. In the event there is a continuing grievable issue which an employee does not wish to grieve personally, the Association may take up the issue, but not on behalf of the employee. The Association shall have 30 calendar days from the knowledge of or reasonable knowledge of the occurrence for initiating a grievance under this Section. The Association may take up such grievance at Step 3.

ARTICLE 16 - EDUCATION AND TRAINING

16.1 - Conferences, Seminars, and Educational Programs. Employees will be granted time away from their work at their regular rate of pay when directed by the Sheriff or supervisor to attend conferences, seminars, or educational programs which are intended to improve and upgrade the employee's skill or professional ability. All such educational leaves must be approved by the Sheriff or supervisor. Travel time/training time outside normal working hours of an employee will be considered as being on County or Sheriff's business for liability and Workers' Compensation purposes regardless of whether the time is compensable under

this contract or as required by law. Training and travel time shall be deemed hours worked and paid in accordance with the travel time rules of the FLSA. The County will not provide any automobile insurance for employees using their personal vehicles for County/Sheriff's Office purposes. The County/Sheriff's Office will make a reasonable attempt to assign a vehicle when travel to a conference, seminar, or educational program within Oregon is required.

Whenever a conference, seminar, or educational program, except for the DPSST basic academy course, is broken by a weekend and is being held within a four-hour travel radius of Warrenton via automobile, travel expenses shall be provided to the employee for return home and back during the weekend break.

An employee may request time off duty, a leave of absence without pay, vacation, or the ability to attend a training opportunity on a voluntary basis, and the Sheriff may authorize voluntary attendance at a training opportunity without loss of pay, and with partial or full reimbursements in any category of expenses associated with the employee's attendance at a particular training which is voluntarily requested and granted on the basis of the Sheriff's authorizations.

16.2 - Time of Training Periods. Training programs may be conducted either during or after regular working hours or both. If attendance is mandatory, (training, staff meetings or qualification, for example), and such training is on a scheduled day off or during off duty hours, employees shall be compensated for their attendance at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

Voluntary attendance by employees at training sessions sponsored or conducted by an employer or entity other than Clatsop County, or training sponsored by the County for the benefit of the local law enforcement community which correspond to courses offered by DPSST shall not be compensated unless arrangements for attendance and for compensation of such training are made and approved prior to the training.

Expenses for educational programs to include college and/or electronic/ correspondence work and tuition, books, manuals, tapes, or other training aids shall be paid by the County if the training is mandatory or when prior arrangements have been made and approved if the training is voluntary; provided, however that the employee shall be solely responsible for such expenses if s/he fails to attain a grade of C or better or a grade of pass where the course is graded as pass/fail.

ARTICLE 17 - GENERAL PROVISIONS

17.1 - Gender. All reference to employees in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees and vice-versa.

17.2 - Work Rules. It is jointly recognized that the County, acting by and through the County Manager and Division Heads and the Sheriff, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will be paramount.

All work rules which have been or shall hereafter be reduced to writing shall be disclosed to

the Association fourteen (14) days or more prior to the implementation date. The Association shall notify the County and the Sheriff if the Association considers the rule inconsistent with the collective bargaining agreement or objectionable and an unfair labor practice if implemented unilaterally. The Association may demand to bargain in accordance with the PECBA as the Association deems appropriate. If the parties disagree as to whether a change is within the scope of bargaining, the parties nevertheless shall meet and confer in a good faith effort to reach agreement concerning policy terms before the Association files an ULP charge before the ERB. Work rules will not be arbitrary, capricious or discriminatory.

17.3 - Personnel Files. An employee has the right to inspect the contents of the employee's personnel file upon request to the Personnel Department, excluding the confidential reports from previous employers or records of an employee relating to the conviction, arrest, or investigation of conduct constituting a violation of the criminal laws of the State of Oregon, or another state of the United States. Negative or derogatory material shall not be placed in an employee's file unless the employee has had a reasonable opportunity to review the material. Employees will be required to sign such material to indicate that they have reviewed it; provided however that an employee's signature shall not be construed as an acknowledgment that the facts or circumstances described are accurate or that the opinions expressed have merit. If the employee refuses to sign such material, it may be placed in the employee's personnel file with a notation that the employee refused to sign for such material after being given an opportunity to do so. Employees may include in their personnel file any relevant materials including, but not limited to, letters of favorable comment, certificates, licenses, and academic credits. Employees may protest, or comment upon, in writing, any materials placed in their personnel file. Such comment/protest shall also be placed in the personnel file.

17.4 - Visits by Association Representatives. A current list of Association officers shall be provided to the Sheriff and to the Human Resources Director periodically. Accredited representatives of the Association will be granted reasonable access to County or Sheriff's Office facilities and employees for purposes of investigation of grievances and official Association business, provided such visitation does not interfere with the operations of the Sheriff's Office. Meetings and attendance at grievance meetings and discipline or other Association/County meetings related to labor contract matters shall be without loss of pay if on duty.

17.5 - Bulletin Boards. The Association will be allowed to use a designated bulletin board located in the Courthouse and Sheriff's Office. to post notices regarding Association business. The Association shall limit its posting of notices and bulletins to such bulletin boards. The County and the Sheriff reserve the right to restrict the use of such space if it becomes a serious detraction from Association-management relations. Should the County or the Sheriff remove any material from the bulletin board, it shall be immediately sent to the Association President.

17.6 - Contract Negotiations. The negotiating team for the Association, to be comprised of the six member E-Board, shall be permitted to attend negotiating meetings relative to securing contract renewal to the extent such meetings are scheduled during duty hours of the members attending. Bargaining during scheduled bargaining sessions shall be considered time worked and will be paid accordingly.

17.7 - Non-Discrimination.

A. The County and the Sheriff, and the Association agree that each will not discriminate against any employee because of that employee's race, religion, color, national

origin, sex, age, marital status, sexual orientation or disability which is subject to reasonable accommodation. This provision shall not apply if an employment decision is based on a bona fide occupational qualification. This section shall not be subject to the arbitration provisions contained in Article 15.

B. The County and the Sheriff and the Association agree that each will not discriminate against any employee for either engaging in or refraining from engaging in lawful Association activity. This section shall be subject to the arbitration provisions contained in Article 15.

ARTICLE 18 – LEGAL FEE REIMBURSEMENT

The County agrees to reimburse the Association for the premium payment, not to exceed \$5,000 annually, for the Association's PORAC Legal Defense Plan Part II upon presentation by the Association of receipts for payment of the same. ~~an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of his or her duty. The County's obligation of reimbursement is subject to the following:~~

~~To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Association and County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County Attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the County Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the County's obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.~~

~~Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the County, at no cost to the County, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the County Attorney, the Sheriff and the Association.~~

~~Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the County, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the County's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Association member.~~

~~Reimbursement will not be made in those instances where:~~

~~A. The Association member is convicted by verdict or plea, or pleads no contest to~~

~~any criminal charges arising out of the incident;~~

~~B. — The Sheriff's Office sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Sheriff's Office disciplinary action is set aside in *toto* on grievance appeal;~~

~~C. — The County shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;~~

~~D. — The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or~~

~~E. — The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.~~

~~Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:~~

~~A. — Legal fees relating to a grand jury investigation and/or appearance: \$5,000.~~

~~B. — Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.~~

ARTICLE 19 - SAVINGS

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion hereof directly addressed in the decision upon the issuance of such a decision, the parties agree immediately to negotiate, if possible, a substitute for the invalid article, section, or portion thereof.

ARTICLE 20 - DURATION

19.1 - Duration. This Agreement shall be effective July 1, ~~2020-2023~~ and shall remain in effect through June 30, ~~2023~~2027. This Agreement shall be automatically renewed from year to year after June 30, ~~2023~~2027, unless either party shall notify the other in writing 180 calendar days or more prior to June 30, ~~2023~~2027, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 150 calendar days prior to June 30, ~~2023~~2027. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 21 - SIGN-OFF

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____ ~~2021~~2023.

FOR CLATSOP COUNTY LAW
LAW ENFORCEMENT ASSOCIATION

FOR CLATSOP COUNTY

~~Elijah St. Helen~~Ryan Humphrey, President

Mark Kujala, Chair

~~Robert Townsend~~Lynette Shaw, Vice President
Sheriff

Matthew D Phillips,

Lance Shepherd, Enforcement Representative

Don Bohn, Clatsop County Manager

~~Jerry Nunnally~~David Hillard, Corrections Representative
Cameron, Human Resources Director

~~Kelly~~Stiles~~Rebecca~~

APPROVED AS TO FORM:

~~Jamie Goldberg~~Ryan Lufkin

~~JoAnna Lyons~~AntleyAnthony

[Pope](#)

Association General Counsel

County Counsel

ADDENDUM A – WAGE SCALE

Page 1 of 1

RU SCHEDULE
CLASS AND SALARY RATE TABLE EFFECTIVE JULY 1 2020

| | Range | Union | Hours/Week | OT/Eligible | M | N | MUM | STEPS | | | MAXIMUM | HOURLY RATE | |
|--------------------------|-------|-------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------|
| Revised 1 28 2021 | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | STEP 1 | TOP |
| Title | | | | | | | | | | | | | |
| Control Room Technician | RU08 | DS | 40 | Y | \$ 3,277.76 | \$ 3,470.56 | \$ 3,663.37 | \$ 3,856.18 | \$ 4,048.99 | \$ 4,241.80 | \$ 4,434.61 | 18.91 | 25.58 |
| Deputy Sheriff | RU13 | DS | 40 | Y | \$ 4,431.03 | \$ 4,691.68 | \$ 4,952.34 | \$ 5,212.99 | \$ 5,473.63 | \$ 5,734.28 | \$ 5,994.93 | 25.56 | 34.58 |
| Senior Deputy Sheriff I | RU14 | DS | 40 | Y | \$ 4,706.65 | \$ 4,983.51 | \$ 5,260.36 | \$ 5,537.22 | \$ 5,814.09 | \$ 6,090.95 | \$ 6,367.81 | 27.15 | 36.74 |
| Senior Deputy Sheriff II | RU16 | DS | 40 | Y | \$ 5,310.35 | \$ 5,622.73 | \$ 5,935.10 | \$ 6,247.48 | \$ 6,559.85 | \$ 6,872.23 | \$ 7,184.59 | 30.64 | 41.45 |

RU SCHEDULE
CLASS AND SALARY RATE TABLE EFFECTIVE JULY 1 2023

| | Range | Union | Hours/Week | OT/Eligible | MINIMUM | | | STEPS | | | MAXIMUM | HOURLY RATE | |
|--------------------------------|-------|-------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------|
| Revised | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | STEP 1 | TOP |
| Title | | | | | | | | | | | | | |
| Control Room Technician | RU08 | DS | 40 | Y | \$ 3,740.47 | \$ 3,960.49 | \$ 4,180.51 | \$ 4,400.55 | \$ 4,620.56 | \$ 4,840.60 | \$ 5,060.63 | 21.58 | 29.20 |
| Deputy Sheriff | RU13 | DS | 40 | Y | \$ 5,056.55 | \$ 5,353.99 | \$ 5,651.44 | \$ 5,948.88 | \$ 6,246.32 | \$ 6,543.76 | \$ 6,841.21 | 29.17 | 39.47 |
| Medicolegal Death Investigator | RU12 | DS | 40 | Y | \$ 4,760.75 | \$ 5,040.81 | \$ 5,320.85 | \$ 5,600.89 | \$ 5,880.93 | \$ 6,160.99 | \$ 6,441.01 | 27.47 | 37.16 |
| Senior Deputy Sheriff I | RU14 | DS | 40 | Y | \$ 5,371.07 | \$ 5,687.02 | \$ 6,002.95 | \$ 6,318.89 | \$ 6,634.84 | \$ 6,950.79 | \$ 7,266.73 | 30.99 | 41.92 |
| Senior Deputy Sheriff II | RU16 | DS | 40 | Y | \$ 6,059.81 | \$ 6,416.47 | \$ 6,772.94 | \$ 7,129.42 | \$ 7,485.88 | \$ 7,842.36 | \$ 8,198.82 | 34.96 | 47.30 |

ADDENDUM B

SENIOR DEPUTY CRITERIA

Threshold requirements (Level 1):

- DPSST Intermediate Certificate (in the career discipline in which the employee is seeking Senior Deputy I status)
- Current Weapon Qualification
- [Current Meet or Above Standard Evaluation](#)
- Successful completion of the probationary period
- Plus 10 points acquired through any combination of items under Activity/Achievement below.

Additional Requirements (Level 2):

- DPSST Advanced Certificate (in the career discipline in which the employee is seeking Senior Deputy II status)
- Current Weapon Qualification
- [Current Meet or Above Standard Evaluation](#)
- Successful completion of the probationary period
- Plus 20 points acquired through any combination of items under Activity/Achievement below:

| Activity/achievement | Points value |
|--|--------------|
| Bachelor's Degree | 15 |
| Associates Degree | 10 |
| Fluent Language skills (Spanish, Japanese etc.) | 5 |
| Military Service | 4 |
| Instructor Certification in: a Relevant Discipline Subject | 4 |
| Self defense | 4 |
| Baton | 4 |
| Blood Borne Pathogen | 4 |
| Hazmat | 4 |
| CPR | 4 |
| Capstun application | 4 |
| HGN | 4 |
| EVOC | 4 |

| | |
|---|--------------|
| PIT | 4 |
| Firearms Basic | 4 |
| Firearms Advanced | 4 |
| Reality Based Training | 4 |
| Domestic Violence | 4 |
| Taser | 4 |
| Stun Belt | 4 |
| DPSST Cert. Instructor | 4 |
| Trained DRE | 4 |
| Emergency Medical Responder | 2 |
| Emergency Medical Technician | 4 |
| HART Team Member | 4 |
| CISM Peer Counselor | 4 |
| Dive Team Member | 4 |
| Designated Marksman | 4 |
| Reserve Coordinator | 4 |
| Explorer Coordinator | 4 |
| ERAD Team Member | 4 |
| Major Crime Team Member | 4 |
| Multi-Disciplinary Child Abuse Team Member | 4 |
| Child Fatality Review Board Member | 4 |
| Domestic Violence Council Member | 4 |
| Drug Court Team Member | 4 |
| Canine Handler | 4 |
| Dive certified | 4 |
| Fire Investigator Team Member | 4 |
| DARE Officer | 4 |
| CCINT Member | 4 |
| Detective | 4 |
| K9 Handler | 4 |
| Certified Child Abuse Investigator 3 | |
| Marine Certified | 3 |
| SAR Certified | 3 |
| Specialized enforcement Skills: | |
| arson investigator | 3 |
| drug/informant handling | 3 |
| traffic accident reconstruction | 3 |
| computer/technology | 3 |

| | |
|--|-----|
| Community Involvement | 1-4 |
| Graduate of Deputies Academy | 3 |
| Computer Competency | 2 |
| Achievement recognition while at academy | 1 |
| OSSA's Specialty courses | 2 |
| ARIDE | 3 |
| Field Training Officers (FTO'S) | 4 |

Specialized Corrections Skills:

| | |
|---|----------|
| <u>Time Keeper</u> | <u>4</u> |
| Crisis Intervention, Disturbance Management | 3 |
| <u>Stun Belt</u> <u>Electronic Restraint Device (ERD) Trained</u> | <u>2</u> |
| Intoxilyzer Certified | 2 |
| Work Crew Supervisor | 4 |
| Hearings Officer | 3 |
| Transport Deputy | 2 |
| Court Security Deputy | 2 |
| Risk Assessment Office | 3 |
| Commissary | 3 |
| State Jail Inspector | 3 |
| <u>Flying Armed</u> | <u>4</u> |

General Requirements: Criminal and Corrections

1. New technologies and methods are continuously being applied to Criminal Justice. To allow for these changes, during the span of this agreement, the County and the Association may agree to add to the menu of achievements and corresponding point values.
2. Employees who have attained a DPSST Advanced Certificate prior to meeting the Senior Deputy Level 1 criteria shall receive three (3) points credit toward the ten (10) points required to meet Level 1 criteria.

| [4874-0084-7467, v. 3](#)~~4874-0084-7467, v. 2~~

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 12, 2023

Agenda Title: Cost of Living Adjustment for Unrepresented Employees
Category: Business Agenda
Presented By: Rebecca Cameron, Human Resources Director

Issue Before the Commission: Whether to grant a Cost of Living Adjustment (COLA) to the County's unrepresented employees, which include confidential, temporary, and contracted employees.

Informational Summary: When determining cost of living adjustments, the Consumer Price Index (CPI) the County uses for labor contracts is the CPI-U West Region from May to May (Attachment A). The CPI-U West Region established by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month period ending in May 2023 is 4.5%, down from 8.3%, a year ago.

Collective Bargaining Agreement COLAs are based on negotiated rates, with language establishing a minimum adjustment of no less than 2.5% and no greater than 4.5%:

Union

- | | |
|--|-------|
| • AFSCME District Attorney's | 4.5%, |
| • AFSCME Courthouse/Road | 4.5% |
| • Oregon Nurse's Association | 4.5% |
| • Clatsop County Law Enforcement Association | 4.5% |
| • Federation of Oregon Parole & Probation Officers | 4.5% |

This year the CPI-U is in-line with the negotiated "ceiling" of the County's five bargaining units. Therefore, represented workers will receive a 4.5% cost of living adjustment effective July 1, 2023.

Presently, the County has approximately 68 unrepresented positions, which include department heads, directors, supervisors and confidential employees.

Fiscal Impact: There is no fiscal impact to the adopted FY23-24 budget as personnel costs were built projecting a 4.5% increase.

Requested Action: *"I move that the Board approve the attached Resolution and Order implementing a cost of living adjustment of 4.5% for Clatsop County unrepresented, confidential, casual, and contracted employees, effective July 1, 2023."*

Attachment List

- A. CPI for All Urban Consumers (CPI-U) from May to May 2022 to May 2023

Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

| Month | 2019 | | 2020 | | 2021 | | 2022 | | 2023 | |
|-----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| January | 0.2 | 2.7 | 0.3 | 2.9 | 0.2 | 1.4 | 0.9 | 7.7 | 0.9 | 6.3 |
| February | 0.2 | 2.4 | 0.4 | 3.1 | 0.5 | 1.6 | 0.8 | 8.1 | 0.5 | 6.0 |
| March | 0.4 | 2.4 | -0.2 | 2.5 | 0.7 | 2.4 | 1.3 | 8.7 | 0.5 | 5.1 |
| April | 0.8 | 2.9 | -0.4 | 1.3 | 1.0 | 3.9 | 0.7 | 8.3 | 0.5 | 4.9 |
| May | 0.5 | 2.9 | 0.1 | 0.8 | 0.8 | 4.7 | 0.8 | 8.3 | 0.4 | 4.5 |
| June | 0.0 | 2.7 | 0.4 | 1.2 | 0.9 | 5.1 | 1.2 | 8.8 | | |
| July | 0.0 | 2.7 | 0.5 | 1.7 | 0.6 | 5.2 | 0.1 | 8.3 | | |
| August | 0.1 | 2.6 | 0.3 | 1.9 | 0.2 | 5.0 | 0.0 | 8.1 | | |
| September | 0.3 | 2.6 | 0.0 | 1.6 | 0.2 | 5.3 | 0.3 | 8.3 | | |
| October | 0.5 | 2.8 | 0.2 | 1.2 | 0.8 | 6.0 | 0.7 | 8.1 | | |
| November | -0.1 | 2.8 | 0.0 | 1.4 | 0.5 | 6.5 | -0.4 | 7.1 | | |
| December | -0.2 | 2.8 | -0.1 | 1.5 | 0.4 | 7.1 | -0.4 | 6.2 | | |

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF APPROVING REVISIONS TO)
THE COMPENSATION PLAN) RESOLUTION AND
) ORDER
)

WHEREAS the Clatsop County Code §2.20.060(1)(B) authorizes the County Manager to implement a position classification and compensation plan; and

WHEREAS the County Manager believes it in the County's best interest to increase the compensation for certain employees; now therefore

IT IS HEREBY RESOLVED that a 4.5% Cost of Living wage increase to unrepresented, confidential, casual and contracted employees, effective July 1, 2023 as implemented.

DATED this 12th Day of July 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chairperson

ATTEST:

Theresa Dursse, Clerk of the Board